

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
August 12, 2025 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall



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

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

OPENING ITEMS

1. Invocation – Pastor Dustin Vorse, Midland Church of God
2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF JULY 22, 2025
4. 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 (DEFERRED FROM JULY 22, 2025) **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
5. 2025-101 – RESOLUTION ADOPTING A NEW PURCHASING POLICY AND RESCINDING ALL PRIOR CONFLICTING POLICIES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
6. 2025-102 – RESOLUTION APPROVING THE PURCHASE OF A 2026 INTERNATIONAL HV507 6X4 CHASSIS WITH A SALTDogg MUNICIPAL DUMP SPREADER FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF \$229,730.95 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
7. 2025-103 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC, IN AN AMOUNT NOT
PACKET

TO EXCEED \$640,600.00 FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH PHASE 1 OF THE WILDCATTER TRAIL – CHAMPIONS PROJECT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 077-2025 – MOTION APPROVING SPECIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE BEAL PARK PHASE 2 DEVELOPMENT PROJECT, SAID SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE AND REFERENCED BY THE DATE AND NUMBER OF THIS MOTION; DETERMINING THAT THE CONSTRUCTION MANAGER-AT-RISK METHOD PROVIDES THE BEST VALUE FOR THE CITY OF MIDLAND, TEXAS, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 2269.056(A); AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID SPECIFICATIONS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
9. 2025-104 – RESOLUTION APPROVING SELECTION OF CONSOR ENGINEERS, LLC, DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC, GARVER LLC, HALFF ASSOCIATES, INC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES, INC., LJA ENGINEERING, INC., LOCKWOOD, ANDREWS, & NEWNAM, INC, MAGRYM CONSULTING, INC, MAVERICK CIVIL & SURVEY, LLC DBA MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DBA PARKHILL, RS&H, STANTEC CONSULTING SERVICES, INC, AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR THE PERFORMANCE OF ON-CALL CITYWIDE ENGINEERING SUPPORT SERVICES FOR THE ENTIRE CITY OVER THE NEXT FOUR (4) YEARS; PROVIDING THAT ANY AGREEMENT SHALL EACH TASK ORDER SHALL NOT EXCEED \$250,000.00 AND (2) THAT THE TOTAL COST TO CITY FOR ALL TASK ORDERS EXECUTED BY CITY AND COMPANY EACH YEAR IN ACCORDANCE WITH THIS AGREEMENT SHALL NOT EXCEED \$1,200,000 PER YEAR. PROFESSIONAL SERVICES AGREEMENTS ON AN AS NEEDED BASIS **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
10. 2025-105 – RESOLUTION APPROVING THE PURCHASE OF JUNIPER NETWORK SWITCHES FROM CDW GOVERNMENT LLC THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF \$339,928.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
11. 2025-106 – RESOLUTION AWARDED A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A GPS PAVING SYSTEM FOR THE TRANSPORTATION DIVISION TO GEOSHACK, INC. OF DALLAS, TEXAS, AT A TOTAL COST NOT TO EXCEED \$241,346.56; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2025-107 – RESOLUTION APPROVING A CONTRACT WITH GARLAND/DBS, INC., THROUGH THE OMNIA COOPERATIVE, FOR THE BUSH COMMEMORATIVE CENTER ROOFING PROJECT FOR A TOTAL COST OF \$1,297,456.00; APPROVING \$324,364.00 FOR PROJECT-RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
13. 2025-108 – RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A CONTRACT WITH DECOR IQ, LLC, THROUGH BUYBOARD, FOR THE LEASE AND INSTALLATION OF DECORATIVE LIGHTING AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST NOT TO EXCEED \$650,000.00 PER YEAR FOR MAXIMUM TERM OF THREE (3) YEARS; AND APPROPRIATING FUNDS FOR SAID CONTRACT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
14. 078-2025 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 13 TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL; SAID AMENDMENT PROVIDING FOR: (I) THE APPROPRIATION OF \$698,854.00 TO THE DESIGN/BIDDING PHASE OF THE REHABILITATE RUNWAY 16R/34L ASPHALT PAVEMENT (MILL & INLAY) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (II) THE APPROPRIATION OF \$698,854.00 TO THE DESIGN/BIDDING PHASE OF THE REHABILITATE RUNWAY 10/28 ASPHALT PAVEMENT (MILL & INLAY) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND (III) THE ADDITIONAL APPROPRIATION OF \$168,900.00 TO THE SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
15. 2025-109 – RESOLUTION CALLING AN ELECTION FOR THREE CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY AND CITY COUNCIL DISTRICTS; PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
16. 2025-110 – RESOLUTION ADOPTING THE CITY OF MIDLAND 2025-2029 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS AND THE 2025-2026 ACTION PLAN TO SAID CONSOLIDATED PLAN; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
17. 2025-111 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 608 FEET AND 708 FEET EAST

OF STATE HIGHWAY 349 AND 6,869 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

18. 2025-112 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 8,375 FEET AND 8,455 FEET EAST OF STATE HIGHWAY 349 AND 6,945 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
19. 079-2025 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$10,000.00 FROM THE YARBOROUGH FOUNDATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF \$10,000.00 IN THE BULLET PROOF VEST PROJECT UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS **(DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
20. 080-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-020) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, GLASSCOCK COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
21. 081-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (25-329-023) WITH MID-STATES OPERATING COMPANY REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
22. 2025-113 – RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND LUBBOCK MPL TOWER HOLDINGS LLC FOR THE PURPOSE OF MAINTAINING AND OPERATING A COMMUNICATIONS TRANSMITTING AND RECEIVING SITE LOCATED AT LAKE PEGGY SUE **(DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

23. 10635 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY

3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 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)**
25. 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)**
26. 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)**

PUBLIC HEARINGS

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

27. REVIEW ORDINANCE NO. 10619, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE SPECIFIC USE DESIGNATION WITH TERM OR TO REPEAL ORDINANCE NO. 10619 **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**
28. 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 (DEFERRED FROM JULY 8, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**
29. 10654 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
30. 10655 – AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X, H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$51,466.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND

ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1)
(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

31. 10656 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456 ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
32. 10657 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
33. 10658 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
34. 10659 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT 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 4) (DEVELOPMENT**

SERVICES) (QUALITY OF LIFE AND PLACE)

35. 082-2025 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO COG OPERATING, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELL: MASK HZ UNIT #1007LR; SAID WELL BEING GENERALLY LOCATED 1,925 FEET WEST OF NORTH A STREET EXTENSION AND 1,057 FEET NORTH OF PASSAGE WAY EXTENSION (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
36. 083-2025 – 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 E1A 501H; NAIL-TILLMAN E1B 502H; NAIL-TILLMAN E1C 503H; NAIL-TILLMAN E1D 504H; NAIL-TILLMAN E1E 505H; AND NAIL-TILLMAN E1F 506H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 7,142 FEET AND 7,143 FEET NORTH OF OCCIDENTAL PARKWAY AND BETWEEN 4,373 FEET AND 4,473 FEET EAST OF STATE HIGHWAY 349. (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
37. 084-2025 – 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 6G 607H; NAIL-BURLEY 6H 608H; NAIL-BURLEY 6I 609H; NAIL-BURLEY 6J 610H; AND NAIL-BURLEY 6K 611H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 6,617 FEET AND 6,625 FEET NORTH OF OCCIDENTAL PARKWAY AND BETWEEN 6,183 FEET AND 6,263 FEET EAST OF STATE HIGHWAY 349. (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
38. 2025-114 – RESOLUTION AUTHORIZING THE ADOPTION OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC COMMENT

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

STAFF PRESENTATIONS

40. INFRASTRUCTURE IMPROVEMENTS PRESENTATION

EXECUTIVE SESSION

39. 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, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.
 - c.2 Deliberate the appointment of members to the Midland Development Corporation Board of Directors and the Planning and Zoning Commission.
 - 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 22, 2025**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., July 22, 2025.

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

Council Members absent: Robin Poole

Staff members present: City Manager Tommy Gonzalez, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley-German, Interim City Attorney Nicholas Toulet-Crump

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

OPENING ITEMS

1. Invocation – Senior Pastor Robb Foreman, Homeline Baptist Church
2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

Jack Ladd moved to approve Consent Agenda items 3 – 17, excluding items 4, 5, 7 & 10; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

3a. REGULAR SESSION OF JULY 8, 2025

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)**

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)**
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)**

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

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

Council Member Burkholder reported he pulled this item to focus on the cost savings.

Chief Information Officer Gorgees Eskander gave a brief overview of the item noting how the Information Technology Department (IT) has saved over one million dollars this year without cutting essential services. Mr. Eskander provided examples of where the cost savings came from such as GPS dash board cameras on vehicles.

City Manager Tommy Gonzalez also reported how the cost savings took place.

John Burkholder moved to approve Resolution No. 2025-087; seconded by John Norman.

The motion passed by the following vote:

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AYE: Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Poole

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

Chief Information Officer Gorgees Eskander gave a brief overview of the item noting the focus is on the city's digital brain, which is the City's data center and disaster recover/back up site. The current system is more than five years old. Mr. Eskander reported how they are doing more with less and have a total savings of more than \$1,426,656.00 year to date.

Mayor Blong and City Manager Tommy Gonzalez thanked Mr. Eskander for the work he has done with the cost savings.

Mr. Eskander provided additional examples how this savings helps in multiple areas, what they did to make it happen and the next steps for additional savings. Mr. Eskander also explained how security will be improved to fight against cybersecurity.

The entire presentation may be heard online at www.midlandtexas.gov.

John Burkholder moved to approve Resolution No. 2025-088; seconded by Brian Stubbs.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Poole

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

Council Member Stubbs inquired about the cost listed for the removal of the old video board and who is responsible for it's removal.

Parks and Recreation Director Laurie Williams reported the removal of the old video board is included in the contract.

Council Member Burkholder inquired about vendor parts and recovery of funds.

Mrs. Williams reported on the video board history, comparison, revenue generator, costs,

project timeline, the Daktronics proposal, funding request and action needed.

Interim City Attorney Nicholas Toulet-Crump reported that according to the agreement about the removal of the structure, the City is responsible for the removal of the equipment and Daktronics is responsible for the removal of the actual structure with the exception of the footings.

City Manager Tommy Gonzalez reported on a budget forecast to cover any type of additional cost that may come up in the future.

Council discussion ensued.

Charlie Durrenberger, Daktronics Sales Representative, McKinney, TX, reported on the current structure and the proposal of the new structure with regard to the structure withstanding wind, weight and other elements. Mr. Durrenberger reported Daktronics will remove existing ad and LED panels and anything that needs to come off. They will also rent equipment needed for the job.

Judd Campbell, 110 Ridglea Drive, spoke in opposition of this item due to funding, private businesses benefitting and reported the project is not paying for itself.

Shelly Haenggi, 4806 Rustic Trail, reported the new video board is good for 10 to 12 years. The existing board was good for eight years and is now in it's 11th year. Ms. Haenggi also reported on the savings and that it will pay for itself with advertising revenue. There is a great deal more opportunity for advertising with a digital board instead of the current static ads. Ms. Haenggi also reported on the advertising sales process for the Rockhounds.

The entire presentation may be heard online at www.midlandtexas.gov.

Jack Ladd moved to approve Resolution No. 2025-090; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: Stubbs

ABSENT: Poole

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 (DEFERRED FROM JULY 22, 2025)

Finance Director Christy Weakland gave a brief overview of the item noting there are questions about the cash-flow. The cash-flow does not reflect the extension given to the Midland Downtown Renaissance (MDR) for the Omni. Given the extension and the current plans, the second dispersement of ten million will not be made in 2026. Promotional

funds are designated at the discretion of the board by separate resolutions after the budget approval.

Mayor Blong explained why the payment won't be made to the MDR in 2026 due to achievements of benchmarks that must be made before funds are disbursed. This will protect the City and the tax payers.

Discussion among Council, Mrs. Weakland and City Manager Tommy Gonzalez ensued regarding the benefits of MDC, their general fund, land ownership, things they have done well and why they are important to the City of Midland.

Robin Campbell, 110 Ridglea, would like the budget to be tabled until more information is received.

Judd Campbell, 110 Ridglea, spoke in opposition of the MDC and would like to see it dissolved.

Council Member Burkholder requested that this item be deferred to have more time to review.

This entire presentation may be heard online at www.midlandtexas.gov.

John Burkholder moved to defer Resolution No. 2025-091; seconded by Amy Stretcher Burkes.

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

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10650.

John Norman moved to approve second and final reading of Ordinance No.10650; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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4a.6

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AYE: Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Poole

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10635.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation for the sale of alcohol on site. The following item (2025-095) is also related to this item for a Temporary Land Use (TLU) permit.

Council Member Ladd inquired about noise mitigation offered by the owner of the property. Mrs. Triggs reported he has agreed to lower the decibels.

Mayor Blong opened the public hearing at 11:38 a.m.

Tracy Reiter, 3200 Todd Drive, spoke in opposition of this item. Ms. Reiter reported several individuals never received letters regarding this and that she can hear music from the venue at night. She is opposed to adding alcohol which will only cause more issues and negatively impact families.

Steve Jetter, 4009 ECR 63, reported he has placed foam absorption materials inside the stage to help push the music noise away from neighboring properties. Mr. Jetter also reported on noise readings.

Joseph Castillo, 3012 Todd Drive, reported this venue started out as a wedding venue and that they never had any issues. Mr. Castillo spoke in opposition of this item due to noise.

Mike Lamonica, 4301 N. County Road 1150, spoke in opposition of this item and asked that the City put something in place to stop alcoholics from crashing into his fences. Mr. Lamonica reported that he's not saying they are coming from this location. Mr. Lamonica

also reported on the sound and water issue on the next item (number 20) and what could possibly be done about it.

There being no one else wishing to speak, the public hearing was closed at 11:56 a.m.

Mrs. Triggs reported on the differences between items 19 and 20 so that Council clearly understands what they are voting on.

Interim City Attorney Nicholas Toulet-Crump reported Council may hear item 20 before voting on item 19.

Council Member Norman reported he will abstain from this item.

Discussion ensued among Council and they will hear item 20 before voting on item 19.

Brian Stubbs moved to approve as amended with a review in six months the first of two readings of Ordinance No. 10635; seconded by John Burkholder.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: Norman

ABSENT: Poole

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)**

Planning & Development Officer Elizabeth Triggs reported this item is related to item 19 above and reported on the decibel conditions and other expected requirements.

Mayor Blong opened the public hearing at 12:05 p.m.

Jennifer Casillas, 4014 Todd Road, the Director for The Way Retreat Center, spoke in opposition of this item due to noise. Ms. Casillas reported that on July 3rd they found a bullet hole in their wall that she feels came from the venue in question. It was reported to the Police.

Mike Lamonica also reported on the bullet hole but that he doesn't know where it came from.

Tracy Reiter, 3200 Todd Drive, would reiterate that when the rezoning originally occurred, it was supposed to be a wedding venue and not what it is now. She would like Council to consider a trial period not allowing Thursday nights to be an option as it is a school night.

Joseph Castillo, 3012 Todd Drive, reported that no one protested this when the venue first came out and now it has turned into something else.

Steve Jeter, 4009 East County Road 63, reported that 80% of his business is weddings, corporate events and other charitable events. Mr. Jeter reported that the complaints were not since he built the new area because he has only had one event there and that none of the complaints were on days he had events. Mr. Jeter also made the distinction between the two different areas.

There being no one else wishing to speak, the public hearing was closed at 12:15 p.m.

Council Member Burkholder reported he would not be opposed to adding a six month provision to re-evaluate.

Interim City Attorney Nicholas Toulet-Crump reported that section two of the resolution that approves the Temporary Land Use (TLU) reserves the right for Council to revoke the TLU if it sees that there are issues with the way the property is conducting business.

Council discussion ensued and Council decided to approve with amended conditions.

Council Member Norman reported he will abstain from this item.

Brian Stubbs moved to approve as amended with conditions not to exceed 85 decibels at the property line and to review in 6 months Resolution No. 2025-095; seconded by John Burkholder.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: Norman

ABSENT: Poole

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10651.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for an Specific Use Designation for the sale of alcohol. This item is related to item 18 above.

Mayor Blong opened the public hearing at 12:26 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Amy Stretcher Burkes moved to approve the first of two readings of Ordinance No. 10651; seconded by John Burkholder.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10652.

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

Mayor Blong opened the public hearing at 12:28 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10652; seconded by Jack Ladd.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10635.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a special exception for a reduced minimum rear and side yard setback.

Mayor Blong opened the public hearing at 12:32 p.m.

Andrew Garcia, 4411 Stanolind Ave, reported when he purchased the home, the building was already there and that the neighbor called the City saying the building was not safe. The City came out and told him that the building was not safe and he could take it down and rebuild without permits, since it's an existing pad and he is upgrading to make it safe.

There being no one else wishing to speak, the public hearing was closed at 12:34 p.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10653; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

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)**

City Manager Tommy Gonzalez reported items 24 and 25 are connected.

General Services Director Regina Stephenson reported on the purchasing thresholds, purchasing cooperatives, online procurement & bidding portal called "Bonfire", Clubhouse HVAC specifications, procurement process and that only one bid was received. Ninety two percent of the costs are for equipment only. The AAON HVAC unit meets the requirements and are built specifically for this type of application. Ms. Stephenson also reviewed the timeline and process improvements.

Council Member Burkholder reported on his findings with regard to HVAC companies not wanting to work during the summer so they didn't bid. Council Member Burkholder also encouraged others to come to the bid walk.

Parks and Recreation Director Laurie Williams reported there are not a lot of companies in Midland that work on AAON units. General Services Director Regina Stephenson reported on several reasons why this is difficult, including that the exchange of air has to be correct.

Deputy City Manager Jose Ortiz reported they are seeing a pattern of one bidders and are trying to figure out how to increase bidding.

Council Member Ladd inquired of the odds of getting more bids.

General Services Director Regina Stephenson reported on different things contractors may have to have, such as, certificates, licenses, bonds and insurance that could be deterrents.

Shelly Haenggi, 4806 Rustic Trail, General Manager for the Midland Rockhounds reported on what their needs and goals are for the 2026 season. Some of these are requirements of Major League Baseball (MLB).

Discussion ensued among Council. The entire discussion may be heard at www.midlandtexas.gov.

Brian Stubbs moved to approve Resolution No. 2025-096; seconded by John Norman.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

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)**

ITEM PULLED BY STAFF; NO ACTION TAKEN.

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)**

Strategic Partnerships Officer Lindsey Adams, Grant Writer Michele Hagemann and Engineering Services Director Gabriel McClelland gave a brief update of the 2025 Vision Zero Comprehensive Safety Action Plan (CSAP).

Ms. Hagemann reported on data with regard to traffic, high-injury network, total crash data comparison (based on injury severity), severe and fatal (KA) crash comparison -19% reductions and enforcement efforts.

Engineering Services Director Gabriel McClelland reported on infrastructure improvements.

Strategic Partnerships Officer Lindsey Adams reported on the new CSAP strategy to create and implement policies and procedures to enhance enforcement and promote safety.

Engineering Services Director Gabriel McClelland reported on the next steps for the City of Midland such as ADA enhancements, reflective back plates, “tattle-tale” lights, updating pedestrian facilities, no traffic AI automated signal timing and MioVision. Mr. McClelland also reported on continued collaboration between the City and County.

Council Member Stubbs reported the group has done a great job working together (City and County).

City Manager Tommy Gonzalez reported the City received \$8.6 million in funding.

Council Member Ladd reported these plans have to be in place to receive funding and thanked staff.

Brian Stubbs moved to approve Resolution No. 2025-098; seconded by Jack Ladd.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

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)**

John Burkholder moved to approve Resolution No. 2025-099; seconded by Jack Ladd.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

This item is related to item 26. No discussion needed.

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)

Mayor Blong provided an intro to this item by verifying with Utilities Director Carl Craigo that the contract that governed the Colorado River Municipal Water District (CRMWD) was established in 1966.

Council Member Ladd reported there have been many meetings to include two Mayors, three City Managers and one utilities director.

Utilities Director Carl Craigo gave a brief overview of the item noting the collaborative alignment that led to real results, current water supply, water capacity flow chart, future water supply, redundancy in the system and active system improvements.

City Manager Tommy Gonzalez reported that over the life of the contract this is a \$105 million in tax payer savings beginning in 2030 over a 30-year period. If the additional 10-years is selected, there will be an additional \$140 million in savings.

Council Member Burkholder suggested Mr. Craigo touch on the capital improvements and the changes in the contract.

Mr. Craigo, reported that in the 1966 contract, any large capital project that the CRMWD did, the City had no approvals but would receive a bill, some as much as \$2 million dollars. This new contract takes that away.

Mayor Blong reported the capital improvements is very important.

Utilities Director Carl Craigo reported it frees up seven million dollars.

City Manager Tommy Gonzalez reported the goal is to get to a 100 year water supply.

John Burkholder moved to approve Resolution No. 2025-100; seconded by Jack Ladd.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Poole

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”.

This presentation was done under item 4 of this agenda.

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:

Mayor Blong recessed the City Council meeting to go into Executive Session at 1:28 p.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.
 - 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.

All the business at hand having been completed, the meeting adjourned at 3:01 p.m.

PASSED AND APPROVED August 12, 2025.

Lori Blong, Mayor

ATTEST:

PACKET

4a.15

August 12, 2025

MINUTES

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July 22, 2025

DRAFT



City Council Meeting

Item Number: 4
Meeting Date: August 12, 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 (DEFERRED FROM JULY 22,2025) (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.



City Manager's Office

RESOLUTION NO. 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

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 22nd day of July, 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: 5
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION ADOPTING A NEW PURCHASING POLICY AND RESCINDING ALL PRIOR CONFLICTING POLICIES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution updating the Purchasing Policy for the Purchasing Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Purchasing Policy was last approved in 2023. The revised purchasing policy reflects changes as shown below:

1. Change General Services approval threshold from \$15,000.00 to \$30,000.00
 - Cuts 2–5 days from the approval cycle for routine, budgeted items between \$15,000.00 and \$30,000.00.
 - Keeps all existing competitive-quote, HUB-outreach, and Council-approval

safeguards in place.

- Aligns Midland with peer cities such as Abilene and Bryan, which delegate up to \$35 K at the department-director level.
2. Change sealed bid limit from \$50,000.00 to \$100,000.00
 - Senate Bill 1173 changed the sealed bid limit to \$100,000.00 effective September 1, 2025.
 3. Change City Council approval limit from \$100,000.00 to \$200,000.00
 - Projects and contracts under \$200,000 can move forward without waiting for Council agendas and approvals, reducing delays.
 - Fewer items need to be placed on the Council agenda.
 - Free the City Council to focus on higher-level policy issues.
 - Adjusting to \$200,000.00 brings the limit in line with current economic realities due to inflation.
 4. Delegation of Authority for Procurement
 - Delegates authority to the City Manager (or designee) to determine the best value procurement and construction methods in accordance with Texas Local Government Code §252.021(c) and Texas Government Code §2269.056(a).
 - To streamline project delivery and meet tight timelines, staff recommends adopting a resolution.

Please see attached memo from Dr. Steven Sierra Alcabes for further discussion.

Staff recommends the approval of the updated Purchasing Policy for the City of Midland.



City Manager's Office



City of Midland, Texas

Mayor & Council Briefing Paper

Subject: Delegate contract approvals under \$200,000 to the City Manager

1. Executive summary

Over the last 18 months our Purchasing team has cut average “requisition to- award” cycle time from approximately 78 days in 2024 to about 47 days in 2025 (and as low as 23 days in Q3 2025), a 60 percent reduction driven by Lean Six Sigma process work. The single biggest residual delay is waiting for Council agenda placement and formal approval, which today is required- for every contract above \$100,000. Raising that delegation ceiling to \$200,000 would:

- Remove roughly 51 percent of routine, low-risk items (under \$200k) from Council agendas.
- Trim 10-15 calendar days from each affected procurement (the average “agenda wait” we record).
- Keep Council focus on the ~49 percent of contracts that represent 96 percent of total dollars.

Peer Texas cities already delegate similar or higher amounts (Austin ~ \$58 k; Flower Mound \$50 k; Plano \$100 k), while Dallas is studying increases after finding that Council review adds “multiple months” to timelines. Moving Midland’s threshold to \$200 k would place us among the most progressive, efficiency-oriented- municipalities in the state.

Inflation impact: The current \$100,000 approval threshold was reasonable a generation ago, but cumulative price growth has cut its purchasing power to barely one-third of the 1985 level and less than one-sixth of the 1975 level. In practical terms, \$100,000 today buys what \$73 k did just ten years ago, and only \$17 k did fifty years ago. Raising the City Manager’s delegation to \$200,000 merely recalibrates the limit to about the same real-dollar value Council approved in the mid-1990s, while keeping Council oversight on two-thirds of total contract dollars.

2. Cycle time performance and remaining bottleneck

Phase	Max days observed	Average days Q1 2024	Average days Q3 2025	% Improvement
1 Initiation	15	6.1	3.9	↓36 %
2 Scope	24	7.4	4.5	↓39 %
3 Solicitation drafting	130	29.0	23.1	↓20 %
4 Bid posting & advertising	84	22.0	15.8	↓28 %
5 Evaluation	25	15.4	11.1	↓28 %



Phase	Max days observed	Average days Q1 2024	Average days Q3 2025	% Improvement
6 Negotiation & award	62	14.2	10.9	↓23 %
Total	142	75	23	↓69%

Council agenda wait averages 12–15 days and occurs in Phase 6; removing it would put our total cycle time under 55 days—within the best- in- -class 60-day target used by Texas Comptroller benchmarking.

3. Contract value- profile (Jan 2024 – Jul 2025)

Contract value band	Count	Share of total contracts	% of Total \$ Value	Total \$ Value per Band
<\$50 k	12	23 %	0.419 %	\$184,865
\$50 k–\$100 k	6	11%	1 %	\$397,240.65
\$100 k–\$200 k	9	17 %	3 %	\$1,319,250.13
>\$200 k	26	49 %	96 %	\$42,212,485.41

51 percent of contracts are below \$200k yet represent 4.31 percent of total spending, ideal for streamlined approval.

4. Statutory landscape and peer practice

- **State bid law:** Competitive bidding is triggered above \$100,000 beginning 1 Sep 2025 under SB 1173.
- **HUB outreach:** Purchases \$3,000–\$50,000 already require HUB contact; unchanged by this proposal.
- **Peer thresholds:**
 - * Austin Council approval $\geq$ \$58 k
 - * Flower Mound Council approval $\geq$ \$50 k
 - * Plano Council approval $\geq$ \$100 k
 - * Dallas study shows Council review adds “multiple months” for items > \$100 k

Raising Midland’s threshold to \$200 k would still leave Council oversight on a greater share of contracts ($\approx$ 96 % of dollars) than Austin, Plano or Phoenix (threshold \$250 k, reducing timelines 2-4 weeks).

5. Governance safeguards

1. **Quarterly reporting:** Staff will submit a public summary of every contract \$100 k–\$200 k executed under delegated authority.



2. **Random compliance audits:** Internal Audit will sample 10 percent of such contracts each quarter, mirroring Dallas and Phoenix controls.
3. **No change to competitive requirements:** Formal solicitation, evaluation panels, and ethical standards remain intact.
4. **Emergency override:** Council retains ratification rights for any expenditure when warranted.

6. Recommendation

Approve an ordinance amending the Purchasing Program Policy to delegate contract execution up to \$200,000 to the City Manager (or designee), subject to the safeguards above. This change will:

- Cut 12-15 days per affected procurement—reducing total cycle time to $\approx$ 55 days
- Free $\sim$ 40 routine items from the annual Council agenda, allowing focus on high-impact projects
- Keep Midland ahead of peer cities on efficiency while preserving transparency and fiscal stewardship

Requested action: Direct legal staff to draft the ordinance and schedule first reading for the next regular Council meeting.

Respectfully submitted,

Dr. Steven Sierra Alcabes
Process Engineer Officer

References

Austin City of. (2015). *Purchasing Processes*.
Child Poverty Action Lab. (2025). *Analyzing the City of Dallas' Procurement Threshold*.
City of Plano. (2023). *Procurement of Goods and Services Policy*.
Flower Mound Town of. (2025). *Procurement Thresholds*.
Texas Local Government Code § 252.0215 (HUB requirements).
Texas Municipal League. (2023). *Texas Municipal Procurement Laws Made Easy*.
Texas Senate. (2023). *S.B. 1173, 88th Leg., Reg. Sess.*

RESOLUTION NO. _____

**RESOLUTION ADOPTING A NEW PURCHASING
POLICY AND RESCINDING ALL PRIOR
CONFLICTING POLICIES AND RESOLUTIONS; AND
ESTABLISHING AN EFFECTIVE DATE OF
SEPTEMBER 1, 2025**

WHEREAS, the Midland City Council finds it to be in the public interest to establish guidelines and provide specific direction concerning the acquisition of goods and services on behalf of the City;

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

SECTION ONE. That the new Purchasing Policy of the City of Midland, Texas, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted and approved.

SECTION TWO. That all prior conflicting policies and resolutions adopted by the City Council are hereby rescinded in all respects as of the effective date indicated in Section Three.

SECTION THREE. That the new Purchasing Policy of the City of Midland, Texas, shall become effective on September 1, 2025.

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

Title: P-100 Purchasing Policy		Contents: P-100
		Submitted By: E. Martinez
		Approved By:
Effective Date: September 1, 2025	Supersedes No.: 2023-053	Page No.: 1 of 28

P-100 Purchasing Policy

1.OBJECTIVE

The primary objective of the Purchasing Division is to govern goods and services expenditures incurred by the City of Midland (the “City”) for authorized City business.

The Purchasing Division’s goal is to support the City’s administrative staff in accomplishing the goals and directives established by the City Council and the City Manager. The Purchasing Division shall promote fair and open competition for the procurement of all goods and services in accordance with all applicable state and federal laws.

1.2 OVERVIEW OF POLICY AND FRAMEWORK PURCHASING DIVISION

It is the policy of the City to assure fair and competitive access by responsible vendors/contractors to the purchasing requirements of the City and to conduct business activities in such a manner as to foster public confidence in the integrity of the City. The City adheres to all applicable state and federal laws and regulations, as set forth in the Texas Local Government Code and as published in the City’s purchasing manual.

If any conflict exists between this Purchasing Policy and the City Charter, the City Charter shall govern.

1.2.1 ORGANIZATION OF PURCHASING DIVISION

There is hereby established in the Department of General Services, the Division of Purchasing, the head of which shall be the City Purchasing Manager. The City Purchasing Manager shall be appointed by the General Services Director subject to approval of the City Manager, and shall receive such salary as is duly appropriated therefor.

2. SCOPE OF AUTHORITY; DUTIES OF THE PURCHASING DIVISION

Scope of Authority

Whereas the Midland City Code at Title I, Chapter 5, Section 5(J) bestows upon the City Manager certain duties and authorities for the purchase of goods and services for the City, and permits the City Manager to delegate those duties and authorities.

- The City Manager hereby delegates to the General Services Director the authority and it shall be his or her duty to purchase, or contract for all supplies, materials, equipment and contractual services needed by any and all departments of the City.
- The General Services Director delegates these duties and responsibilities to the City Purchasing Manager.
- Departments have no authority to order directly from, or in the absence of permission from the City Purchasing Manager, to negotiate with salesmen.
- The General Services Director is responsible for overseeing the Purchasing Division. The Purchasing Manager is responsible for executing all duties described below.

Title: P-100 Purchasing Policy		Contents: P-100
		Submitted By: E. Martinez
		Approved By:
Effective Date: September 1, 2025	Supersedes No.: 2023-053	Page No.: 2 of 28

Purchasing Manager Duties

Under the general supervision of the General Services Director and the City Manager, it shall be the duty of the Purchasing Manager to perform the following:

Policy Enforcement

Observe and enforce the policies outlined herein and all related regulations.

Encourage Competitive Bidding

Encourage purchasing by competitive bid, either formal or informal.

Buy Goods Made in the United States of America

Purchase goods made in the United States when it is possible to obtain suitable and satisfactory materials, supplies, and equipment at fair and reasonable prices.

Maintain Ethical Behavior

Conduct the Purchasing Division in such a frank and open manner that bidders may be confident of the fairness of all awards and thus be encouraged to continue to furnish competitive bids so that the City may secure the best service or articles of the highest quality at the best price at all times, meeting the intent of the *Principles and Standards of Purchasing Practices* published by the Institute of Supply Management (ISM), formerly know as the National Association of Purchasing Management (NAPM).

All individuals performing any portion of these duties shall adhere to these standards.

Investigate Possible Criminal Acts by Vendors

Investigate the possibility of collusion in cases of repeated bids or repeated awards to the same vendors and investigate any instance where a conflict of interest may exist.

Maintain Records

Maintain a record of all bids, quotations, contracts, vendor and commodity lists, requisitions, policy documentation, policies and purchases for periods as prescribed by the official Records Retention Schedule, as published by the City Secretary's office and summarized as follows:

- Purchase orders, requisitions, bid requests:End of FY + 3 years
- Contracts for services, purchase agreements, Vendor 1099 info 4 years
- Policy documentation files, policy statements, total cost bids..... 5 years
- Vendor and commodity lists, state contractsUntil Superseded

Maintain Commodity Classifications

Prepare a classification of commodities and commodities by vendor for use in selecting vendors and preparing bid requests.

Specification Preparation

Prepare specifications when practical, governing purchases of various items, and submit such specifications to the City Manager for approval or the approval of the City Council, as applicable. However, when it is proposed to purchase articles of a technical or scientific nature, or for special use, the head of the requisitioning department

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		Approved By:
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(here in after, a “*User Department*”) shall submit specifications to the Purchasing Manager for review and enhancement where necessary, or detailed information for specification preparation. In the event of disagreement between a director and the Purchasing Manager regarding such enhancements, the General Services Director or City Manager shall determine the matter.

Inspection & Testing

Provide for and/or require inspection and appropriate testing for goods delivered on purchase orders and make sure that inferior or unsatisfactory articles are rejected.

Warehousing

Anticipate the needs of departments and work with the Warehouse Division to maintain an adequate supply of articles or commodities for general use in the City Warehouse or contract for the same.

Optimize Procurements

Upon submittal of the annual budget by the City Manager, ascertain what and when special purchases are contemplated; prepare to buy the same, or order for deferred delivery and payment, so as to take advantage of the best price and terms.

Delegation of Responsibility

If the Purchasing Manager delegates in writing to another employee of the City to carry out any purchase transaction, it will be understood that such delegation of authority carries with it the responsibility to carry out those transactions in accordance with this Policy and the understanding that the Purchasing Manager has full authority to revoke those privileges for non-compliance with the Policy.

Delegation of Authority for Procurement Methods and Project Delivery

In accordance with Texas Local Government Code §252.021(c) and Texas Government Code §2269.056(a), the City Council delegates to the City Manager, or designee, the authority to:

1. Determine the method of purchase that provides the best value to the City, including but not limited to:
 - Competitive sealed bids
 - Competitive sealed proposals (RFP)
 - Reverse auction procedures
 - Methods authorized under Chapter 2269 of the Texas Government Code
2. Select the appropriate project delivery method for construction projects, including but not limited to:
 - Competitive bidding
 - Construction Manager-at-Risk (CMAR)
 - Design-Build
 - Job Order Contracting
 - Competitive sealed proposals for construction

All such determinations shall be made in compliance with applicable state law and City policies, and documented in the procurement record. Final contract awards exceeding the City Manager’s purchasing authority shall continue to require City Council approval.

Title: P-100 Purchasing Policy		Contents: P-100
		Submitted By: E. Martinez
		Approved By:
Effective Date: September 1, 2025	Supersedes No.: 2023-053	Page No.: 4 of 28

2.1 PURCHASING ETHICS

All City staff engaged in procurement for the City shall comply with the following:

- Chapter 176 of the Texas Local Government Code (the “*Disclosure Act*”) requires a vendor that wishes to conduct business or be considered for business with the City to file a conflict of interest questionnaire. The Disclosure Act applies to all persons or businesses who conduct business with the City, including those who submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with a City. Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations’ with the City or submits to the City ‘an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

A vendor or respondent that:

- o contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- o is an agent of a person described in Subdivision (1) in the person’s business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.”

The forms required to comply with the above Government Code are available on the Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>.

- It shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee’s duties.
- It shall be a breach of ethics to attempt to influence any public employee of the City to violate the standards of conduct set forth by the City.
- It shall be a breach of ethics for any employee of the City to participate directly or indirectly in a procurement for the City when the employee knows that:
 - o The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement;
 - o A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
 - o Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- It shall be a violation of this Policy to offer, give or agree to give any employee of the City, or for any employee of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory proceeding or application, request for ruling, determination, claim or controversy, or other

Title: P-100 Purchasing Policy		Contents: P-100
		Submitted By: E. Martinez
		Approved By:
Effective Date: September 1, 2025	Supersedes No.: 2023-053	Page No.: 5 of 28

particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor/subcontractor under a contract to the prime vendor/contractor or higher tier sub-contractor for any contract for the City, or any person associated therewith, as an inducement for the award of a sub-contract or order.
- It shall be a violation of this Policy for any employee of the City knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
- Unless specifically approved in writing by the City Manager, no employee may purchase City property for his/her own personal use unless it is purchased through the City's online auction. This includes new/used equipment, materials or supplies.

Purchasing Process

The City Manager, as authorized by the City Council of the City, has delegated to the Purchasing Division, namely the Purchasing Manager, the authority to procure materials and services for the City that are within the guidelines set forth by the City Council. In certain cases, the City Manager has also granted this authority to certain City employees that have been authorized by their Department Manager to make single purchase items of less than \$3,000.00. With the exception of emergency purchases, all purchases of \$3,000.00 or more must be processed through the Purchasing Department.

2.2 INITIAL STEPS

The following are initial steps to follow when requesting to purchase a good and/or service:

1. User Department identifies the goods and services needed to meet the department's needs.
2. If the purchase is deemed to be an exception to the standard purchasing cycle (e.g. emergency purchases), a different set of procedures is followed.
3. User Department generally determines the dollar amount of estimated expenditure that will determine whether the purchasing process will be Formal or Informal, as defined herein.
4. User Department enters a requisition.
5. While not required, User Department should consult Purchasing Division to determine method of purchasing, level of urgency, and amount of flexibility desired in project.
6. User Department should provide detailed and accurate specifications to the Purchasing Division.
7. Upon award, the Purchasing Division issues a purchase order or contract and the vendor, upon receipt of the purchase order, initiates delivery of goods and/or services.
8. Certain aspects of contract maintenance such as authorizing price escalations (change orders), ensuring insurance is updated, issuing cure letters for vendor non-compliance, etc. is the responsibility of the Purchasing Division. Other contract maintenance items such as routine or periodic management of the service components of the bid, including price verification, remain with the user department.

The dollar amount will determine whether the purchasing process will be an informal or formal one. There are standard thresholds based on purchasing laws that must be complied with, however, some

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discretion as the exact method of purchasing that can be used once it is known whether the bid will be informal or formal. Final determination of the appropriate procurement method will be made by the Purchasing Division on a case-by-case basis.

NOTE: User Departments are responsible for any good or service purchased without the appropriate authorization.

2.3 AUTOMATED ELECTRONIC PROCUREMENT SYSTEM

Pursuant to the Texas Local Government Code, Section 252.0415, the City adopts the following rules to ensure the identification, security, and confidentiality of electronic bids and proposals and to ensure that the electronic bids and proposals remain effectively unopened until the proper time.

Electronic Bidding: Electronic sealed bids and proposals shall be processed in accordance with Section 252.0415(a) of the Local Government Code requiring the identification, security and confidentiality of electronic bids and proposals to remain effectively unopened until the proper time.

Identification: Requests for bids and proposals will be advertised and issued via publicly available websites that do not require payment to access. A notification will be added to bid/proposal terms and conditions stating suppliers should submit responses electronically through the City’s service provider at the appropriate electronic address listed. An automatic “e-mail return notification” will be sent to the submitting vendor upon receipt of vendor’s bid/proposal.

Security: Until the specified bid/proposal closing time, no individual (including City staff) shall have access to unseal or download submissions. At the specified bid/proposal closing time, a password-enabled employee in the Purchasing Division will unseal and download all bids/proposals including the tabulation summary assembled by the City’s service provider. A bid/proposal that is submitted nonelectronically may be accepted manually and then entered electronically by Purchasing Division after the bid/proposal opening, as stated in bid and proposal document terms and conditions.

Confidentiality: Purchasing Division staff shall read aloud all bid/proposal responses received by the closing time and date to any interested parties present at the opening. After tabulation of bids or proposals, staff will post the tabulation.

1. The use of the electronic bidding system will be posted on all notices of a bid or solicitation using the electronic system.
2. All electronic sealed bid/proposal data will be stored in encrypted database fields while the solicitation is still available for vendor responses.
3. Access to the system by authorized users shall be logged and tracked for audit purposes to ensure security.
4. Identity authentication: Each vendor user shall be required to use a unique user account and password. Further, the City may request additional identity information within an electronic bid/proposal event.
5. The system provides options for dictating password requirements/complexity for City staff. The system also requires complex passwords for all vendor users.
6. All data transmitted between end users and the system shall be encrypted in transit and at rest using industry-leading security procedures and algorithms.

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7. The contents of a vendor's electronic sealed bid/proposal response is sealed in an electronic "lockbox" and unavailable to all users until after a bid's due date and time passes.
8. Only authorized City staff, with an approved user account and password provided by the Purchasing Division, and only on or after the established due date and time, can open the electronic bids or proposals. The system shall provide an audit trail indicating who unsealed the bids/proposals with a corresponding time stamp.
9. Passwords are stored in an encrypted format.
10. User sessions are validated to prevent hijacking and expire after a period of inactivity.
11. Key buyer and vendor activities are audited, such as vendor response submission or unsealing of solicitation data.
12. The application shall not allow for late submissions after the closing date and time.
13. The City shall determine when and what time information is released to the public pursuant to Texas Law.
14. A hard copy bid will still be an option for all bidders according to Texas law.
15. Specific procedures consistent with these rules will be adopted from time to time and made part of the Purchasing Policy and Procedures to improve and enhance the electronic bidding system.
16. Issues and complaints related to the electronic system shall be handled under the same procedures as established in the City's Purchasing Policy and Procedures or as specifically provided in the procurement document.
17. The Purchasing Division is responsible for ensuring that any system used for the electronic receipt of bids complies with the City's Procurement Policy, current State Law and the aforementioned rules.

2.4 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
\$200,000.00 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
** \$100,000.01 to \$199,999.99	Sealed or Cooperative Pricing	Purchasing	Department Head Purchasing General Services Director City Manager	Formal Advertisement Sealed Bid (Paper/Electronic)
\$30,000 to \$100,000.00	3 Written Quotations or Cooperative Pricing	Department/ Purchasing	Department Head Purchasing General Services Director City Manager	Paper or Electronic Quotation
\$3,000 to \$29,999.99	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.				
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The following standard approval route applies to All City Departments for purchase requests. Certain monetary thresholds referenced herein are prescribed by applicable statutes, which are notated with “**” following the monetary threshold figures. Any changes made to such applicable statutes regarding the monetary thresholds shall be incorporated herein and made apart of this Purchasing Policy as of the effective date of said changes.

Purchases under \$3,000.00

Items under \$3,000 are considered small purchases. These items can be ordered, received, invoiced and paid according to the Finance Department’s three-way match. One quote from a potential vendor is required; they may be obtained by the User Department if desired. It is recommended that the User Department gather more than one quote as part of regular due diligence to ensure departments maximize City dollars. Departments are encouraged to utilize Procurement Cards (P-Cards) for items under \$3,000.

Purchases between \$3,000.00 and less than \$100,000.00****

Chapter 252 of the Texas Local Government Code requires that, for purchases over \$3,000.00** and less than \$100,000.00**, at least two Historically Underutilized Businesses (HUBs) be contacted. If no HUBs exist for the commodity being purchased, then this requirement does not apply. User Departments can find a list of HUBs in Midland County by accessing the link located at <https://comptroller.texas.gov/purchasing/>. Purchasing will confirm that purchases over \$3,000.00 comply with the HUB requirements as set for the local government code.

The primary methods to purchase items under this threshold include the following:

- **Quotes.** A minimum of three quotes shall be obtained by the User Department. The Purchasing Division may assist gathering quotes at the request of user department. If one of the three quotes is a “no bid” then at least one other vendor must be contacted to ensure that due diligence has been performed throughout the process. Please note that depending on the complexity of the purchase, the Purchasing Division may elect to initiate an Informal Bid. In this instance, the User Department shall provide all the information necessary for an Informal Bid preparation. All back- up information regarding bids shall be sent electronically. This includes, but is not limited to, bid specifications, recommendation, memos and vendor information. Please keep in mind that HUB’s must also be contacted in order to comply with Chapter 252 of the Local Government Code and other applicable law. Sole source vendors may also be used, however, proper documentation is required to justify a sole source purchase. Purchases where only one vendor can supply the requirement must include a Sole Source Justification Form. For purchases under \$100,000.00, the General Services Director or the City Manager may elect to accept a Due Diligence Letter if a sole source letter cannot be reasonably obtained by the Department Head. Such letter shall (i) describe the due diligence performed by the User Department in searching and locating similar goods and/or services, (ii) include a justification for why such goods and/or services cannot be reasonably procured from another source, and (iii) detail why a sole source letter cannot be reasonably obtained.
- **Cooperative Purchasing Programs.** The Purchasing Division has a list of authorized purchasing cooperatives. Staff is not allowed to use non-approved purchasing cooperatives.

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Price List. A price list is acceptable for purchase orders which will require multiple payments over a period of time.

- **Informal Bid.** An Informal Bid is a bid invitation accompanied by detailed requirements, specifications (such as item and quantities) and notification to submit bid responses by a specified date and time. This unsealed bid method does not require a public opening at a specified date and time. The following steps are required for this process:
 1. The User Department provides the Purchasing Division all the information necessary for informal bid preparation.
 2. When bids are obtained in conjunction with the bid due date, the Purchasing Division will submit all vendor bids and bid tabulation to the user department for recommendation.
 3. The standard criterion for awarding an informal bid is determining the lowest bid. The User Department shall submit additional justification to the Purchasing Division if it does not select lowest bid.
 4. The User Department will notify Purchasing of its recommendation via letter, memo or email.
 5. Purchasing will issue a purchase order or contract in compliance with bid details (e.g., payment terms, options, etc.).
- **Formal Bid.** A formal bid is a bid invitation accompanied by detailed requirements, specifications (such as item and quantities) and notification to submit bid responses by a specified date and time. This sealed-bid method does require a public opening at a specified date and time.

Purchases over \$100,000.00**

Purchases for goods and services over \$100,000.00** are required by state law to be competitively solicited through a formal bid process unless there is an exception. At a minimum, formal solicitations should be advertised for at least 15 days from the first day of advertisement of a bid. Complicated solicitations take longer for vendors to respond and therefore may require a longer duration.

Change Orders for Purchases over \$100,000.00**

Pursuant to Texas Local Government Code §252.048(c), the General Services Director, or their designee, is hereby authorized to approve a change order for a purchase over \$100,000 that involves a decrease or an increase of \$50,000 or less; provided, however, (1) that all change orders to the contract, in total, shall not increase the original contract price by more than 25 percent and (2) that the original contract price may not be decreased by more than 25 percent without the consent of the contractor.

Additionally, the City Council may approve a change order; provided, however, (1) that a contract with an original contract price of \$1 million or more may not be increased by more than 25 percent, (2) that if a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent, and (3) that the original contract price may not be decreased by more than 25 percent without the consent of the contractor.

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3. REQUISITIONS

Source of Forms

Each department shall request purchases on requisition forms issued by the Purchasing Manager's office or electronically through the designated procurement software. Most requisitions will be initiated electronically by the User Department and workflow according to the chart above.

Requisition Approval

Each requisition shall be signed or electronically approved by the division manager in charge of the department issuing the requisition.

Description/Specification

A User Department submitting a requisition shall specify the article or service desired in such terms as to make all specifications as open to competition and as least restrictive as possible. The User Department shall strive to provide adequate competition among as many bidders as possible.

Purchase orders for material, equipment, or services over \$100,000.00 or more must include a complete set of specifications describing in detail the item(s) to be purchased.

The use of a brand name and model is acceptable with the statement "or equal meeting the following minimum specifications."

Departmental Purchase Orders and Purchasing Card Receipts

Departmental purchase orders or purchasing card receipts for purchases of less than \$3,000.00 are required for the purpose of controlling records and payment advice, even though the Purchasing Division may not have authorized the purchase.

Requisition Scheduling

The Purchasing Manager may announce a schedule of dates or periods during which routine requisitions will be accepted.

Splitting of Orders

No splitting of orders is permitted as an evasion of any requirement prescribed by statute, the City Charter, ordinance, or administrative order. Penalties for order splitting are stated in Employee Responsibilities section on this Policy.

Budget Transfers

When funds are not provided for in the appropriate expense classification but are available in another expense classification in the current budget, the appropriate budget transfers shall be made through the use of the forms and procedures, as provided by the Finance Department, before submitting the requisition to the Purchasing Division.

Requisitions Subject to Budgetary Control

Requisitions shall be certified by the Finance Department as to the availability of funds prior to receipt by

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Purchasing Division; and no purchase order involving an amount of \$3,000.00 or more shall be issued unless and until the requisition has been so certified, or in case of an emergency as stated herein.

Correct Dollar Amounts

Whenever possible, requisitions and departmental purchase orders shall state the correct amount involved.

Document Review

The Purchasing Manager is required to review all requisitions for completeness of description and other essential information. The Purchasing Manager authorized to perform the following:

- **Inventory Items.** Remove any item from the requisition that can be supplied from the central storeroom or municipal warehouse.
- **Request Explanations.** Question an item and require an explanation in writing from the User Department. If a resolution cannot be reached, the matter shall be referred to the General Services Director who may resolve the conflict or refer it to the City Manager for resolution.

4. PROCEDURE FOR SECURING BIDS AND MAKING AWARDS

Purchase transactions are divided into the categories below.

Fuels

Fuels shall be purchased on an as-needed basis. Verbal or fax bids shall be taken from as many bidders as practical. Award shall be made on a low-total truckload bid. In addition to bidding the qualified major distributors and or producers, bids shall be solicited from vendors listed on the Texas Comptroller of Public Accounts list of Historically Underutilized Businesses (HUBs) (See HUBs' section on this policy) for Midland County as they become registered, in accordance with statutory requirements. This list is available on the Texas Comptroller of Public Accounts website.

Services and Repairs (other than those for vehicles or equipment)

In order to verify that all contract, insurance and/or applicable statutory requirements are met, all requisitions and specifications or statement of work or any procurement of services, repairs or other labor-intensive work of amounts of \$3,000.00 or more shall be forwarded to the office of the Purchasing Manager for bidding and processing.

Commodity Purchases of Less than \$3,000.00

Commodity purchases of less than \$3,000.00 may be made by:

- the User Department's director;
- the Division Manager;
- an authorized representative with written delegation from the Purchasing Manager by using the City of Midland Purchasing Card (See the Purchasing Card Policy for complete information); or
- the purchase order provided.

Inventoried Items. Unavailable items that cannot be procured from the Central Stock Room or the Municipal Warehouse may be purchased using a purchase order or Purchasing Card (prepared)

PACKET

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Compliance with Parole Evidence and Statute of Frauds. Purchase order documentation shall be given to each vendor at time of purchase. The exception to this provision is the use of the Purchasing Card, which precludes the issuance of a written order. (Ref: Business & Commerce Code; Title 1: Uniform Commercial Code; Chapter 2: Sales; §2.201 Statute of Frauds; and §2.202: Parole or Extrinsic Evidence).

Competitive Bids Under \$3,000.00. The need for securing competitive bids under \$3,000.00 shall be at the discretion of the User Department. However, the User Department should be cognizant of the ever-present opportunity to save tax dollars by taking bids. When bids are taken, they shall be kept with the User Department's copy of the purchase order or Purchasing Card receipt and done in accordance with this Policy or Purchasing Card Policy.

Capital Outlay/Asset Disposition. When required by the Capital Asset Acquisition & Management Policy, the Capital Outlay Request shall be completed and forwarded to Accounting Division with a copy of the purchase order. A *Request for Asset Disposition Authorization* (for more information on Asset Disposition see procedure PP-110) shall be attached to the Purchasing Division's copy for replacement items.

Purchases Between \$3,000.00 and \$100,000.00

The City Purchasing Manager or User Department shall secure verbally, by telephone, e-mail fax or letter, as he/she may determine, three or more proposals/bids. The City Purchasing Manager shall determine the most advantageous bid or reject any and all bids.

Less Than Three Bids. In situations where it is impossible to obtain three bids, the General Services Director may approve recommendation of the most advantageous bid for the City from the bids that were obtained or reject any or all bids received.

Suspension of Bidding. The City Purchasing Manager, with the approval of the General Services Director, may dispense with bidding if it is not to the advantage of the City to secure bids.

Purchase Approval. The final approval for purchase for this range is made by the Purchasing Manager or the General Services Director.

Emergency Purchases. In case of an emergency, public calamity caused by fire, flood, storm or other natural disasters or acts of God, or other emergency cases created by unforeseen damage to public property or equipment, a User Department director, division manager, or their authorized representative may have discretion to make such purchases or obligations as necessary. All such actions shall be documented on a standard requisition and supported by memo that explains the nature of the emergency. This documentation shall be submitted to the General Services Director within two working days and such action shall be approved by the General Services Director.

Purchases of \$3,000.00 and Up To the Current Statutory Limit Requiring Advertisement for Sealed Bids

Historically Underutilized Businesses. Effective September 2001, legislative changes in the bidding statutes require that any solicitation under the sealed bid limit as specified in Chapters 252 or 271 of the

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Local Government Code, an expenditure of more than \$3,000.00 but less than \$100,000.00** shall include at least two (2) inquiries to Historically Underutilized Businesses or HUBs within the jurisdiction's county. These companies are certified through the Texas Comptroller of Public Accounts (TCOPA) and subsequently listed on the Texas Comptroller of Public Accounts Website. Furthermore, if there are no certified vendors listed, the requirement is subsequently nullified.

Purchasing Takes Bids. Bids shall be invited upon such specifications as have been previously approved. A requisition, specifications and/or complete descriptions by the initiating department shall be processed through the Purchasing Division. All bids for purchases in this range shall be obtained by the Purchasing Division, except as otherwise specifically approved by the Purchasing Manager.

Bid Format. Bids shall be requested by e-mail, fax or letter. Sealed bids may be issued at the discretion of the Purchasing Manager. The solicitation may be advertised and/or posted at the discretion of the Purchasing Manager. Bids will be posted on City's Internet Web Page and/or Vendor Self Service (VSS). Irrespective of the method used to solicit bids, all bids received shall be held in strictest confidence until the bids are opened in accordance with the request for bids.

Bid Receiving Address. The bids shall be received electronically or in the office of the Purchasing Manager and opened (as applicable) at the time and place designated by him or her. The Purchasing Manager, along and in cooperation with the User Department's director shall determine the most advantageous or reject any or all bids.

Single Bid. In the case where only one bid can be obtained, acceptance or rejection of the single bid for amounts of up to \$30,000.00 shall be at the discretion of the General Services Director. Bids for between \$30,000.00 and \$100,000.00** shall be sent to the City Manager with a recommendation to accept or reject the bid. Any authorization to re-advertise for bids in this range shall be in discretion of the City Manager. Any single bid with a value exceeding \$200,000.00**, shall be sent to the City Council with a recommendation to accept or reject the bid and any subsequent authorization for re-advertisement.

Purchase Approval. The final approval for purchase for this range up to \$30,000.00 is made by the General Services Director. For amounts of \$30,000.00 up to \$200,000.00**, final approval for the purchase is made by the City Manager.

Emergency Purchases. In case of emergency, the User Department director, User Department division manager, or an authorized representative thereof may make such purchases or obligations as necessary. Any such action shall be documented on a standard requisition and attached to a memo that explains the nature of the emergency. This documentation will be submitted to the General Services Director within two working days and such action shall be approved by the General Services Director and City Manager.

Purchases Exceeding the Sealed Bid Limit Established By State Law

Sealed bids shall be invited upon such specifications as have been approved in accordance with formal sealed bids. A requisition by the initiating department will be processed through the Purchasing Division.

Document Review

Completed requisitions, specifications, contracts, etc. shall be forwarded to the Purchasing Division for specification and/or review and subsequent processing. This shall include any public works contracts.

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Requisition Processing

Sealed bids shall be invited upon such specifications as have been previously approved in accordance with Document Review, above. A requisition by the User Department will be processed through the Purchasing Division.

Advertisement for Bids

After the approval of plans and/or specifications, notice of the time and place of the bid opening shall be published in the official newspaper once a week for two consecutive weeks prior to the time set for the bid opening. The date of the first publication shall be at least 14 days prior to the date set for the bid opening. In the case of a public works contract, the second advertisement for bids will be published no later than the 10 days before the first day on which bids may be submitted, and said contract shall be awarded to the lowest and/or most advantageous and responsive/responsible bidder offering the best quality, product, or service, after approval by the City Council. Any or all bids may be rejected.

Bid Delivery Point

All bids shall be sealed and delivered to the Purchasing Office or received electronically by the Purchasing Office. At the time announced, there shall be a public opening of all bids received by the Purchasing Division at such place as designated in the advertisement. The City Secretary or his/her designee shall witness said bid openings and record bid amounts. After the bid opening, custody of all documents shall be given to the Purchasing Division for further action.

Single Bid

The results of the bid opening shall be recorded. Bids between \$30,000.00 and \$200,000.00** shall be sent to the City Manager with a recommendation to accept or reject the bid. Authorization to re-advertise for bids in this range may be issued by the City Manager. Any single bid so opened over \$200,000.00** shall be sent to the City Council with a recommendation to accept or reject the bid and any subsequent authorization for re-advertisement.

Bid Tabulation

The Purchasing Manager shall tabulate the bids and, with the User Department director involved, evaluate the bids and said bids shall remain on file in the office of the Purchasing Manager, as stated in the official notice. A recommendation by the User Department shall be made to the Purchasing Manager, who will then review the recommendation with the bids and make a final recommendation to the City Council.

Purchase Approval

The City Manager may approve a purchase under \$200,000.00. The City Council, upon recommendation from the Purchasing Division and the City Manager shall determine the most advantageous bid for the City and award a contract by resolution for purchases of \$200,000.00 or more. The City Council shall have the right to reject any or all bids, and, in the event all bids are rejected, may call for new bids, which shall be advertised in like manner as the original bids. If a bid is submitted by a local bidder, but is not the low bid, and the local bidder completed the *Affidavit for Eligibility in Consideration of Location of Bidder's Principle Place of Business* and is within the statutory preference of a local bidder, the Purchasing Manager shall evaluate the bidder's eligibility and make note in the recommendation to Council.

Specifications Available for Review

For advertisement of such proposed contracts and purchases, the specifications shall be available for review at the Purchasing Office, 5/21/2025 to 8/12/2025.

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of the Purchasing Manager and be subject to the inspection of all persons and companies desiring to bid.

Contract Execution

Execution of any contract documents and verification of bonding and insurance compliance by the successful bidder shall take place in the General Services Offices. Subsequently, the signed contract shall be placed in the care and keeping of the City Secretary's office.

Emergency Purchases

In case of emergency, the User Department director, Division Manager, or his/her authorized representative may make such purchases or obligations as necessary. Any such action shall be documented on a standard requisition and supported by documentation explaining the nature of the emergency. This documentation shall be submitted to the Purchasing Manager within two working days. Such action shall then be approved by the General Services Director for amounts of up to \$30,000.00, and for amounts above \$30,000.00 by the City Manager. Emergency purchases of \$200,000.00 or more shall be submitted to Council for ratification.

REQUESTS FOR PROPOSALS (RFP)

RFPs should be used sparingly for complicated bids that require the vendor/contractor to provide a great deal of feedback on what is being procured. The RFP process should be the same as any requisition with the following exceptions:

- An extended time frame from the time it is issued to the opening (a period of several months is not unusual);
- No information is revealed to any proposer until the contract is awarded; and
- The procedure follows the sealed bid process.

Purpose

The RFP process allows for the flexibility to secure the best economic advantage utilizing 'best value' to purchase the product or service for the User Department.

Use of RFP's

A determination is made that the use of competitive-sealed bidding is either not practical or is not advantageous to the City. RFPs are generally used for purchases of highly technical supplies and services and insurance.

Statement of Work

The User Department is responsible for the submission of a statement of work/technical specifications with a requisition that defines specific needs and requirements. The Purchasing Division is responsible for ensuring that the statement of work/technical specifications is quantified and structured so as to:

- Secure the best economic advantage utilizing a best value analysis;
- Be clearly stated;
- Be contractually sound;
- Be unbiased and non-prejudicial toward offerors;
- Encourage innovative solutions to the requirement described; and
- Permit free and open competition to the maximum extent reasonably possible.

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Time Allowance

The RFP process is a complex procedure and should not be rushed. The proposer(s) should be given adequate time to prepare a comprehensive and complete proposal. The timeline for the RFP process should be as follows:

- Minimum of 15 calendar days from issuance to opening;
- Minimum of 15 working days from opening for evaluation and award; and
- An allowance for additional time of a site visit or a pre-proposal conference is required.

Posting and Advertising

Advertisements must be published in the local newspaper and announcements must be posted on the City's website. The Purchasing division should send notices to known interested bidders.

Proposal Opening

No information is revealed at the opening of the proposals. The contents of the proposals shall remain confidential until the date of award. The names of the proposals shall not be revealed.

Evaluation

Only information provided with the proposal, subsequent discussions and clarifications provided in writing, and the any best and final offer shall be used in the evaluation process and award determination. The award criteria section must contain a statement of the areas to be evaluated and the relative weights of each. To accomplish the evaluation, the User Department and/or Purchasing Division should:

- Put together an evaluation team;
- Develop an evaluation matrix for scoring the proposals; and
- Meet with the Purchasing Manager to score and evaluate the proposals.

Selection and Recommendation

The proposer that receives the best total aggregate score by the evaluation team may be recommended for award of the contract.

Award

A memo is prepared by the User Department to the Purchasing Manager that identifies the successful proposer and the basis for the award decision. A final recommendation will be written by the Purchasing Manager to the City Manager for the City Council's consideration, if applicable.

Contract File

All documentation generated by the evaluation team, including the individual team member's reports and supporting written rationale and the final recommendation shall be included in the contract file. The requisition shall reference the entire RFP contract file, including:

- Responses;
- Best and final offers;
- Memoranda of discussions;
- Related correspondence;
- Evaluation scoring;

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- Memorandum of award; and
- Other pertinent documentation.

REQUEST FOR QUALIFICATIONS (RFQ)

Scope

All RFQs shall follow the requirement set forth in Chapter 2254 of the Texas Government Code.

Purpose

The RFQ process is used for obtaining proposals from interested persons or entities for evaluation and determination of the most qualified person or entity to perform a professional service (e.g., engineering, consulting, architecture, etc.).

General

An RFQ is used to acquire information concerning the qualifications of a person or entity to perform professional services. There are some instances where the RFQ is the only requirement for procurement. These types of services are specifically stated in Chapter 2254 of the Texas Government Code. While mandatory for these services, the RFQ may be used for other consulting services as well. When in doubt as to whether or not an RFQ, RFP or RFB process is necessary, consult the Purchasing Division.

Services That Require the Use of an RFQ

Definitions as given in Tex. Gov't Code sec. 2254.002.

(1) "Governmental entity" means:

1. a state agency or department;
2. a district, authority, county, municipality, or other political subdivision of the state;
3. a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or
4. a publicly owned utility.

(2) "Professional services" means services within the scope of the practice, as defined by state law, of:

1. accounting;
2. architecture;
3. landscape architecture;
4. land surveying;
5. medicine;
6. optometry;
7. professional engineering;
8. real estate appraising; or
9. professional nursing; or

provided in connection with the professional employment or practice of a person who is licensed or registered as:

1. a certified public accountant;
2. an architect;

PACKET 3. a landscape architect;

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4. a land surveyor;
5. a physician, including a surgeon;
6. an optometrist;
7. a professional engineer;
8. a state certified or state licensed real estate appraiser; or
9. a registered nurse.

Advertising

The statute does not state that advertising is necessary. However, if you are in doubt whether or not you are aware of all other professionals in the service area you are recruiting, then advertising may be prudent. You may also want to advertise in appropriate trade journals etc. as well as the City website.

Other Professional Services

There may be other services that may be acquired under this format; however, it may be more practical to acquire said services using one of the other forms of request. Please contact the Purchasing Division for additional information or guidance in choosing the proper form of request when professionals service may be required.

Format and Content of the RFQ

Format. Normally the simplest form is a letter.

Content. The RFQ shall state the following information to ensure that the Purchasing Division can evaluate the proposals:

- Basic description or Scope of Work that to be performed;
- Location of the work;
- Type of information that the submission should contain when returned to the requestor. This may include, but not limited to, the following:
 - List of past projects that are similar in scope and size (include contact names and phone numbers);
 - List of persons that will be working on the project and their resumes;
 - An audited financial statement for the last several years to determine the viability of the business; and
 - The estimated time for completion.
- A contract for the services to be performed, if possible; and
- If the contractor is required to actually perform work on site, insurance requirements agreeable to the City.

Response

Upon receipt of the responses, the person responsible for the RFQ should have an evaluation team prepared to evaluate each of the responses for the following criteria:

- Completeness of the information for each requested item;
- Apparent ability to perform the work;

PACKET Responses from the references submitted; 5.25

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- How the time frame for completion fits the City's requirements; and
- The location from which the responder will be working, if travel is required to Midland (this can be an important issue in terms of overall project cost).

Selection

Each evaluator should use the same weighted scale for the evaluation. The evaluation team should meet and review the results. A selection should be made based on the team's evaluation of the responses and other applicable criteria.

Negotiation

A negotiation team shall then proceed with negotiating costs for the performance of the work. If a mutually-satisfactory price cannot be determined, then negotiations shall cease and the second best responder shall be contacted and the negotiations shall begin once again.

The professional fees under the contract must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations. Said fees shall not exceed any maximum provided by law. This process shall continue until an agreement can be reached with a responder.

Contract Execution

The negotiated terms are integrated into a contract that is sent to the responder for signature. The signed contract should be returned with the properly-endorsed insurance certificates.

A responder shall not be selected on the basis of competitive bids submitted for the contract or for the services, but shall make the selection on the basis of the following:

- Demonstrated competence and qualifications to perform the services; and
- A fair and reasonable price.

Release of Information to Bidders or Others

To reduce confusion and prevent misleading information from being divulged to participating bidders, all requisitions for purchases of \$3,000.00 and over shall be referred to the Purchasing Division prior to an award.

Identical Bids

Pursuant to Texas Local Government Code section 2719.01, if the City receives two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bid, the governing body must enter into a contract with only one of those bidders.

If only one of the bidders submitting an identical bid is a resident of the City, the City must select that bidder. However, if two or more of the bidders (or none of the bidders) are residents of the City, the City must select one of the bidders by the casting of lots. The casting of lots is prescribed by the mayor and must be conducted in the presence of the governing body.

Real Property or Personal Property

If the City receives one or more bids from a bidder whose principal place of business is within the corporate city limits of the City, and the bid is within three percent of the non-local bidder, the City may award the bid to the

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lowest bidder; or 2) the bidder whose principal place of business is within the City. If the contract will be awarded to the local bidder, the governing body must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents in the City and any increased tax revenues to the City.

Real Property, Personal Property or Services

If the City receives one or more bids from a bidder whose principal place of business is within the corporate city limits of the City, and the bid is within five percent of the non-local bidder, the City may award the bid to: 1) the lowest bidder; or 2) the bidder whose principal place of business is within the City. If the contract will be awarded to the local bidder, the governing body must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents in the City and any increased tax revenues to the City. This applies to construction services of less than \$100,000.00 or other purchases of less than \$5,000.00. This does not apply to the purchase of telecommunications services or information services.

Signature Required on Purchase Orders

Purchase orders shall bear the General Services Director' signature, except in instances where the User Department director has authorized the Purchasing Manager to sign the purchase order.

Bonds; Deposit of Good-Faith Money

Bid Bonds. When so stated in the specifications or request for bids, each bid shall be accompanied by a certified check, letter of credit or surety bond in the amount of 5% of the bid, which shall be forfeited to the City in case the bidder fails or refuses to comply with the terms of the request and/or contract.

Performance and Payment Bonds. When required by statute or so stated in the specifications or the request for bids, the successful bidder shall post a good and sufficient bond in such amount as is required by the transaction as a guarantee of compliance. Forfeiture of such bond for noncompliance shall not preclude further action by the City.

Local Preference

A local preference may be given as long as statutorily permitted by Section 271.905 of the Local Government Code, in the amount specified in the code: "to a bidder whose principle place of business is in the local government if the governing body* of the local government determines in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government and increased tax revenues to the local government,"

*This means that the City Council must make the determination. Therefore, local preference will not be considered for any procurement under the sealed bid amount stated in the most recent legislation (*See Sealed Bid Limit* section on this Policy).

A bidder wishing to claim the local preference shall complete and submit the *Consideration of Location of Bidder's Principal Place of Business - Affidavit of Eligibility* form, which is sent with each bid packet.

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Upon recommendation of the Purchasing Manager and approval by the General Services Director or City Manager, any vendor that fails to comply with the terms of the award may be declared an irresponsible vendor. A bid submitted by an irresponsible vendor shall not be considered again for a minimum period of six months, as determined by the City Manager or General Services Director.

Follow-Up, Inspection and Acceptance

The Purchasing Manager shall be responsible for seeing that an inspection of all deliveries of supplies, materials, equipment or contractual services be made by the User Department. The Purchasing Manager should approve and/or enumerate and require chemical and physical tests to be conducted by the head of the User Department on all supplies and services to determine compliance with the specifications. The Purchasing Manager shall have access to and coordinate the use of City laboratory facilities and, with the approval of the General Services Director, use of any necessary outside laboratory in connection with chemical or physical tests of samples submitted with bids and samples of deliveries that are necessary to determine the materials' quality and conformance with the specifications. Any related charges for such tests shall be borne by the User Department. The Purchasing Manager may reject non-conforming articles and supplies and any such rejected materials shall not be used by any department.

Automotive Parts and Supplies for Special Purposes

The General Services Director may, at their discretion, delegate in writing to other appropriate individuals the authority to solicit bids or purchase automotive parts, repairs and supplies for special purposes such as electric supplies, laboratory supplies and the like, subject to the provisions of this Policy. Necessary repairs due to unforeseen damage to public machinery or equipment are exempt from competitive bidding under section 252.022 (a)(3) of the Texas Local Government Code.

Accepting Equipment on Trial

No equipment or accessory may be placed to use by any department for the purpose of testing its suitability or fitness in advance of purchase without the express approval of the Purchasing Manager. The Purchasing Manager shall require an understanding from the vendor that such trial, use, and any possible purchase liability be presented in writing before commencement of such demonstration or test; provided, however, that in the event the purchase of equipment proposed to be demonstrated is not contemplated in the current budget, the matter shall be submitted to the General Services Director.

RENTAL OF EQUIPMENT

Approval Required

No equipment or accessory shall be rented or leased without an approved requisition or purchase order, except as provided in *Emergency* section on this Policy.

Garage Action

All vehicular equipment rentals shall be made through the Garage Division.

Only Public Purchases Permitted

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Neither the General Services Director or the Purchasing Manager, any employee of his office, nor any department manager to whom authority to purchase may be delegated shall, acting in his/her official capacity on behalf of the City purchase 1) automobile supplies or accessories for the personal or private account or use of any employee including those whose privately owned automobiles are rented for use in City business; or 2) supplies or materials of any kind for personal or private use of any employee or other person(s) at a discount not consistent with that business' normal pricing policy. The work and concern of all persons in any way associated with the business of the Purchasing Division shall be confined strictly to purchases of a public nature and for which funds are provided in the budget.

TRANSFER OR SALE OF CITY OWNED PERSONAL PROPERTY

Auctions

Annually, or at any other convenient time, an auction may be held by the Purchasing Manager to dispose of surplus, obsolete, or otherwise unusable supplies and equipment, including materials from various "Lost and Found" depositories, Police confiscations, and recovered/ unclaimed evidence that are cleared for sale. The auction may include the use of online auctions where deemed appropriate and in the best interest of the City. The Purchasing Manager may also hold other auctions where special conditions dictate the auction as being necessary (when fair market value of City-owned personal property can be reasonably ascertained, City owned personal property may be disposed of by direct sale. *See the Single Items or Special Lots* section in this Policy.

All departments shall submit to the Purchasing Manager, at such times and in such form as they shall prescribe, reports showing stocks of all supplies, materials, and equipment that are no longer used or that have become obsolete, worn out or scrapped. The Purchasing Manager may transfer such stock to another department that has need for and can use or hold such item in storage for future use, as they may determine may be most advantageous for the City. The Purchasing Manager shall also have the authority to sell all such supplies, materials and equipment that are unsuitable for public use, or to exchange for or trade in the same on new supplies, materials and equipment. Department managers may initiate the sale of obsolete, worn out, or scrap property of the City under their supervision by written memorandum to the Purchasing Manager, describing the property and stating the reasons for proposed sale. *See the Disposition Procedure* section on this Policy and applicable forms.

Single Items or Special Lots

The Purchasing Manager shall solicit bids when required by statute by public advertisement and posting on the bulletin board and shall review all proposed property sales and make written recommendation to the City Manager.

The City Manager shall approve all sales of City-owned personal property that is not sold at auction or through the solicitation of bids. Approval may be delegated to certain levels to the General Services Department.

Petty Cash Funds

Petty cash funds not to exceed three hundred dollars (\$300.00) are established, upon approval by the General Services Director or the Purchasing Manager. Current limit for petty cash funds single transactions is \$50. Petty cash purchases shall be of the nature that they will benefit the operation of the City by saving time and money.

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Petty cash purchases shall not be made for the purpose of evading the Purchasing Policy, such as splitting purchases to evade the stated limit. Petty cash purchases shall be documented with adequate receipts and all receipts shall be submitted to the Finance Department at least monthly for reimbursement.

EMPLOYEE RESPONSIBILITIES

Non-compliance with this Policy may result in disciplinary action up to and including termination. Misuse and/or abuse, including inappropriate or improper purchases, will be dealt with as follows:

First Violation

The Employee's Division Manager shall determine if: 1) the employee is individually responsible for the non-compliant activity, 2) the individual should retain purchasing privileges, and 3) disciplinary action is necessary. The employee's division manager must notify the Purchasing Manager, in writing, of the disposition of the incident within five working days.

Second Violation

The Purchasing Manager shall determine if the employee may continue to exercise purchasing privileges and the employee's division manager shall determine disciplinary action. The Purchasing Manager shall be notified in writing of the disposition of the incident by the employee's division manager within five working days.

Third Violation

The Purchasing Manager shall determine if the employee may continue to exercise purchasing privileges and may refer the matter to the General Services Director for disciplinary determinations with the City Manager's Office, up to and including termination of employment. The department manager or the Purchasing Manager may terminate the employees purchasing privileges. The Purchasing Manager shall be notified in writing of the disposition of the incident by the employee's division manager within five working days.

Purchasing Card Policy

The Purchasing Card Program (the "*Program*") is designed to streamline and create efficiencies within the purchasing process for small-dollar purchases as well as travel-related expenses. The Program is intended to give authorized employees the power to procure for City-related business and goods or services directly from vendors while reducing the time and effort normally associated with ordering and paying for these types of purchases. Cardholders are expected to comply with this Policy and with the City's Purchasing Manual.

The City utilizes two types of purchasing cards: Individual purchase cards ("*P-Cards*") and travel cards. P-Cards are issued to specific employees and travel cards are issued to employees who do not have a City P-Card and are traveling for City business. This Policy applies to both types of cards unless otherwise noted.

Eligible Employees. Department directors and division managers may recommend full-time and part-time employees, whose responsibility includes routine purchases of business-related goods and services, to receive a P-Card embossed with that employee's name as well as 'City of Midland.' An individual should only be

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assigned a P-Card after completing the application form and signing the *Cardholder Agreement Form*. Temporary employees are not eligible.

Each P-Card is issued to one employee only. Authorization to use any P-Card is restricted to the employee whose name is embossed on the card. As a cardholder, the employee is responsible for the appropriate use of City funds. Although the P-Card is issued to the employee, it remains City property and may be rescinded at any time. The employees may use the P-Card only for the types of purchases described in this Policy and approved by their supervisor.

A travel card may be utilized by employees that do not have a P-Card and are traveling on City business for hotel, incidentals, taxi fares, etc. These employees shall request a travel card no later than two (2) weeks before they plan to travel.

Card Limits. Spending limits should be commensurate with the cardholder's needs. The transaction limits and monthly credit limits are dependent upon the requirements of the cardholder's position and function. Limits vary according to levels of budget authority, discretion of the applicable supervisor, and type of purchases required by the job.

Currently, the City offers three limits for P-Cards:

Level	Monthly Credit	Single Transaction
1	\$20,000	\$5,000
2	\$10,000	\$3,000
3	\$5,000	\$1,000

Department directors may request a temporary or permanent change to a cardholder's assigned level by submitting their request in writing to a General Services Director or other appropriate employee. Under no circumstance shall the new single/monthly limits exceed the maximum allowable limit level available to cardholders.

For exceptionally unique and/or emergency situations, and when in the City's best interest, a department director may request an increase to a cardholder's level of single/monthly limits that exceeds the maximum allowable to cardholders. Such requests, including detailed justification for the request, must be submitted in writing to the General Services Director for approval. If approved, the increase will go into effect for a defined period of time, after which the cardholder's limits shall immediately return to their prior limits.

Program Administrator Responsibilities. The City hereby appoints the General Services Director as the Program Administrator to serve as the liaison between the cardholders and the City's bank. Additionally, the Program Administrator's responsibilities include:

- Establishing cardholder accounts and authorization controls;
- Providing instructions, training and assistance to cardholders and approvers;
- Maintaining proper documentation and storage of imaged receipts, logs and approvals;
- Authorizing payment to the bank in accordance with City policies, procedures, and the Prompt Payment Act; and
- Immediately notifying the Purchasing Manager of any suspected abuse or fraudulent activity.

Supervisor Responsibilities. The cardholder's supervisor, manager, or manager designee is responsible for approving transactions and verifying that related receipts and documentation are properly submitted.

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Transactions must be approved in the financial/procurement software at least weekly by indicating that a transaction is valid (see Segregation of Duties section on this policy).

The supervisor is also responsible for obtaining P-Cards from cardholders upon their exit from the City (resignation or termination) and destroying the cards. The Program Administrator shall be notified of exiting employees so their P-Card accounts can be promptly closed.

Cardholder Responsibilities. The cardholder promises to comply with the program rules and regulations by signing a *Cardholder Agreement Form*. Additionally, the cardholder is responsible for the following:

- Upon receipt of the card, contacting the bank to activate the card;
- Holding and securing the card;
- Ensuring sales tax is not charged;
- Receiving and inspecting all ordered materials for discrepancies (resolving discrepancies directly with the vendor first);
- For each transaction made, indicating the General Ledger account number(s) (Org/Obj) that will be used to pay for the purchase;
- Saving all itemized sale receipts;
- Using the card for City-related business only, in accordance with City, state, and federal policies, procedures and laws; and
- Immediately reporting any fraudulent use as well as lost or stolen cards to the bank and the Purchasing Department.

Segregation of Duties. In order to ensure proper internal controls, each department shall maintain a separation of duties for the review and approval of all transactions in the financial/procurement software including the following:

- Department-designated P-Card entry staff shall “review” the P-Card transactions in the financial/procurement software by adding the General Ledger account number(s) (Org/Obj), purchase description (to include the first initial and last name of the purchaser if the purchase was made with a P-Card) and attach receipts to the appropriate transactions;
- Cardholder supervisor(s), or designee, must electronically approve transactions in the financial/procurement software ;
- Under no circumstances should the same individual be the “reviewer” and the “approver”; and
- Under no circumstances should anyone designated as an “approver” approve their own transactions.

Using the Card. The P-Card is a supplement to the purchasing process. Use of the card is not intended to replace effective procurement planning that enables volume discounts, nor is it intended to preempt City policies and procedures or state law. The P-Card is intended for approved purchases that benefit the City. Examples of the type of purchases where the P-Card should be used include:

- Maintenance and repair of operational supplies;
- Subscriptions for books;
- Seminars for training and membership registration fees;
- Travel expenses and meals;
- Some services purchased on an irregular basis; and
- Office and food supplies.

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Purchases shall not be split to circumvent other accounting and procurement policies. Charging personal expenses, even if the intent is to reimburse the City later, is prohibited. P-Cards shall not be used for:

- Cash advances and/or cash refunds;
- Alcoholic beverages;
- Charitable, civic, political or religious organizations;
- Court costs and fines;
- Capital equipment;
- Separate, sequential or component purchases; or
- Items for which the City has established annual purchasing agreements.

When placing an order, the employee shall provide the vendor with the following information:

- Identification as a City employee;
- City tax exemption number that is pre-printed on the card indicating the City is tax-exempt;
- Indication that it is a procurement card purchase;
- The cardholder name;
- Individual card number point-of-sale (swiped/chipped) cards are the preferred method of presentation;
- Expiration date of card;
- Description of goods or services to be ordered;
- Complete delivery address including building and room number, if applicable;
- Billing information if requested (e.g., P.O. Box 1152, Midland, Texas 79702); and
- Any other information necessary to make the purchase successfully.

Transaction Reconciliation. An itemized sales receipt shall be retained, scanned and attached to the transaction in the financial/procurement software as supporting documentation. In case of a missing receipt, the Program Administrator may require a memo from the card holder to their immediate supervisor. The approved memo shall be attached into the financial/procurement software as the supporting documentation.

The billing cycle ends on the fourth (4th) day of every month. All transactions for the current cycle should be posted two days after the end date. The only time the cycle does not end on the 4 fourth (4th) day of the month is when said day falls on a weekend. When that happens, the following Monday is the end of the cycle. Each twelfth (12th) of the month, the transactions must be reviewed, edited, and submitted for approval and all invoices/receipts or other documentation, including travel expense reports, must be scanned and attached to the individual transaction in the financial/procurement software. Department managers are required to send an approving email by the fifteenth (15th) day of the month.

Sales Tax. The City is tax exempt. The City's tax-exempt number is 1-75-6000608-6 and this number is printed on each card. The cardholder is responsible for ensuring compliance with this tax exemption and is responsible for ensuring credit for any tax erroneously applied. When traveling, hotel charges, food charges and fuel charges will most likely be properly taxable.

Discrepancies and Dispute Procedures. The cardholder is responsible for following up with a vendor for any erroneous charges, disputed items, or returns. A cardholder may dispute a charge that appears on their account. A disputed charge may result from failure to receive goods or services, fraud or misuse, altered

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charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, etc. The cardholder should contact the vendor to resolve any disputed charge.

If the cardholder is unable to reach an agreement with the vendor, they should initiate a dispute by contacting the issuing bank by calling the phone number on the back of the card. The cardholder's next statement will be reduced by the amount of the disputed charge until the issue is resolved. A resolution of the disputed charge should be reached in 90 days. In the event of an audit, the cardholder must prove that a dispute is in process.

Lost or Stolen Cards. It is the responsibility of the cardholder to immediately report a lost or stolen card directly to the bank or contract the Purchasing Office. The cardholder is also responsible for notifying their supervisor and the Senior Buyer. During business hours, the Senior Buyer may assist the employee with reporting the lost/stolen card to the bank and deactivating the card. Fraudulent transactions that may occur before the card is cancelled will be disputed.

The City is responsible for all transactions until the card is reported lost or stolen. Unauthorized use of the card may be reported to the Midland Police Department if criminal activity is suspected. The employee's quick response reduces the risk of fraud.

Canceling Cards. An employee's supervisor may cancel a card for any employee at any time for any reason by destroying the card and notifying the Program Administrator.

Renewal of Existing Cards. Renewed cards are sent automatically to the Program Administrator 30 days prior to the expiration date of the card. The Program Administrator will notify the appropriate cardholders when the cards are available to be picked up. Cards must be picked up and signed for within ten (10) business days after notification. P-Cards may only be picked up by the cardholder whose name is embossed on the card.

Misuse of Card. The issuance of a card represents the City's trust in the employee and his/her empowerment as a responsible employee of the City to safeguard and protect its assets. As a cardholder, each employee assumes the responsibility for the protection and proper use of the card, including timely reconciliation.

Cardholders suspected of fraud, theft or misuse shall have their card(s) suspended or terminated. Appropriate disciplinary actions will be taken against the employee in accordance with City policies and procedures.

Personal Misuse. The following are a few examples of personal misuse of the procurement card:

- Purchases using the card for the sole benefit of the employee or the employee's family or friends;
- Purchases of clothing, food or entertainment not authorized by the employee's department;
- Assignment, transfer, or loaning of a card to an unauthorized person; or
- Use of a card by a suspended or terminated employee.

These examples may indicate negligence on the part of the cardholder when no apparent fraudulent acts are committed. Following the Program Administrator's review of personal misuse, the cardholder may be required to reimburse the City for unauthorized purchases and provide documentation proving reimbursement within two weeks or some other specified time period and subject to the following actions:

- First Offense – Card suspended for 30 days; notice sent to cardholder, supervisor and department director;

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- Second Offense – Card suspended permanently; and
- Other disciplinary measures up to and including termination and subject to legal action.

Administrative Misuse. The following situations are examples of administrative misuse of a procurement card:

- Lack of proper and timely reconciliation of cardholder account;
- Lack of proper documentation (e.g., lack of itemized receipts for each transaction);
- Lack of properly safeguarding the card (e.g., repeated loss of card(s)); and
- The use of the card in direct violation of this Policy (e.g., splitting transactions to circumvent the single transaction limit, multiple transactions to circumvent the bidding process etc.).

Administrative misuse should be handled promptly and consistently as applied to all cardholders. Following the Program Administrator review of administrative misuse, the Program Administrator may implement the following punishment for the cardholder:

- First Offense – Warning sent to cardholder, supervisor and HR; and
- Second Offense – Card may be suspended permanently.

Records Management. P-Card receipts and all related documentation supporting a purchase is considered an accounts payable transaction and should be maintained in accordance with established guidelines and policies for such documents. Once the original documents are all scanned and uploaded as an attached image to the transaction in the financial/procurement software, the department is responsible for keeping the originals.

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P-100 Purchasing Policy

1.OBJECTIVE

The primary objective of the Purchasing Division is to govern goods and services expenditures incurred by the City of Midland (the “City”) for authorized City business.

The Purchasing Division’s goal is to support the City’s administrative staff in accomplishing the goals and directives established by the City Council and the City Manager. The Purchasing Division shall promote fair and open competition for the procurement of all goods and services in accordance with all applicable state and federal laws.

1.2 OVERVIEW OF POLICY AND FRAMEWORK PURCHASING DIVISION

It is the policy of the City to assure fair and competitive access by responsible vendors/contractors to the purchasing requirements of the City and to conduct business activities in such a manner as to foster public confidence in the integrity of the City. The City adheres to all applicable state and federal laws and regulations, as set forth in the Texas Local Government Code and as published in the City’s purchasing manual.

If any conflict exists between this Purchasing Policy and the City Charter, the City Charter shall govern.

1.2.1 ORGANIZATION OF PURCHASING DIVISION

There is hereby established in the Department of General Services, the Division of Purchasing, the head of which shall be the City Purchasing Manager. The City Purchasing Manager shall be appointed by the General Services Director subject to approval of the City Manager, and shall receive such salary as is duly appropriated therefor.

2. SCOPE OF AUTHORITY; DUTIES OF THE PURCHASING DIVISION

Scope of Authority

Whereas the Midland City Code at Title I, Chapter 5, Section 5(J) bestows upon the City Manager certain duties and authorities for the purchase of goods and services for the City, and permits the City Manager to delegate those duties and authorities.

- The City Manager hereby delegates to the General Services Director the authority and it shall be his or her duty to purchase, or contract for all supplies, materials, equipment and contractual services needed by any and all departments of the City.
- The General Services Director delegates these duties and responsibilities to the City Purchasing Manager.
- Departments have no authority to order directly from, or in the absence of permission from the City Purchasing Manager, to negotiate with salesmen.
- The General Services Director is responsible for overseeing the Purchasing Division. The Purchasing Manager is responsible for executing all duties described below.

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Purchasing Manager Duties

Under the general supervision of the General Services Director and the City Manager, it shall be the duty of the Purchasing Manager to perform the following:

Policy Enforcement

Observe and enforce the policies outlined herein and all related regulations.

Encourage Competitive Bidding

Encourage purchasing by competitive bid, either formal or informal.

Buy Goods Made in the United States of America

Purchase goods made in the United States when it is possible to obtain suitable and satisfactory materials, supplies, and equipment at fair and reasonable prices.

Maintain Ethical Behavior

Conduct the Purchasing Division in such a frank and open manner that bidders may be confident of the fairness of all awards and thus be encouraged to continue to furnish competitive bids so that the City may secure the best service or articles of the highest quality at the best price at all times, meeting the intent of the *Principles and Standards of Purchasing Practices* published by the Institute of Supply Management (ISM), formerly know as the National Association of Purchasing Management (NAPM).

All individuals performing any portion of these duties shall adhere to these standards.

Investigate Possible Criminal Acts by Vendors

Investigate the possibility of collusion in cases of repeated bids or repeated awards to the same vendors and investigate any instance where a conflict of interest may exist.

Maintain Records

Maintain a record of all bids, quotations, contracts, vendor and commodity lists, requisitions, policy documentation, policies and purchases for periods as prescribed by the official Records Retention Schedule, as published by the City Secretary's office and summarized as follows:

- Purchase orders, requisitions, bid requests:End of FY + 3 years
- Contracts for services, purchase agreements, Vendor 1099 info 4 years
- Policy documentation files, policy statements, total cost bids..... 5 years
- Vendor and commodity lists, state contractsUntil Superseded

Maintain Commodity Classifications

Prepare a classification of commodities and commodities by vendor for use in selecting vendors and preparing bid requests.

Specification Preparation

Prepare specifications when practical, governing purchases of various items, and submit such specifications to the City Manager for approval or the approval of the City Council, as applicable. However, when it is proposed to purchase articles of a technical or scientific nature, or for special use, the head of the requisitioning department

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(here in after, a “*User Department*”) shall submit specifications to the Purchasing Manager for review and enhancement where necessary, or detailed information for specification preparation. In the event of disagreement between a director and the Purchasing Manager regarding such enhancements, the General Services Director or City Manager shall determine the matter.

Inspection & Testing

Provide for and/or require inspection and appropriate testing for goods delivered on purchase orders and make sure that inferior or unsatisfactory articles are rejected.

Warehousing

Anticipate the needs of departments and work with the Warehouse Division to maintain an adequate supply of articles or commodities for general use in the City Warehouse or contract for the same.

Optimize Procurements

Upon submittal of the annual budget by the City Manager, ascertain what and when special purchases are contemplated; prepare to buy the same, or order for deferred delivery and payment, so as to take advantage of the best price and terms.

Delegation of Responsibility

If the Purchasing Manager delegates in writing to another employee of the City to carry out any purchase transaction, it will be understood that such delegation of authority carries with it the responsibility to carry out those transactions in accordance with this Policy and the understanding that the Purchasing Manager has full authority to revoke those privileges for non-compliance with the Policy.

Delegation of Authority for Procurement Methods and Project Delivery

In accordance with Texas Local Government Code §252.021(c) and Texas Government Code §2269.056(a), the City Council delegates to the City Manager, or designee, the authority to:

1. Determine the method of purchase that provides the best value to the City, including but not limited to:
 - Competitive sealed bids
 - Competitive sealed proposals (RFP)
 - Reverse auction procedures
 - Methods authorized under Chapter 2269 of the Texas Government Code
2. Select the appropriate project delivery method for construction projects, including but not limited to:
 - Competitive bidding
 - Construction Manager-at-Risk (CMAR)
 - Design-Build
 - Job Order Contracting
 - Competitive sealed proposals for construction

All such determinations shall be made in compliance with applicable state law and City policies, and documented in the procurement record. Final contract awards exceeding the City Manager’s purchasing authority shall continue to require City Council approval.

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2.1 PURCHASING ETHICS

All City staff engaged in procurement for the City shall comply with the following:

- Chapter 176 of the Texas Local Government Code (the “*Disclosure Act*”) requires a vendor that wishes to conduct business or be considered for business with the City to file a conflict of interest questionnaire. The Disclosure Act applies to all persons or businesses who conduct business with the City, including those who submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with a City. Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations’ with the City or submits to the City ‘an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

A vendor or respondent that:

- o contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- o is an agent of a person described in Subdivision (1) in the person’s business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.”

The forms required to comply with the above Government Code are available on the Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>.

- It shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee’s duties.
- It shall be a breach of ethics to attempt to influence any public employee of the City to violate the standards of conduct set forth by the City.
- It shall be a breach of ethics for any employee of the City to participate directly or indirectly in a procurement for the City when the employee knows that:
 - o The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement;
 - o A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
 - o Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- It shall be a violation of this Policy to offer, give or agree to give any employee of the City, or for any employee of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory proceeding or application, request for ruling, determination, claim or controversy, or other

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discretion as the exact method of purchasing that can be used once it is known whether the bid will be informal or formal. Final determination of the appropriate procurement method will be made by the Purchasing Division on a case-by-case basis.

NOTE: User Departments are responsible for any good or service purchased without the appropriate authorization.

2.3 AUTOMATED ELECTRONIC PROCUREMENT SYSTEM

Pursuant to the Texas Local Government Code, Section 252.0415, the City adopts the following rules to ensure the identification, security, and confidentiality of electronic bids and proposals and to ensure that the electronic bids and proposals remain effectively unopened until the proper time.

Electronic Bidding: Electronic sealed bids and proposals shall be processed in accordance with Section 252.0415(a) of the Local Government Code requiring the identification, security and confidentiality of electronic bids and proposals to remain effectively unopened until the proper time.

Identification: Requests for bids and proposals will be advertised and issued via publicly available websites that do not require payment to access. A notification will be added to bid/proposal terms and conditions stating suppliers should submit responses electronically through the City’s service provider at the appropriate electronic address listed. An automatic “e-mail return notification” will be sent to the submitting vendor upon receipt of vendor’s bid/proposal.

Security: Until the specified bid/proposal closing time, no individual (including City staff) shall have access to unseal or download submissions. At the specified bid/proposal closing time, a password-enabled employee in the Purchasing Division will unseal and download all bids/proposals including the tabulation summary assembled by the City’s service provider. A bid/proposal that is submitted nonelectronically may be accepted manually and then entered electronically by Purchasing Division after the bid/proposal opening, as stated in bid and proposal document terms and conditions.

Confidentiality: Purchasing Division staff shall read aloud all bid/proposal responses received by the closing time and date to any interested parties present at the opening. After tabulation of bids or proposals, staff will post the tabulation.

1. The use of the electronic bidding system will be posted on all notices of a bid or solicitation using the electronic system.
2. All electronic sealed bid/proposal data will be stored in encrypted database fields while the solicitation is still available for vendor responses.
3. Access to the system by authorized users shall be logged and tracked for audit purposes to ensure security.
4. Identity authentication: Each vendor user shall be required to use a unique user account and password. Further, the City may request additional identity information within an electronic bid/proposal event.
5. The system provides options for dictating password requirements/complexity for City staff. The system also requires complex passwords for all vendor users.
6. All data transmitted between end users and the system shall be encrypted in transit and at rest using industry-leading security procedures and algorithms.

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7. The contents of a vendor's electronic sealed bid/proposal response is sealed in an electronic "lockbox" and unavailable to all users until after a bid's due date and time passes.
8. Only authorized City staff, with an approved user account and password provided by the Purchasing Division, and only on or after the established due date and time, can open the electronic bids or proposals. The system shall provide an audit trail indicating who unsealed the bids/proposals with a corresponding time stamp.
9. Passwords are stored in an encrypted format.
10. User sessions are validated to prevent hijacking and expire after a period of inactivity.
11. Key buyer and vendor activities are audited, such as vendor response submission or unsealing of solicitation data.
12. The application shall not allow for late submissions after the closing date and time.
13. The City shall determine when and what time information is released to the public pursuant to Texas Law.
14. A hard copy bid will still be an option for all bidders according to Texas law.
15. Specific procedures consistent with these rules will be adopted from time to time and made part of the Purchasing Policy and Procedures to improve and enhance the electronic bidding system.
16. Issues and complaints related to the electronic system shall be handled under the same procedures as established in the City's Purchasing Policy and Procedures or as specifically provided in the procurement document.
17. The Purchasing Division is responsible for ensuring that any system used for the electronic receipt of bids complies with the City's Procurement Policy, current State Law and the aforementioned rules.

2.4 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
\$200,000.00 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
** \$100,000.01 to \$199,999.99	Sealed or Cooperative Pricing	Purchasing	Department Head Purchasing General Services Director City Manager	Formal Advertisement Sealed Bid (Paper/Electronic)
\$30,000 to \$100,000.00	3 Written Quotations or Cooperative Pricing	Department/ Purchasing	Department Head Purchasing General Services Director City Manager	Paper or Electronic Quotation
\$3,000 to \$29,999.99	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.				
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The following standard approval route applies to All City Departments for purchase requests. Certain monetary thresholds referenced herein are prescribed by applicable statutes, which are notated with “**” following the monetary threshold figures. Any changes made to such applicable statutes regarding the monetary thresholds shall be incorporated herein and made apart of this Purchasing Policy as of the effective date of said changes.

Purchases under \$3,000.00

Items under \$3,000 are considered small purchases. These items can be ordered, received, invoiced and paid according to the Finance Department’s three-way match. One quote from a potential vendor is required; they may be obtained by the User Department if desired. It is recommended that the User Department gather more than one quote as part of regular due diligence to ensure departments maximize City dollars. Departments are encouraged to utilize Procurement Cards (P-Cards) for items under \$3,000.

Purchases between \$3,000.00 and less than \$100,000.00****

Chapter 252 of the Texas Local Government Code requires that, for purchases over \$3,000.00** and less than \$100,000.00**, at least two Historically Underutilized Businesses (HUBs) be contacted. If no HUBs exist for the commodity being purchased, then this requirement does not apply. User Departments can find a list of HUBs in Midland County by accessing the link located at <https://comptroller.texas.gov/purchasing/>. Purchasing will confirm that purchases over \$3,000.00 comply with the HUB requirements as set for the local government code.

The primary methods to purchase items under this threshold include the following:

- **Quotes.** A minimum of three quotes shall be obtained by the User Department. The Purchasing Division may assist gathering quotes at the request of user department. If one of the three quotes is a “no bid” then at least one other vendor must be contacted to ensure that due diligence has been performed throughout the process. Please note that depending on the complexity of the purchase, the Purchasing Division may elect to initiate an Informal Bid. In this instance, the User Department shall provide all the information necessary for an Informal Bid preparation. All back- up information regarding bids shall be sent electronically. This includes, but is not limited to, bid specifications, recommendation, memos and vendor information. Please keep in mind that HUB’s must also be contacted in order to comply with Chapter 252 of the Local Government Code and other applicable law. Sole source vendors may also be used, however, proper documentation is required to justify a sole source purchase. Purchases where only one vendor can supply the requirement must include a Sole Source Justification Form. For purchases under \$100,000.00, the General Services Director or the City Manager may elect to accept a Due Diligence Letter if a sole source letter cannot be reasonably obtained by the Department Head. Such letter shall (i) describe the due diligence performed by the User Department in searching and locating similar goods and/or services, (ii) include a justification for why such goods and/or services cannot be reasonably procured from another source, and (iii) detail why a sole source letter cannot be reasonably obtained.
- **Cooperative Purchasing Programs.** The Purchasing Division has a list of authorized purchasing cooperatives. Staff is not allowed to use non-approved purchasing cooperatives.

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Price List. A price list is acceptable for purchase orders which will require multiple payments over a period of time.

- **Informal Bid.** An Informal Bid is a bid invitation accompanied by detailed requirements, specifications (such as item and quantities) and notification to submit bid responses by a specified date and time. This unsealed bid method does not require a public opening at a specified date and time. The following steps are required for this process:
 1. The User Department provides the Purchasing Division all the information necessary for informal bid preparation.
 2. When bids are obtained in conjunction with the bid due date, the Purchasing Division will submit all vendor bids and bid tabulation to the user department for recommendation.
 3. The standard criterion for awarding an informal bid is determining the lowest bid. The User Department shall submit additional justification to the Purchasing Division if it does not select lowest bid.
 4. The User Department will notify Purchasing of its recommendation via letter, memo or email.
 5. Purchasing will issue a purchase order or contract in compliance with bid details (e.g., payment terms, options, etc.).
- **Formal Bid.** A formal bid is a bid invitation accompanied by detailed requirements, specifications (such as item and quantities) and notification to submit bid responses by a specified date and time. This sealed-bid method does require a public opening at a specified date and time.

Purchases over \$100,000.00**

Purchases for goods and services over \$100,000.00** are required by state law to be competitively solicited through a formal bid process unless there is an exception. At a minimum, formal solicitations should be advertised for at least 15 days from the first day of advertisement of a bid. Complicated solicitations take longer for vendors to respond and therefore may require a longer duration.

Change Orders for Purchases over \$100,000.00**

Pursuant to Texas Local Government Code §252.048(c), the General Services Director, or their designee, is hereby authorized to approve a change order for a purchase over \$100,000 that involves a decrease or an increase of \$50,000 or less; provided, however, (1) that all change orders to the contract, in total, shall not increase the original contract price by more than 25 percent and (2) that the original contract price may not be decreased by more than 25 percent without the consent of the contractor.

Additionally, the City Council may approve a change order; provided, however, (1) that a contract with an original contract price of \$1 million or more may not be increased by more than 25 percent, (2) that if a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent, and (3) that the original contract price may not be decreased by more than 25 percent without the consent of the contractor.

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3. REQUISITIONS

Source of Forms

Each department shall request purchases on requisition forms issued by the Purchasing Manager's office or electronically through the designated procurement software. Most requisitions will be initiated electronically by the User Department and workflow according to the chart above.

Requisition Approval

Each requisition shall be signed or electronically approved by the division manager in charge of the department issuing the requisition.

Description/Specification

A User Department submitting a requisition shall specify the article or service desired in such terms as to make all specifications as open to competition and as least restrictive as possible. The User Department shall strive to provide adequate competition among as many bidders as possible.

Purchase orders for material, equipment, or services over \$100,000.00 or more must include a complete set of specifications describing in detail the item(s) to be purchased.

The use of a brand name and model is acceptable with the statement "or equal meeting the following minimum specifications."

Departmental Purchase Orders and Purchasing Card Receipts

Departmental purchase orders or purchasing card receipts for purchases of less than \$3,000.00 are required for the purpose of controlling records and payment advice, even though the Purchasing Division may not have authorized the purchase.

Requisition Scheduling

The Purchasing Manager may announce a schedule of dates or periods during which routine requisitions will be accepted.

Splitting of Orders

No splitting of orders is permitted as an evasion of any requirement prescribed by statute, the City Charter, ordinance, or administrative order. Penalties for order splitting are stated in Employee Responsibilities section on this Policy.

Budget Transfers

When funds are not provided for in the appropriate expense classification but are available in another expense classification in the current budget, the appropriate budget transfers shall be made through the use of the forms and procedures, as provided by the Finance Department, before submitting the requisition to the Purchasing Division.

Requisitions Subject to Budgetary Control

Requisitions shall be certified by the Finance Department as to the availability of funds prior to receipt by

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Purchasing Division; and no purchase order involving an amount of \$3,000.00 or more shall be issued unless and until the requisition has been so certified, or in case of an emergency as stated herein.

Correct Dollar Amounts

Whenever possible, requisitions and departmental purchase orders shall state the correct amount involved.

Document Review

The Purchasing Manager is required to review all requisitions for completeness of description and other essential information. The Purchasing Manager authorized to perform the following:

- **Inventory Items.** Remove any item from the requisition that can be supplied from the central storeroom or municipal warehouse.
- **Request Explanations.** Question an item and require an explanation in writing from the User Department. If a resolution cannot be reached, the matter shall be referred to the General Services Director who may resolve the conflict or refer it to the City Manager for resolution.

4. PROCEDURE FOR SECURING BIDS AND MAKING AWARDS

Purchase transactions are divided into the categories below.

Fuels

Fuels shall be purchased on an as-needed basis. Verbal or fax bids shall be taken from as many bidders as practical. Award shall be made on a low-total truckload bid. In addition to bidding the qualified major distributors and or producers, bids shall be solicited from vendors listed on the Texas Comptroller of Public Accounts list of Historically Underutilized Businesses (HUBs) (See HUBs' section on this policy) for Midland County as they become registered, in accordance with statutory requirements. This list is available on the Texas Comptroller of Public Accounts website.

Services and Repairs (other than those for vehicles or equipment)

In order to verify that all contract, insurance and/or applicable statutory requirements are met, all requisitions and specifications or statement of work or any procurement of services, repairs or other labor-intensive work of amounts of \$3,000.00 or more shall be forwarded to the office of the Purchasing Manager for bidding and processing.

Commodity Purchases of Less than \$3,000.00

Commodity purchases of less than \$3,000.00 may be made by:

- the User Department's director;
- the Division Manager;
- an authorized representative with written delegation from the Purchasing Manager by using the City of Midland Purchasing Card (See the Purchasing Card Policy for complete information); or
- the purchase order provided.

Inventoried Items. Unavailable items that cannot be procured from the Central Stock Room or the Municipal Warehouse may be purchased using a purchase order or Purchasing Card (prepared)

PACKET

5-46

August 12, 2025

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Compliance with Parole Evidence and Statute of Frauds. Purchase order documentation shall be given to each vendor at time of purchase. The exception to this provision is the use of the Purchasing Card, which precludes the issuance of a written order. (Ref: Business & Commerce Code; Title 1: Uniform Commercial Code; Chapter 2: Sales; §2.201 Statute of Frauds; and §2.202: Parole or Extrinsic Evidence).

Competitive Bids Under \$3,000.00. The need for securing competitive bids under \$3,000.00 shall be at the discretion of the User Department. However, the User Department should be cognizant of the ever-present opportunity to save tax dollars by taking bids. When bids are taken, they shall be kept with the User Department's copy of the purchase order or Purchasing Card receipt and done in accordance with this Policy or Purchasing Card Policy.

Capital Outlay/Asset Disposition. When required by the Capital Asset Acquisition & Management Policy, the Capital Outlay Request shall be completed and forwarded to Accounting Division with a copy of the purchase order. A *Request for Asset Disposition Authorization* (for more information on Asset Disposition see procedure PP-110) shall be attached to the Purchasing Division's copy for replacement items.

Purchases Between \$3,000.00 and \$100,000.00

The City Purchasing Manager or User Department shall secure verbally, by telephone, e-mail fax or letter, as he/she may determine, three or more proposals/bids. The City Purchasing Manager shall determine the most advantageous bid or reject any and all bids.

Less Than Three Bids. In situations where it is impossible to obtain three bids, the General Services Director may approve recommendation of the most advantageous bid for the City from the bids that were obtained or reject any or all bids received.

Suspension of Bidding. The City Purchasing Manager, with the approval of the General Services Director, may dispense with bidding if it is not to the advantage of the City to secure bids.

Purchase Approval. The final approval for purchase for this range is made by the Purchasing Manager or the General Services Director.

Emergency Purchases. In case of an emergency, public calamity caused by fire, flood, storm or other natural disasters or acts of God, or other emergency cases created by unforeseen damage to public property or equipment, a User Department director, division manager, or their authorized representative may have discretion to make such purchases or obligations as necessary. All such actions shall be documented on a standard requisition and supported by memo that explains the nature of the emergency. This documentation shall be submitted to the General Services Director within two working days and such action shall be approved by the General Services Director.

Purchases of \$3,000.00 and Up To the Current Statutory Limit Requiring Advertisement for Sealed Bids

Historically Underutilized Businesses. Effective September 2001, legislative changes in the bidding statutes require that any solicitation under the sealed bid limit as specified in Chapters 252 or 271 of the

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Local Government Code, an expenditure of more than \$3,000.00 but less than \$100,000.00** shall include at least two (2) inquiries to Historically Underutilized Businesses or HUBs within the jurisdiction's county. These companies are certified through the Texas Comptroller of Public Accounts (TCOPA) and subsequently listed on the Texas Comptroller of Public Accounts Website. Furthermore, if there are no certified vendors listed, the requirement is subsequently nullified.

Purchasing Takes Bids. Bids shall be invited upon such specifications as have been previously approved. A requisition, specifications and/or complete descriptions by the initiating department shall be processed through the Purchasing Division. All bids for purchases in this range shall be obtained by the Purchasing Division, except as otherwise specifically approved by the Purchasing Manager.

Bid Format. Bids shall be requested by e-mail, fax or letter. Sealed bids may be issued at the discretion of the Purchasing Manager. The solicitation may be advertised and/or posted at the discretion of the Purchasing Manager. Bids will be posted on City's Internet Web Page and/or Vendor Self Service (VSS). Irrespective of the method used to solicit bids, all bids received shall be held in strictest confidence until the bids are opened in accordance with the request for bids.

Bid Receiving Address. The bids shall be received electronically or in the office of the Purchasing Manager and opened (as applicable) at the time and place designated by him or her. The Purchasing Manager, along and in cooperation with the User Department's director shall determine the most advantageous or reject any or all bids.

Single Bid. In the case where only one bid can be obtained, acceptance or rejection of the single bid for amounts of up to \$30,000.00 shall be at the discretion of the General Services Director. Bids for between \$30,000.00 and \$100,000.00** shall be sent to the City Manager with a recommendation to accept or reject the bid. Any authorization to re-advertise for bids in this range shall be in discretion of the City Manager. Any single bid with a value exceeding \$200,000.00**, shall be sent to the City Council with a recommendation to accept or reject the bid and any subsequent authorization for re-advertisement.

Purchase Approval. The final approval for purchase for this range up to \$30,000.00 is made by the General Services Director. For amounts of \$30,000.00 up to \$200,000.00**, final approval for the purchase is made by the City Manager.

Emergency Purchases. In case of emergency, the User Department director, User Department division manager, or an authorized representative thereof may make such purchases or obligations as necessary. Any such action shall be documented on a standard requisition and attached to a memo that explains the nature of the emergency. This documentation will be submitted to the General Services Director within two working days and such action shall be approved by the General Services Director and City Manager.

Purchases Exceeding the Sealed Bid Limit Established By State Law

Sealed bids shall be invited upon such specifications as have been approved in accordance with formal sealed bids. A requisition by the initiating department will be processed through the Purchasing Division.

Document Review

Completed requisitions, specifications, contracts, etc. shall be forwarded to the Purchasing Division for specification and/or review and subsequent processing. This shall include any public works contracts.

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Requisition Processing

Sealed bids shall be invited upon such specifications as have been previously approved in accordance with Document Review, above. A requisition by the User Department will be processed through the Purchasing Division.

Advertisement for Bids

After the approval of plans and/or specifications, notice of the time and place of the bid opening shall be published in the official newspaper once a week for two consecutive weeks prior to the time set for the bid opening. The date of the first publication shall be at least 14 days prior to the date set for the bid opening. In the case of a public works contract, the second advertisement for bids will be published no later than the 10 days before the first day on which bids may be submitted, and said contract shall be awarded to the lowest and/or most advantageous and responsive/responsible bidder offering the best quality, product, or service, after approval by the City Council. Any or all bids may be rejected.

Bid Delivery Point

All bids shall be sealed and delivered to the Purchasing Office or received electronically by the Purchasing Office. At the time announced, there shall be a public opening of all bids received by the Purchasing Division at such place as designated in the advertisement. The City Secretary or his/her designee shall witness said bid openings and record bid amounts. After the bid opening, custody of all documents shall be given to the Purchasing Division for further action.

Single Bid

The results of the bid opening shall be recorded. Bids between \$30,000.00 and \$200,000.00** shall be sent to the City Manager with a recommendation to accept or reject the bid. Authorization to re-advertise for bids in this range may be issued by the City Manager. Any single bid so opened over \$200,000.00** shall be sent to the City Council with a recommendation to accept or reject the bid and any subsequent authorization for re-advertisement.

Bid Tabulation

The Purchasing Manager shall tabulate the bids and, with the User Department director involved, evaluate the bids and said bids shall remain on file in the office of the Purchasing Manager, as stated in the official notice. A recommendation by the User Department shall be made to the Purchasing Manager, who will then review the recommendation with the bids and make a final recommendation to the City Council.

Purchase Approval

The City Manager may approve a purchase under \$200,000.00. The City Council, upon recommendation from the Purchasing Division and the City Manager shall determine the most advantageous bid for the City and award a contract by resolution for purchases of \$200,000.00 or more. The City Council shall have the right to reject any or all bids, and, in the event all bids are rejected, may call for new bids, which shall be advertised in like manner as the original bids. If a bid is submitted by a local bidder, but is not the low bid, and the local bidder completed the *Affidavit for Eligibility in Consideration of Location of Bidder's Principle Place of Business* and is within the statutory preference of a local bidder, the Purchasing Manager shall evaluate the bidder's eligibility and make note in the recommendation to Council.

Specifications Available for Review

For advertisement of such proposed contracts and purchases, the specifications shall be available for review at the Purchasing Office, 5/4/19, August 12, 2025

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of the Purchasing Manager and be subject to the inspection of all persons and companies desiring to bid.

Contract Execution

Execution of any contract documents and verification of bonding and insurance compliance by the successful bidder shall take place in the General Services Offices. Subsequently, the signed contract shall be placed in the care and keeping of the City Secretary's office.

Emergency Purchases

In case of emergency, the User Department director, Division Manager, or his/her authorized representative may make such purchases or obligations as necessary. Any such action shall be documented on a standard requisition and supported by documentation explaining the nature of the emergency. This documentation shall be submitted to the Purchasing Manager within two working days. Such action shall then be approved by the General Services Director for amounts of up to \$30,000.00, and for amounts above \$30,000.00 by the City Manager. Emergency purchases of \$200,000.00 or more shall be submitted to Council for ratification.

REQUESTS FOR PROPOSALS (RFP)

RFPs should be used sparingly for complicated bids that require the vendor/contractor to provide a great deal of feedback on what is being procured. The RFP process should be the same as any requisition with the following exceptions:

- An extended time frame from the time it is issued to the opening (a period of several months is not unusual);
- No information is revealed to any proposer until the contract is awarded; and
- The procedure follows the sealed bid process.

Purpose

The RFP process allows for the flexibility to secure the best economic advantage utilizing 'best value' to purchase the product or service for the User Department.

Use of RFP's

A determination is made that the use of competitive-sealed bidding is either not practical or is not advantageous to the City. RFPs are generally used for purchases of highly technical supplies and services and insurance.

Statement of Work

The User Department is responsible for the submission of a statement of work/technical specifications with a requisition that defines specific needs and requirements. The Purchasing Division is responsible for ensuring that the statement of work/technical specifications is quantified and structured so as to:

- Secure the best economic advantage utilizing a best value analysis;
- Be clearly stated;
- Be contractually sound;
- Be unbiased and non-prejudicial toward offerors;
- Encourage innovative solutions to the requirement described; and
- Permit free and open competition to the maximum extent reasonably possible.

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Time Allowance

The RFP process is a complex procedure and should not be rushed. The proposer(s) should be given adequate time to prepare a comprehensive and complete proposal. The timeline for the RFP process should be as follows:

- Minimum of 15 calendar days from issuance to opening;
- Minimum of 15 working days from opening for evaluation and award; and
- An allowance for additional time of a site visit or a pre-proposal conference is required.

Posting and Advertising

Advertisements must be published in the local newspaper and announcements must be posted on the City's website. The Purchasing division should send notices to known interested bidders.

Proposal Opening

No information is revealed at the opening of the proposals. The contents of the proposals shall remain confidential until the date of award. The names of the proposals shall not be revealed.

Evaluation

Only information provided with the proposal, subsequent discussions and clarifications provided in writing, and the any best and final offer shall be used in the evaluation process and award determination. The award criteria section must contain a statement of the areas to be evaluated and the relative weights of each. To accomplish the evaluation, the User Department and/or Purchasing Division should:

- Put together an evaluation team;
- Develop an evaluation matrix for scoring the proposals; and
- Meet with the Purchasing Manager to score and evaluate the proposals.

Selection and Recommendation

The proposer that receives the best total aggregate score by the evaluation team may be recommended for award of the contract.

Award

A memo is prepared by the User Department to the Purchasing Manager that identifies the successful proposer and the basis for the award decision. A final recommendation will be written by the Purchasing Manager to the City Manager for the City Council's consideration, if applicable.

Contract File

All documentation generated by the evaluation team, including the individual team member's reports and supporting written rationale and the final recommendation shall be included in the contract file. The requisition shall reference the entire RFP contract file, including:

- Responses;
- Best and final offers;
- Memoranda of discussions;
- Related correspondence;
- Evaluation scoring;

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- Memorandum of award; and
- Other pertinent documentation.

REQUEST FOR QUALIFICATIONS (RFQ)

Scope

All RFQs shall follow the requirement set forth in Chapter 2254 of the Texas Government Code.

Purpose

The RFQ process is used for obtaining proposals from interested persons or entities for evaluation and determination of the most qualified person or entity to perform a professional service (e.g., engineering, consulting, architecture, etc.).

General

An RFQ is used to acquire information concerning the qualifications of a person or entity to perform professional services. There are some instances where the RFQ is the only requirement for procurement. These types of services are specifically stated in Chapter 2254 of the Texas Government Code. While mandatory for these services, the RFQ may be used for other consulting services as well. When in doubt as to whether or not an RFQ, RFP or RFB process is necessary, consult the Purchasing Division.

Services That Require the Use of an RFQ

Definitions as given in Tex. Gov't Code sec. 2254.002.

(1) "Governmental entity" means:

1. a state agency or department;
2. a district, authority, county, municipality, or other political subdivision of the state;
3. a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or
4. a publicly owned utility.

(2) "Professional services" means services within the scope of the practice, as defined by state law, of:

1. accounting;
2. architecture;
3. landscape architecture;
4. land surveying;
5. medicine;
6. optometry;
7. professional engineering;
8. real estate appraising; or
9. professional nursing; or

provided in connection with the professional employment or practice of a person who is licensed or registered as:

1. a certified public accountant;
2. an architect;

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4. a land surveyor;
5. a physician, including a surgeon;
6. an optometrist;
7. a professional engineer;
8. a state certified or state licensed real estate appraiser; or
9. a registered nurse.

Advertising

The statute does not state that advertising is necessary. However, if you are in doubt whether or not you are aware of all other professionals in the service area you are recruiting, then advertising may be prudent. You may also want to advertise in appropriate trade journals etc. as well as the City website.

Other Professional Services

There may be other services that may be acquired under this format; however, it may be more practical to acquire said services using one of the other forms of request. Please contact the Purchasing Division for additional information or guidance in choosing the proper form of request when professionals service may be required.

Format and Content of the RFQ

Format. Normally the simplest form is a letter.

Content. The RFQ shall state the following information to ensure that the Purchasing Division can evaluate the proposals:

- Basic description or Scope of Work that to be performed;
- Location of the work;
- Type of information that the submission should contain when returned to the requestor. This may include, but not limited to, the following:
 - List of past projects that are similar in scope and size (include contact names and phone numbers);
 - List of persons that will be working on the project and their resumes;
 - An audited financial statement for the last several years to determine the viability of the business; and
 - The estimated time for completion.
- A contract for the services to be performed, if possible; and
- If the contractor is required to actually perform work on site, insurance requirements agreeable to the City.

Response

Upon receipt of the responses, the person responsible for the RFQ should have an evaluation team prepared to evaluate each of the responses for the following criteria:

- Completeness of the information for each requested item;
- Apparent ability to perform the work;

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- How the time frame for completion fits the City's requirements; and
- The location from which the responder will be working, if travel is required to Midland (this can be an important issue in terms of overall project cost).

Selection

Each evaluator should use the same weighted scale for the evaluation. The evaluation team should meet and review the results. A selection should be made based on the team's evaluation of the responses and other applicable criteria.

Negotiation

A negotiation team shall then proceed with negotiating costs for the performance of the work. If a mutually-satisfactory price cannot be determined, then negotiations shall cease and the second best responder shall be contacted and the negotiations shall begin once again.

The professional fees under the contract must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations. Said fees shall not exceed any maximum provided by law. This process shall continue until an agreement can be reached with a responder.

Contract Execution

The negotiated terms are integrated into a contract that is sent to the responder for signature. The signed contract should be returned with the properly-endorsed insurance certificates.

A responder shall not be selected on the basis of competitive bids submitted for the contract or for the services, but shall make the selection on the basis of the following:

- Demonstrated competence and qualifications to perform the services; and
- A fair and reasonable price.

Release of Information to Bidders or Others

To reduce confusion and prevent misleading information from being divulged to participating bidders, all requisitions for purchases of \$3,000.00 and over shall be referred to the Purchasing Division prior to an award.

Identical Bids

Pursuant to Texas Local Government Code section 2719.01, if the City receives two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bid, the governing body must enter into a contract with only one of those bidders.

If only one of the bidders submitting an identical bid is a resident of the City, the City must select that bidder. However, if two or more of the bidders (or none of the bidders) are residents of the City, the City must select one of the bidders by the casting of lots. The casting of lots is prescribed by the mayor and must be conducted in the presence of the governing body.

Real Property or Personal Property

If the City receives one or more bids from a bidder whose principal place of business is within the corporate city limits of the City, and the bid is within three percent of the non-local bidder, the City may award the bid to the

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lowest bidder; or 2) the bidder whose principal place of business is within the City. If the contract will be awarded to the local bidder, the governing body must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents in the City and any increased tax revenues to the City.

Real Property, Personal Property or Services

If the City receives one or more bids from a bidder whose principal place of business is within the corporate city limits of the City, and the bid is within five percent of the non-local bidder, the City may award the bid to: 1) the lowest bidder; or 2) the bidder whose principal place of business is within the City. If the contract will be awarded to the local bidder, the governing body must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents in the City and any increased tax revenues to the City. This applies to construction services of less than \$100,000.00 or other purchases of less than \$5,000.00. This does not apply to the purchase of telecommunications services or information services.

Signature Required on Purchase Orders

Purchase orders shall bear the General Services Director' signature, except in instances where the User Department director has authorized the Purchasing Manager to sign the purchase order.

Bonds; Deposit of Good-Faith Money

Bid Bonds. When so stated in the specifications or request for bids, each bid shall be accompanied by a certified check, letter of credit or surety bond in the amount of 5% of the bid, which shall be forfeited to the City in case the bidder fails or refuses to comply with the terms of the request and/or contract.

Performance and Payment Bonds. When required by statute or so stated in the specifications or the request for bids, the successful bidder shall post a good and sufficient bond in such amount as is required by the transaction as a guarantee of compliance. Forfeiture of such bond for noncompliance shall not preclude further action by the City.

Local Preference

A local preference may be given as long as statutorily permitted by Section 271.905 of the Local Government Code, in the amount specified in the code: "to a bidder whose principle place of business is in the local government if the governing body* of the local government determines in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government and increased tax revenues to the local government,"

*This means that the City Council must make the determination. Therefore, local preference will not be considered for any procurement under the sealed bid amount stated in the most recent legislation (*See Sealed Bid Limit* section on this Policy).

A bidder wishing to claim the local preference shall complete and submit the *Consideration of Location of Bidder's Principal Place of Business - Affidavit of Eligibility* form, which is sent with each bid packet.

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Upon recommendation of the Purchasing Manager and approval by the General Services Director or City Manager, any vendor that fails to comply with the terms of the award may be declared an irresponsible vendor. A bid submitted by an irresponsible vendor shall not be considered again for a minimum period of six months, as determined by the City Manager or General Services Director.

Follow-Up, Inspection and Acceptance

The Purchasing Manager shall be responsible for seeing that an inspection of all deliveries of supplies, materials, equipment or contractual services be made by the User Department. The Purchasing Manager should approve and/or enumerate and require chemical and physical tests to be conducted by the head of the User Department on all supplies and services to determine compliance with the specifications. The Purchasing Manager shall have access to and coordinate the use of City laboratory facilities and, with the approval of the General Services Director, use of any necessary outside laboratory in connection with chemical or physical tests of samples submitted with bids and samples of deliveries that are necessary to determine the materials' quality and conformance with the specifications. Any related charges for such tests shall be borne by the User Department. The Purchasing Manager may reject non-conforming articles and supplies and any such rejected materials shall not be used by any department.

Automotive Parts and Supplies for Special Purposes

The General Services Director may, at their discretion, delegate in writing to other appropriate individuals the authority to solicit bids or purchase automotive parts, repairs and supplies for special purposes such as electric supplies, laboratory supplies and the like, subject to the provisions of this Policy. Necessary repairs due to unforeseen damage to public machinery or equipment are exempt from competitive bidding under section 252.022 (a)(3) of the Texas Local Government Code.

Accepting Equipment on Trial

No equipment or accessory may be placed to use by any department for the purpose of testing its suitability or fitness in advance of purchase without the express approval of the Purchasing Manager. The Purchasing Manager shall require an understanding from the vendor that such trial, use, and any possible purchase liability be presented in writing before commencement of such demonstration or test; provided, however, that in the event the purchase of equipment proposed to be demonstrated is not contemplated in the current budget, the matter shall be submitted to the General Services Director.

RENTAL OF EQUIPMENT

Approval Required

No equipment or accessory shall be rented or leased without an approved requisition or purchase order, except as provided in *Emergency* section on this Policy.

Garage Action

All vehicular equipment rentals shall be made through the Garage Division.

Only Public Purchases Permitted

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Neither the General Services Director or the Purchasing Manager, any employee of his office, nor any department manager to whom authority to purchase may be delegated shall, acting in his/her official capacity on behalf of the City purchase 1) automobile supplies or accessories for the personal or private account or use of any employee including those whose privately owned automobiles are rented for use in City business; or 2) supplies or materials of any kind for personal or private use of any employee or other person(s) at a discount not consistent with that business' normal pricing policy. The work and concern of all persons in any way associated with the business of the Purchasing Division shall be confined strictly to purchases of a public nature and for which funds are provided in the budget.

TRANSFER OR SALE OF CITY OWNED PERSONAL PROPERTY

Auctions

Annually, or at any other convenient time, an auction may be held by the Purchasing Manager to dispose of surplus, obsolete, or otherwise unusable supplies and equipment, including materials from various "Lost and Found" depositories, Police confiscations, and recovered/ unclaimed evidence that are cleared for sale. The auction may include the use of online auctions where deemed appropriate and in the best interest of the City. The Purchasing Manager may also hold other auctions where special conditions dictate the auction as being necessary (when fair market value of City-owned personal property can be reasonably ascertained, City owned personal property may be disposed of by direct sale. *See the Single Items or Special Lots* section in this Policy.

All departments shall submit to the Purchasing Manager, at such times and in such form as they shall prescribe, reports showing stocks of all supplies, materials, and equipment that are no longer used or that have become obsolete, worn out or scrapped. The Purchasing Manager may transfer such stock to another department that has need for and can use or hold such item in storage for future use, as they may determine may be most advantageous for the City. The Purchasing Manager shall also have the authority to sell all such supplies, materials and equipment that are unsuitable for public use, or to exchange for or trade in the same on new supplies, materials and equipment. Department managers may initiate the sale of obsolete, worn out, or scrap property of the City under their supervision by written memorandum to the Purchasing Manager, describing the property and stating the reasons for proposed sale. *See the Disposition Procedure* section on this Policy and applicable forms.

Single Items or Special Lots

The Purchasing Manager shall solicit bids when required by statute by public advertisement and posting on the bulletin board and shall review all proposed property sales and make written recommendation to the City Manager.

The City Manager shall approve all sales of City-owned personal property that is not sold at auction or through the solicitation of bids. Approval may be delegated to certain levels to the General Services Department.

Petty Cash Funds

Petty cash funds not to exceed three hundred dollars (\$300.00) are established, upon approval by the General Services Director or the Purchasing Manager. Current limit for petty cash funds single transactions is \$50. Petty cash purchases shall be of the nature that they will benefit the operation of the City by saving money.

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Petty cash purchases shall not be made for the purpose of evading the Purchasing Policy, such as splitting purchases to evade the stated limit. Petty cash purchases shall be documented with adequate receipts and all receipts shall be submitted to the Finance Department at least monthly for reimbursement.

EMPLOYEE RESPONSIBILITIES

Non-compliance with this Policy may result in disciplinary action up to and including termination. Misuse and/or abuse, including inappropriate or improper purchases, will be dealt with as follows:

First Violation

The Employee's Division Manager shall determine if: 1) the employee is individually responsible for the non-compliant activity, 2) the individual should retain purchasing privileges, and 3) disciplinary action is necessary. The employee's division manager must notify the Purchasing Manager, in writing, of the disposition of the incident within five working days.

Second Violation

The Purchasing Manager shall determine if the employee may continue to exercise purchasing privileges and the employee's division manager shall determine disciplinary action. The Purchasing Manager shall be notified in writing of the disposition of the incident by the employee's division manager within five working days.

Third Violation

The Purchasing Manager shall determine if the employee may continue to exercise purchasing privileges and may refer the matter to the General Services Director for disciplinary determinations with the City Manager's Office, up to and including termination of employment. The department manager or the Purchasing Manager may terminate the employees purchasing privileges. The Purchasing Manager shall be notified in writing of the disposition of the incident by the employee's division manager within five working days.

Purchasing Card Policy

The Purchasing Card Program (the "*Program*") is designed to streamline and create efficiencies within the purchasing process for small-dollar purchases as well as travel-related expenses. The Program is intended to give authorized employees the power to procure for City-related business and goods or services directly from vendors while reducing the time and effort normally associated with ordering and paying for these types of purchases. Cardholders are expected to comply with this Policy and with the City's Purchasing Manual.

The City utilizes two types of purchasing cards: Individual purchase cards ("*P-Cards*") and travel cards. P-Cards are issued to specific employees and travel cards are issued to employees who do not have a City P-Card and are traveling for City business. This Policy applies to both types of cards unless otherwise noted.

Eligible Employees. Department directors and division managers may recommend full-time and part-time employees, whose responsibility includes routine purchases of business-related goods and services, to receive a P-Card embossed with that employee's name as well as 'City of Midland.' An individual should only be

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assigned a P-Card after completing the application form and signing the *Cardholder Agreement Form*. Temporary employees are not eligible.

Each P-Card is issued to one employee only. Authorization to use any P-Card is restricted to the employee whose name is embossed on the card. As a cardholder, the employee is responsible for the appropriate use of City funds. Although the P-Card is issued to the employee, it remains City property and may be rescinded at any time. The employees may use the P-Card only for the types of purchases described in this Policy and approved by their supervisor.

A travel card may be utilized by employees that do not have a P-Card and are traveling on City business for hotel, incidentals, taxi fares, etc. These employees shall request a travel card no later than two (2) weeks before they plan to travel.

Card Limits. Spending limits should be commensurate with the cardholder's needs. The transaction limits and monthly credit limits are dependent upon the requirements of the cardholder's position and function. Limits vary according to levels of budget authority, discretion of the applicable supervisor, and type of purchases required by the job.

Currently, the City offers three limits for P-Cards:

Level	Monthly Credit	Single Transaction
1	\$20,000	\$5,000
2	\$10,000	\$3,000
3	\$5,000	\$1,000

Department directors may request a temporary or permanent change to a cardholder's assigned level by submitting their request in writing to a General Services Director or other appropriate employee. Under no circumstance shall the new single/monthly limits exceed the maximum allowable limit level available to cardholders.

For exceptionally unique and/or emergency situations, and when in the City's best interest, a department director may request an increase to a cardholder's level of single/monthly limits that exceeds the maximum allowable to cardholders. Such requests, including detailed justification for the request, must be submitted in writing to the General Services Director for approval. If approved, the increase will go into effect for a defined period of time, after which the cardholder's limits shall immediately return to their prior limits.

Program Administrator Responsibilities. The City hereby appoints the General Services Director as the Program Administrator to serve as the liaison between the cardholders and the City's bank. Additionally, the Program Administrator's responsibilities include:

- Establishing cardholder accounts and authorization controls;
- Providing instructions, training and assistance to cardholders and approvers;
- Maintaining proper documentation and storage of imaged receipts, logs and approvals;
- Authorizing payment to the bank in accordance with City policies, procedures, and the Prompt Payment Act; and
- Immediately notifying the Purchasing Manager of any suspected abuse or fraudulent activity.

Supervisor Responsibilities. The cardholder's supervisor, manager, or manager designee is responsible for approving transactions and verifying that related receipts and documentation are properly submitted.

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Transactions must be approved in the financial/procurement software at least weekly by indicating that a transaction is valid (see Segregation of Duties section on this policy). The supervisor is also responsible for obtaining P-Cards from cardholders upon their exit from the City (resignation or termination) and destroying the cards. The Program Administrator shall be notified of exiting employees so their P-Card accounts can be promptly closed. Cardholder Responsibilities. The cardholder promises to comply with the program rules and regulations by signing a <i>Cardholder Agreement Form</i>. Additionally, the cardholder is responsible for the following: • Upon receipt of the card, contacting the bank to activate the card; • Holding and securing the card; • Ensuring sales tax is not charged; • Receiving and inspecting all ordered materials for discrepancies (resolving discrepancies directly with the vendor first); • For each transaction made, indicating the General Ledger account number(s) (Org/Obj) that will be used to pay for the purchase; • Saving all itemized sale receipts; • Using the card for City-related business only, in accordance with City, state, and federal policies, procedures and laws; and • Immediately reporting any fraudulent use as well as lost or stolen cards to the bank and the Purchasing Department. Segregation of Duties. In order to ensure proper internal controls, each department shall maintain a separation of duties for the review and approval of all transactions in the financial/procurement software including the following: • Department-designated P-Card entry staff shall “review” the P-Card transactions in the financial/procurement software by adding the General Ledger account number(s) (Org/Obj), purchase description (to include the first initial and last name of the purchaser if the purchase was made with a P-Card) and attach receipts to the appropriate transactions; • Cardholder supervisor(s), or designee, must electronically approve transactions in the financial/procurement software ; • Under no circumstances should the same individual be the “reviewer” and the “approver”; and • Under no circumstances should anyone designated as an “approver” approve their own transactions. Using the Card. The P-Card is a supplement to the purchasing process. Use of the card is not intended to replace effective procurement planning that enables volume discounts, nor is it intended to preempt City policies and procedures or state law. The P-Card is intended for approved purchases that benefit the City. Examples of the type of purchases where the P-Card should be used include: • Maintenance and repair of operational supplies; • Subscriptions for books; • Seminars for training and membership registration fees; • Travel expenses and meals; • Some services purchased on an irregular basis; and • Office and food supplies.		
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Purchases shall not be split to circumvent other accounting and procurement policies. Charging personal expenses, even if the intent is to reimburse the City later, is prohibited. P-Cards shall not be used for: • Cash advances and/or cash refunds; • Alcoholic beverages; • Charitable, civic, political or religious organizations; • Court costs and fines; • Capital equipment; • Separate, sequential or component purchases; or • Items for which the City has established annual purchasing agreements. When placing an order, the employee shall provide the vendor with the following information: • Identification as a City employee; • City tax exemption number that is pre-printed on the card indicating the City is tax-exempt; • Indication that it is a procurement card purchase; • The cardholder name; • Individual card number point-of-sale (swiped/chipped) cards are the preferred method of presentation; • Expiration date of card; • Description of goods or services to be ordered; • Complete delivery address including building and room number, if applicable; • Billing information if requested (e.g., P.O. Box 1152, Midland, Texas 79702); and • Any other information necessary to make the purchase successfully. Transaction Reconciliation. An itemized sales receipt shall be retained, scanned and attached to the transaction in the financial/procurement software as supporting documentation. In case of a missing receipt, the Program Administrator may require a memo from the card holder to their immediate supervisor. The approved memo shall be attached into the financial/procurement software as the supporting documentation. The billing cycle ends on the fourth (4th) day of every month. All transactions for the current cycle should be posted two days after the end date. The only time the cycle does not end on the 4 fourth (4th) day of the month is when said day falls on a weekend. When that happens, the following Monday is the end of the cycle. Each twelfth (12th) of the month, the transactions must be reviewed, edited, and submitted for approval and all invoices/receipts or other documentation, including travel expense reports, must be scanned and attached to the individual transaction in the financial/procurement software. Department managers are required to send an approving email by the fifteenth (15th) day of the month. Sales Tax. The City is tax exempt. The City’s tax-exempt number is 1-75-6000608-6 and this number is printed on each card. The cardholder is responsible for ensuring compliance with this tax exemption and is responsible for ensuring credit for any tax erroneously applied. When traveling, hotel charges, food charges and fuel charges will most likely be properly taxable. Discrepancies and Dispute Procedures. The cardholder is responsible for following up with a vendor for any erroneous charges, disputed items, or returns. A cardholder may dispute a charge that appears on their account. A disputed charge may result from failure to receive goods or services, fraud or misuse, altered		
PACKET 5.61 August 12, 2025		

Title: P-100 Purchasing Policy		Contents: P-100
		Submitted By: E. Martinez
		Approved By:
Effective Date: September 1, 2025	Supersedes No.: 2023-053	Page No.: 27 of 28

charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, etc. The cardholder should contact the vendor to resolve any disputed charge.

If the cardholder is unable to reach an agreement with the vendor, they should initiate a dispute by contacting the issuing bank by calling the phone number on the back of the card. The cardholder's next statement will be reduced by the amount of the disputed charge until the issue is resolved. A resolution of the disputed charge should be reached in 90 days. In the event of an audit, the cardholder must prove that a dispute is in process.

Lost or Stolen Cards. It is the responsibility of the cardholder to immediately report a lost or stolen card directly to the bank or contract the Purchasing Office. The cardholder is also responsible for notifying their supervisor and the Senior Buyer. During business hours, the Senior Buyer may assist the employee with reporting the lost/stolen card to the bank and deactivating the card. Fraudulent transactions that may occur before the card is cancelled will be disputed.

The City is responsible for all transactions until the card is reported lost or stolen. Unauthorized use of the card may be reported to the Midland Police Department if criminal activity is suspected. The employee's quick response reduces the risk of fraud.

Canceling Cards. An employee's supervisor may cancel a card for any employee at any time for any reason by destroying the card and notifying the Program Administrator.

Renewal of Existing Cards. Renewed cards are sent automatically to the Program Administrator 30 days prior to the expiration date of the card. The Program Administrator will notify the appropriate cardholders when the cards are available to be picked up. Cards must be picked up and signed for within ten (10) business days after notification. P-Cards may only be picked up by the cardholder whose name is embossed on the card.

Misuse of Card. The issuance of a card represents the City's trust in the employee and his/her empowerment as a responsible employee of the City to safeguard and protect its assets. As a cardholder, each employee assumes the responsibility for the protection and proper use of the card, including timely reconciliation.

Cardholders suspected of fraud, theft or misuse shall have their card(s) suspended or terminated. Appropriate disciplinary actions will be taken against the employee in accordance with City policies and procedures.

Personal Misuse. The following are a few examples of personal misuse of the procurement card:

- Purchases using the card for the sole benefit of the employee or the employee's family or friends;
- Purchases of clothing, food or entertainment not authorized by the employee's department;
- Assignment, transfer, or loaning of a card to an unauthorized person; or
- Use of a card by a suspended or terminated employee.

These examples may indicate negligence on the part of the cardholder when no apparent fraudulent acts are committed. Following the Program Administrator's review of personal misuse, the cardholder may be required to reimburse the City for unauthorized purchases and provide documentation proving reimbursement within two weeks or some other specified time period and subject to the following actions:

- First Offense – Card suspended for 30 days; notice sent to cardholder, supervisor and department director;

PACKET

5.62

August 12, 2025

Title: P-100 Purchasing Policy		Contents: P-100
		Submitted By: E. Martinez
		Approved By:
Effective Date: September 1, 2025	Supersedes No.: 2023-053	Page No.: 28 of 28

- Second Offense – Card suspended permanently; and
- Other disciplinary measures up to and including termination and subject to legal action.

Administrative Misuse. The following situations are examples of administrative misuse of a procurement card:

- Lack of proper and timely reconciliation of cardholder account;
- Lack of proper documentation (e.g., lack of itemized receipts for each transaction);
- Lack of properly safeguarding the card (e.g., repeated loss of card(s)); and
- The use of the card in direct violation of this Policy (e.g., splitting transactions to circumvent the single transaction limit, multiple transactions to circumvent the bidding process etc.).

Administrative misuse should be handled promptly and consistently as applied to all cardholders. Following the Program Administrator review of administrative misuse, the Program Administrator may implement the following punishment for the cardholder:

- First Offense – Warning sent to cardholder, supervisor and HR; and
- Second Offense – Card may be suspended permanently.

Records Management. P-Card receipts and all related documentation supporting a purchase is considered an accounts payable transaction and should be maintained in accordance with established guidelines and policies for such documents. Once the original documents are all scanned and uploaded as an attached image to the transaction in the financial/procurement software, the department is responsible for keeping the originals.



City Council Meeting

Item Number: 6
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF A 2026 INTERNATIONAL HV507 6X4 CHASSIS WITH A SALTDogg MUNICIPAL DUMP SPREADER FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF \$229,730.95 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of one (1) Muni Dump Body with a salt spreader from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract #032824-NVS for a total cost of \$229,730.95 for the Transportation Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of one (1) Muni Dump Body with a salt spreader from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract #032824-NVS. 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 Manuel Salinas, Garage Superintendent, for more information.

Therefore, please consider a resolution approving the purchase of one (1) Muni Dump Body with a salt spreader from BDR Preferred Holdings LLC dba Roberts Truck Center through Sourcewell contract #032824-NVS for a total cost of \$229,730.95.



City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: SourceWell contract # 032824-NVS for a Salt Dogg Muni Body

DATE: 07/16/2025

Fleet Services is requesting for the purchase of (1) one cab and chassis with a Salt Dogg Muni Body salt spreader. This unit will help with keeping the roadways throughout the city safe and clear of any ice build up during the winter months. The budgeted amount for FY 2025 for the purchase of (1) one cab and chassis with a Salt Dogg Muni Body salt spreader is \$302,000. Roberts Truck Center has submitted a quote through SourceWell contract # 032824-NVS for the purchase of (1) one cab and chassis with a Salt Dogg Muni Body salt spreader in the amount of \$229,730.95.

Fleet services accepts this quote which meets all specifications requested.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A 2026 INTERNATIONAL HV507 6X4 CHASSIS WITH A SALTDOGG MUNICIPAL DUMP SPREADER FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF \$229,730.95

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, BDR Preferred Holdings LLC DBA Roberts Truck Center has submitted a total proposed cost to the City of \$229,730.95 for the purchase of a 2026 International HV507 6X4 chassis with a SaltDogg Municipal Dump Spreader, through Sourcewell, as shown on the quote that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by BDR Preferred Holdings LLC DBA Roberts Truck Center for a 2026 International HV507 6X4 chassis with a SaltDogg Municipal Dump Spreader to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a 2026 International HV507 6X4 chassis with a SaltDogg Municipal Dump Spreader from BDR Preferred Holdings LLC DBA Roberts Truck Center through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a 2026 International HV507 6X4 chassis with a SaltDogg Municipal Dump Spreader from BDR Preferred Holdings LLC DBA Roberts Truck Center, through Sourcewell, for a total cost of \$229,730.95.

SECTION TWO. Funding shall be available in the Garage Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay BDR Preferred Holdings LLC DBA Roberts Truck Center for said 2026

International HV507 6X4 chassis with a SaltDogg Municipal Dump Spreader 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 Toullet, Interim City Attorney

S:\Resolutions\Purchaser\2025\Purchaser\Sourceswell - Multi Dump Body w/ Salt Spreader

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcwell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcwell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
<i>Sourcwell Member:</i>	City of Midland	Roberts Truck Center
<i>Contact:</i>	Eloy Salinas	Clay Nelson
<i>Address:</i>	300 N. Loraine St	10101 W I20
<i>City/State/Zip:</i>	Midland, TX 79701	Midland, TX 79706
<i>Phone:</i>	432-685-7451	432-697-2241
<i>Email:</i>	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4860
Date	7/16/2025
Quantity of this Specification	1
Single Sourcwell Transaction Total Volume	

Chassis		
New 2026 International HV507 6x4 Chassis		\$ 175,778.00
Base Chassis List	\$ 122,474.00	
Options List	\$ 53,304.00	
Sourcwell Contract Discount	31.0%	\$ (54,565.05)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcwell Chassis Price		\$ 121,212.95
Sourcwell Partner Body		
		\$ -
Handling Fee	2.00%	\$ -
Non-Sourcwell Dealer Supplied Body		
AET Installed - SaltDog MDS Muni Dump with Dual Augers		\$ 95,650.00
Handling Fee	2.00%	\$ 1,913.00
Additional Post Build Work		
		\$ -
Handling Fee		\$ -
Service Contracts		
		\$ -
		\$ -
Additional Freight		
		\$ -
Additional Floorplan		
Flooring Coverage		\$ 4,500.00
		\$ -
Additional Fees & Taxes		
Spare Key/Tire/Wheel, Fuel, VIT		\$ 3,255.00
Materials Tarriff		\$ 3,200.00
		\$ -
Final Sourcwell Per Vehicle Price FOB Lubbock, TX		\$ 229,730.95
Final Sourcwell Total Vehicle(s) Price		\$ 229,730.95
Additional Sourcwell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcwell pricing quoted above.

Dealer placing a new orders for the Sourcwell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcwell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

- ☒ QUOTATION
☐ ORDER



REF. #: JDA071425-02

610 NORTH GRAND
 AMARILLO, TEXAS 79107
 Tele (806) 383-8831 Fax (806) 383-0662
 Toll Free 800-687-8831

3707 MLK BLVD
 LUBBOCK, TEXAS 79404
 Tele (806) 747-2991 Fax (806) 747-3715
 Toll Free 800-530-4775

12000 HWY 191
 MIDLAND, TX 79707
 Tele (806) 670-2301 Fax (806) 747-3715
 Toll Free 800-530-4775

www.aet.us

CONTACT & COMPANY	Clay Nelson Roberts Truck Center	QUOTE PREPARED BY / DATE	SALESMAN / DATE
ADDRESS		JDA 07/14/25	Jason D. Andrew
PHONE	432-697-2241 M 806-786-9176	F.O.B. Lubbock	P.O. # Required
EMAIL	clay.nelson@robertstruck.com	TERMS Account	EXPECTED DELIVERY

DESCRIPTION		2025 International HV507 136" C/T w/ Allison 3000 RDS (City of Midland)	
QTY		EACH PRICE	EXTENDED PRICE
	Furnish & Install		
1	SaltDogg MDS Municipal Combination Dump Spreader with	\$95,650.00	\$95,650.00
	Dual Augers with rear discharge		
	15' Length - 15.6 cubic yard capacity w/ side boards		
	(11.2 cubic yard capacity @ water level)		
	30gal Central Hydraulic System - 6 Function, Air/Hydraulic Proportional		
	includes In-cab controls, Full color TFT-LCD touchscreen display, tank, & valves		
	Full Length Dual Augers with 7" Variable Pitch Hard Faced		
	Top screens for personnel protection		
	Unique roll-formed sides maximize capacity and material flow		
	Can handle salt, sand, or mix		
	Reinforced multi-panel tailgate and removable inspection door		
	Hydraulic drive - PTO & Direct mount pump		
	Hitch-style mounted, removable, Rear Hex-Flow spinner w/ 40' spread radius		
1	Cab Shield, 24" w/ tarp plates	incl.	
1	Asphalt Apron - bolt-on removable	incl.	
1	Solid Tarp kit, 12V, alum for 15' MDS body	incl.	
1	HD Hitchplate with 25 Ton Swivel pintle hook on rear	incl.	
	Glad hands		
	7-way round pole		



"Service is Our Business"

Since 1953

Installation and Documentation meets
 FEDERAL MOTOR VEHICLE SAFETY
 STANDARDS

SUBTOTAL	\$95,650.00
SHIPPING & FREIGHT	
TAX	EXEMPT
TOTAL DUE AT DELIVERY	\$95,650.00

This order is taken subject to approval of the American Equipment and Trailer, Inc. Quotation made is tentative and subject to prices prevailing at time of delivery.

Authorized By : _____

PACKET

6.8

Accepted By : Jason D. Andrew

Prepared For:
 CITY OF MIDLAND
 Eloy Silinas
 300 N Loraine St.
 Midland, TX 79701-4725
 (432)685 - 7451
 Reference ID: HV507 Muni Dump

Presented By:
 ROBERTS TRUCK CENTER
 Aric Teague
 10101 W INTERSTATE 20
 MIDLAND TX 79706 - 2638
 (432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 66000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 17.28% / 2.09% @ 55 MPH Calc. Geared Speed: 73.4 MPH
DIMENSION:	Wheelbase: 211.00, CA: 136.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Vehicle Specifications
2026 HV507 SFA (HV507)

July 16, 2025

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 211.00 Wheelbase, 136.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1572	TOW HOOK, REAR (2)
1AND	AXLE CONFIGURATION 6x4
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

Code	Description
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
7WCW	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

Code	Description
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon

Code	Description
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.38 <u>Notes</u> : Axle Lead Time is 45 Days
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGD	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone

Code	Description
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KBM	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust
16LUN	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Mordura Cloth, with Fixed Back
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLM	HOURLMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

Vehicle Specifications
2026 HV507 SFA (HV507)

July 16, 2025

<u>Code</u>	<u>Description</u>
26DUK	WHEEL, SPARE, DISC {Accuride 29169} 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, with .472" Thick Increased Capacity Disc
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	AET Installed - SaltDogg MDS Muni Combo Body

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$229,730.95

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St	10101 W I20
City/State/Zip:	Midland, TX 79701	Midland, TX 79706
Phone:	432-685-7451	432-697-2241
Email:	msalinas@midlandtexas.gov	clay.nelson@robertstruck.com

Proposal Number	4860
Date	7/16/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis		
New 2026 International HV507 6x4 Chassis		\$ 175,778.00
Base Chassis List	\$ 122,474.00	
Options List	\$ 53,304.00	
Sourcewell Contract Discount	31.0%	\$ (54,565.05)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 121,212.95
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	2.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
AET Installed - SaltDog MDS Muni Dump with Dual Augers		\$ 95,650.00
		\$ -
Handling Fee	2.00%	\$ 1,913.00
Additional Post Build Work		
		\$ -
		\$ -
		\$ -
Handling Fee		\$ -
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ -
		\$ -
Additional Floorplan		
Flooring Coverage		\$ 4,500.00
		\$ -
Additional Fees & Taxes		
Spare Key/Tire/Wheel, Fuel, VIT		\$ 3,255.00
Materials Tarriff		\$ 3,200.00
		\$ -
Final Sourcewell Per Vehicle Price FOB Lubbock, TX		\$ 229,730.95
Final Sourcewell Total Vehicle(s) Price		\$ 229,730.95
<i>Additional Sourcewell Qualified Content</i>		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

- ☒ QUOTATION
☐ ORDER



REF. #: JDA071425-02

610 NORTH GRAND
 AMARILLO, TEXAS 79107
 Tele (806) 383-8831 Fax (806) 383-0662
 Toll Free 800-687-8831

3707 MLK BLVD
 LUBBOCK, TEXAS 79404
 Tele (806) 747-2991 Fax (806) 747-3715
 Toll Free 800-530-4775

12000 HWY 191
 MIDLAND, TX 79707
 Tele (806) 670-2301 Fax (806) 747-3715
 Toll Free 800-530-4775

www.aet.us

CONTACT & COMPANY	Clay Nelson Roberts Truck Center	QUOTE PREPARED BY / DATE	SALESMAN / DATE
ADDRESS		JDA 07/14/25	Jason D. Andrew
PHONE	432-697-2241 M 806-786-9176	F.O.B. Lubbock	P.O. # Required
EMAIL	clay.nelson@robertstruck.com	TERMS Account	EXPECTED DELIVERY

DESCRIPTION		2025 International HV507 136" C/T w/ Allison 3000 RDS (City of Midland)	
QTY		EACH PRICE	EXTENDED PRICE
	Furnish & Install		
1	SaltDogg MDS Municipal Combination Dump Spreader with	\$95,650.00	\$95,650.00
	Dual Augers with rear discharge		
	15' Length - 15.6 cubic yard capacity w/ side boards		
	(11.2 cubic yard capacity @ water level)		
	30gal Central Hydraulic System - 6 Function, Air/Hydraulic Proportional		
	includes In-cab controls, Full color TFT-LCD touchscreen display, tank, & valves		
	Full Length Dual Augers with 7" Variable Pitch Hard Faced		
	Top screens for personnel protection		
	Unique roll-formed sides maximize capacity and material flow		
	Can handle salt, sand, or mix		
	Reinforced multi-panel tailgate and removable inspection door		
	Hydraulic drive - PTO & Direct mount pump		
	Hitch-style mounted, removable, Rear Hex-Flow spinner w/ 40' spread radius		
1	Cab Shield, 24" w/ tarp plates	incl.	
1	Asphalt Apron - bolt-on removable	incl.	
1	Solid Tarp kit, 12V, alum for 15' MDS body	incl.	
1	HD Hitchplate with 25 Ton Swivel pintle hook on rear	incl.	
	Glad hands		
	7-way round pole		



"Service is Our Business"

Since 1953

Installation and Documentation meets
 FEDERAL MOTOR VEHICLE SAFETY
 STANDARDS

SUBTOTAL	\$95,650.00
SHIPPING & FREIGHT	
TAX	EXEMPT
TOTAL DUE AT DELIVERY	\$95,650.00

This order is taken subject to approval of the American Equipment and Trailer, Inc. Quotation made is tentative and subject to prices prevailing at time of delivery.

Authorized By : _____

PACKET

6.18

Accepted By : Jason D. Andrew

Prepared For:
 CITY OF MIDLAND
 Eloy Silinas
 300 N Loraine St.
 Midland, TX 79701-4725
 (432)685 - 7451
 Reference ID: HV507 Muni Dump

Presented By:
 ROBERTS TRUCK CENTER
 Aric Teague
 10101 W INTERSTATE 20
 MIDLAND TX 79706 - 2638
 (432)697-2241

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 66000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 17.28% / 2.09% @ 55 MPH Calc. Geared Speed: 73.4 MPH
DIMENSION:	Wheelbase: 211.00, CA: 136.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Vehicle Specifications
2026 HV507 SFA (HV507)

July 16, 2025

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 211.00 Wheelbase, 136.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1572	TOW HOOK, REAR (2)
1AND	AXLE CONFIGURATION 6x4
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

Code	Description
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
7WCW	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

Code	Description
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon

<u>Code</u>	<u>Description</u>
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
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12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.38 <u>Notes</u> : Axle Lead Time is 45 Days
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGD	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone

Code	Description
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KBM	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust
16LUN	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Mordura Cloth, with Fixed Back
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLM	HOURLMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

Vehicle Specifications
2026 HV507 SFA (HV507)

July 16, 2025

<u>Code</u>	<u>Description</u>
26DUK	WHEEL, SPARE, DISC {Accuride 29169} 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, with .472" Thick Increased Capacity Disc
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	AET Installed - SaltDogg MDS Muni Combo Body

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$229,730.95

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Model Year 2026
Proposed Unit
Rear view







City Council Meeting

Item Number: 7
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN, PLANS, SPECIFICATIONS AND ARCHITECTURAL/ENGINEERING SERVICES FOR THE WILDCATTER TRAIL PHASE I WITH DUNAWAY ASSOCIATES, LLC FOR A TOTAL COST OF \$640,600.00 FOR THE ENGINEERING DEPARTMENT. (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution authorizing a professional services agreement for design, plans, specifications and architectural/engineering services for the Wildcatter Trail Phase I with Dunaway Associates, LLC for a total cost of \$640,600.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Wildcatter Trail – Champions Project.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Motion 053-2025 authorized the City Manager or the City Manager's designee to advertise a request for qualifications for engineering services and services for Wildcatter Trail Phase I Project provided in connection therewith for the Engineering Services Department. The proposals was sent to one hundred ninety-two (192) vendors. We received two (2) proposals. Staff recommends the acceptance of Dunaway Associates, LLC. Please see the attached memo from Lindsey Adams, Strategic Partnerships Officer, for more information.

Therefore, please consider a resolution authorizing a professional services agreement for design, plans, specifications and architectural/engineering services for the Wildcatter Trail Phase I with Dunaway Associates, LLC for a total cost of \$640,600.00.

City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Assistant General Services Director

FROM: Lindsey Adams, Strategic Partnerships Officer

SUBJECT: Professional Services Agreement for Design of the Wildcatter Trail Phase I

DATE: July 30, 2025

COUNCIL MEETING DATE: August 12, 2025

Please carry a Council agenda item to request approval for the City to enter into a Professional Services Agreement for design, plans, specifications and architectural/engineering services for Wildcatter Trail with Dunaway Associates, LP. The total cost of the design will be \$640,600.00.

This design is for Phase I of the Wildcatter Trail, which is a multimodal trail from Champions Dr to Tradewinds Blvd. to Deauville Blvd. ending at Arlington Rd. The funding for this trail is from a Transportation Alternatives (TA) grant from the Texas Department of Transportation (TXDOT). The city was awarded \$3,697,495.00(80%) with a match of \$924,974.00 (20%). Total project cost is \$4,622,469.00 for design and construction of the trail. The cities' required match is from the Parks Bond and has been set aside into the grant matching fund that was created in early 2025.

It will take an estimated 9 months to a year to design. Once designed the city will hand the designs over to TXDOT to be let for construction as early as Spring 2026.

Please let me know if you need anything further to carry this forward.

cc: Regina Stephenson
Gabriel McClelland

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT WITH
DUNAWAY ASSOCIATES, LLC, IN AN AMOUNT NOT
TO EXCEED \$640,600.00 FOR ARCHITECTURAL AND
ENGINEERING SERVICES ASSOCIATED WITH
PHASE 1 OF THE WILDCATTER TRAIL –
CHAMPIONS PROJECT**

WHEREAS, Motion 053-2025 authorized the issuance of a request for qualifications for architectural and engineering services associated with Phase 1 of the Wildcatter Trail – Champions Project (the “Project”); and

WHEREAS, the City received two (2) statements of qualification with the most qualified submission belonging to Dunaway Associates, LLC; and

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

WHEREAS, Dunaway Associates, LLC, has proposed to perform said professional services for a total not-to-exceed cost of \$640,600.00; and

WHEREAS, the City Council finds that the professional fees proposed by Dunaway Associates, LLC, 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 Dunaway Associates, LLC, 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 Dunaway Associates, LLC, 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 Dunaway Associates, LLC, for architectural and engineering services associated with the Project. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$640,600.00 is available in the Wildcatter Trail – Champions Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Dunaway Associates, LLC, in accordance with the terms of said professional services agreement from funds available in the Wildcatter Trail – Champions Project 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

PROFESSIONAL SERVICES AGREEMENT
25005316

THIS AGREEMENT is made and effective the 13th day of August 2025, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Dunaway Associates, LLC, (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide design, plans, specifications and architectural/engineering services for the future construction of the Wildcatter Trail Phase I (the “*Services*”). 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 \$640,600.00 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 August 14, 2025 until August 13, 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
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Business Automobile Liability:	\$250,000.00 combined single limit - Personal Injury and Property Damage
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Workers’ Compensation:	Statutory limits
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Employers’ Liability:	\$500,000.00 per accident or occurrence
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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: Dunaway Associates, LLC
 550 Bailey Ave Ste 400
 Fort Worth, Texas 76107

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

ARTICLE XV. REQUIRED ASSURANCES AND CERTIFICATIONS

A. Lobbying. By executing this Agreement, COMPANY hereby certifies that COMPANY has not and will not make any prohibited payments for lobbying.

B. Debarment and Suspension Actions. By executing this Agreement, CITY and COMPANY certify that neither they nor their principals are currently debarred, suspended, or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549. Furthermore, CITY and COMPANY certify that they will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549. The Parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State of Texas, to furnish a copy of said certification.

C. General Assurance and Certification. The Parties expressly acknowledge and agree that, as a condition of entering into and performing under this Agreement, they are subject to all applicable federal and state assurances and certifications required in connection with the Services. These assurances and certifications are set forth in that certain Request for Qualifications No. 25005316 issued by the City and in the City's Professional Services Procurement Procedures (collectively, the "*Applicable Requirements*"), each of which is hereby incorporated into this Agreement by reference as if fully set forth herein.

By executing this Agreement, each Party expressly represents, warrants, and certifies that it has reviewed, understands, and will fully comply with all Applicable Requirements throughout

the term of this Agreement. The Parties further acknowledge that compliance with the Applicable Requirements is a material condition of this Agreement, and any failure to comply shall constitute a material breach, subject to all remedies available at law or in equity.

Upon request by the CITY or any federal or state agency, the Parties shall promptly provide such documentation, certifications, or further assurances as may be reasonably required to demonstrate ongoing compliance with all Applicable Requirements

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

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

Notary Public, State of Texas

Exhibit 'A'
Proposal for Professional Services
Wildcatters Trail-Champions
Project
Midland, Texas
July 16, 2025

PART 1.0 PROJECT UNDERSTANDING

Dunaway Associates, L.L.C. ("**Dunaway**") will perform professional engineering and design services generally described as services required for the preparation of Plans, Specifications, and Estimates (PS&E) and related documents for the City of Midland ("**City**") for shared-use path improvements along the proposed path ("**Path**") located along Champions Drive from the Scharbauer Sports Complex entrance to Tradewinds Boulevard, along Tradewinds Boulevard from Champions Drive to Deauville boulevard, and along Deauville Boulevard from Tradewinds Boulevard to Arlington Road in Midland, Texas. This work will be guided by the Transportation Alternatives Set-Aside Program ("TASA"), as awarded by the State of Texas, acting through the Texas Department of Transportation("TxDOT") on October of 2023. Dunaway will prepare final PS&E and related documents for Wildcatters Trail-Champions improvements for the purpose of publicly bidding the work in accordance with City and TxDOT standards.

Dunaway's scope of services includes land surveying, landscape architecture, structural engineering, and civil engineering services. This scope of services and fee schedule is based upon an approved program and approximate total construction budget of \$4,783,673 which includes contingency and design fees.

PART 2.0 SCOPE OF SERVICES

- Task 1. Topographic Survey
- Task 2. Geotechnical Report
- Task 3. PS&E and Related Documents

TASK 1. TOPOGRAPHIC SURVEY

A. Dunaway will provide a Topographic Survey of the Wildcatters trail from back of existing curb to the edge of City of Midland owned ROW in Midland Texas, approximately 11,000 linear feet, as shown on Exhibit 1. One-foot interval contours will be developed based upon the results of the measurements taken. Existing utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The vertical datum upon which the elevations are based will be City of Midland benchmarks. The survey will depict the location, diameter of 6-inches and larger, and species/type (if it can be determined) of all trees.

Task 1 Deliverables:

- Topographic Survey Exhibit (PDF Format)

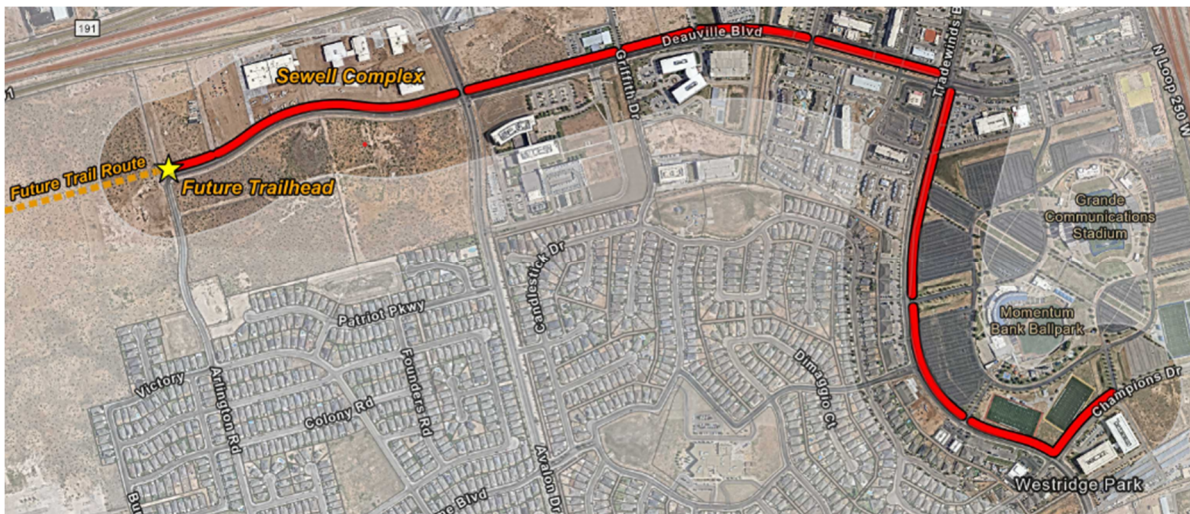


Exhibit1 - Limits of Topographic Survey (approx. 3.5 acres)

TASK 2. GEOTECHNICAL REPORT

A. Based on the approved Schematic Design Exhibits & Program, Dunaway will provide the Geotechnical Engineer (hired by Dunaway as part of this contract) for the geotechnical borings and investigations. Dunaway will also coordinate field work and obtain geotechnical information from subconsultant for use in the final construction documents phase of work.

- One (1) borehole to a depth of 20 feet or to auger refusal within the shade structure location
- Two (2) boreholes to a depth of 10 feet within the pavement areas
- Two (2) bulk sampling locations (5-gallon buckets) from pavement areas to perform standard proctor and CBR tests

Task 2 Deliverables:

- Geotechnical Boring Location Map (PDF Format)
- Geotechnical Report (PDF Format)

TASK 3 PS&E AND RELATED DOCUMENTS

- A. Based upon approval from the City, Dunaway will prepare design development drawings for the proposed shared-use path improvements. The design development drawings will be prepared at an approximate 30%, 60%, 90%, and 100% level of completion of PS&E and construction documents.
- B. Dunaway shall perform constructability reviews at major project design milestones (e.g., 30%, 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as sequence of work and traffic control, drainage (temporary and permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identification of utility conflicts; ensuring accuracy and appropriate use of items, quantities, general notes, standard and special specifications, special provisions, contract time/schedule, standards; and providing detailed comments in an approved format. Reviews must be captured in a constructability log identifying areas of concern and potential conflict. Dunaway shall provide the results of all constructability reviews and recommendations to the City at major project design milestone submittals.
- C. Dunaway will prepare Schematic design for the proposed shared-use path improvements. The schematic design will be prepared at an approximate 30% level of completion of Construction Documents. In addition to path improvements, the project includes trailhead features near Scharbauer Sports Complex. Programming and Schematic Design shall be executed concurrently in this phase within the budget allocated by the Transportation Alternatives Set-Aside Program.
- D. City of Midland will provide Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for preparing the technical specifications.
- E. Dunaway will prepare a preliminary Table of Contents for technical specifications.
- F. Dunaway will submit the schematic drawings and Table of Contents for the technical specifications to the City for review and approval.
- G. Dunaway will attend at a minimum, one (1) meeting with City representatives and TxDOT representatives to review the Design Development submittal at each project design milestone submittal (30%, 60%, 90%, and 100%) for a total of at least four (4) meetings. The City will provide, in writing to Dunaway, all review comments for each design milestone submittal. Dunaway will obtain these comments and approval from the City prior to proceeding towards the next project design milestone leading up to the final construction documents.
- H. At the 90% project design milestone meeting, the City will provide TxDOT's comments in conjunction with comments from various City departments, that shall be included in the 100% construction documents.

- I. At the 90% Construction Documents stage, Dunaway will submit required plans to the City for Planning & Development Review and comment leading to approval. It is Dunaway's understanding that the City of Midland Capital Improvements staff will manage the overall PS&E and development review process and will attend meetings as required. Dunaway understands this process may delay or postpone final documents and plan production and that the City will work to progressively pursue resolution to any such items preventing plan approval, and Dunaway will respond to required changes in like manner.
- J. Dunaway will prepare the final 100% PS&E and Construction Documents, including technical specifications, for the City. The City will provide the documents to TxDOT for use in publicly bidding the project. Dunaway will also provide CAD files to support the preparation of bid item quantities.
- K. Dunaway will submit the final Construction Documents to TxDOT through the City for the required Texas Department of Licensing and Regulation (TDLR) accessibility review.

Task 3 Deliverables:

- 30% Construction Documents (PDF Format)
- 30% Constructability Log (PDF Format)
- 60% Construction Documents (PDF Format)
- 60% Constructability Log (PDF Format)
- 90% Construction Documents (PDF Format)
- 90% Technical Specifications (PDF Format)
- 90% Constructability Log (PDF Format)
- 100% Construction Documents (PDF Format)
- 100% Technical Specifications (PDF Format)
- 100% Constructability Log (PDF Format)
- CAD Files (DNG Format)

PART 3.0 BASIS OF COMPENSATION

Dunaway Associates, L.L.C. proposes to provide the above-described Scope of Services for a lump sum fee of \$661,000.00 (six hundred sixty one thousand and 00/100 Dollars), as described below*.

Executive Fee Summary:

1. Topographic Survey	\$85,000
2. Geotechnical Report	\$44,000
3. Construction Documents	\$532,000

Total Professional Services	\$661,000
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TOTAL	\$661,000
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* Reimbursable expenses will be additional to the Professional Services cost. These expenses include, but may be limited to such items as reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, mail/couriers/deliveries, etc. Reimbursable expenses will be paid for at cost times a 1.10 multiplier.

PART 4.0 ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the City before being performed.

PART 5.0 ASSUMPTIONS

- A. The City will provide, as expeditiously as possible, all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.
- B. This Scope of Services does not include any as-built surveys or easements by separate instrument.
- C. This scope of services does not include materials testing during construction. It is expected that the constructed path will utilize TxDOT-standard construction details where applicable.
- D. This scope of services does not include Construction Staking Services.
- E. This Scope of Services does not include preparation of a CLOMR or LOMR.
- F. This Scope of Services does not include any water agency coordination or permitting with agencies such as TCEQ, FEMA, etc.
- G. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies. However, Dunaway will provide a vehicle routing exhibit depicting the EMS/fire access.
- H. This Scope of Services does not include specialty marketing materials to be utilized by the City for such items as brochures, flyers, posters, 3D animations, videos, etc.
- I. It is assumed that the contractor will be responsible for producing all as-built drawings, if applicable.
- J. It is assumed that Dunaway will be responsible for producing all cost opinions & budget evaluations for this project.

PART 6.0 PERIODS OF SERVICE:

Project shall follow Project Schedule as agreed upon by the CITY and DUNAWAY during the project scoping phase of each ASSIGNMENT. If during project execution for any ASSIGNMENT, schedule revisions are requested by either party, such revisions will be agreed to by the CITY and DUNAWAY with written authorization before proceeding.



25005316 - 25005316 Wilcatter Trail RFQ

Scoring Summary

Active Submissions

	Total	Capability to perform the required services for the Project	Experience on similar projects from the last 5 years:	Registered as a professional engineer in good standing in accordance with the Texas Engineering Practice Act	Professional background, skills, availability, and relevant experience of key personnel to be assigned to the Project	Capability to meet schedules or deadline	Qualifications and experience of regularly engaged subconsultants
Supplier	/ 100 pts	/ 30 pts	/ 20 pts	/ 15 pts	/ 15 pts	/ 10 pts	/ 10 pts
Dunaway	95.6	29.6	18.8	15	14.4	9.2	8.6
Kimley-Horn and Associates, Inc.	91.8	27.2	18.4	15	13.2	8.8	9.2

PROFESSIONAL SERVICES AGREEMENT
25005316

THIS AGREEMENT is made and effective the 13th day of August 2025, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Dunaway Associates, LLC, (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide design, plans, specifications and architectural/engineering services for the future construction of the Wildcatter Trail Phase I (the “*Services*”). 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 \$640,600.00 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 August 14, 2025 until August 13, 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,

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: Dunaway Associates, LLC
 550 Bailey Ave Ste 400
 Fort Worth, Texas 76107

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.

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ARTICLE XV. REQUIRED ASSURANCES AND CERTIFICATIONS

A. Lobbying. By executing this Agreement, COMPANY hereby certifies that COMPANY has not and will not make any prohibited payments for lobbying.

B. Debarment and Suspension Actions. By executing this Agreement, CITY and COMPANY certify that neither they nor their principals are currently debarred, suspended, or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549. Furthermore, CITY and COMPANY certify that they will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549. The Parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State of Texas, to furnish a copy of said certification.

C. General Assurance and Certification. The Parties expressly acknowledge and agree that, as a condition of entering into and performing under this Agreement, they are subject to all applicable federal and state assurances and certifications required in connection with the Services. These assurances and certifications are set forth in that certain Request for Qualifications No. 25005316 issued by the City and in the City's Professional Services Procurement Procedures (collectively, the "*Applicable Requirements*"), each of which is hereby incorporated into this Agreement by reference as if fully set forth herein.

By executing this Agreement, each Party expressly represents, warrants, and certifies that it has reviewed, understands, and will fully comply with all Applicable Requirements throughout

the term of this Agreement. The Parties further acknowledge that compliance with the Applicable Requirements is a material condition of this Agreement, and any failure to comply shall constitute a material breach, subject to all remedies available at law or in equity.

Upon request by the CITY or any federal or state agency, the Parties shall promptly provide such documentation, certifications, or further assurances as may be reasonably required to demonstrate ongoing compliance with all Applicable Requirements

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

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

Notary Public, State of Texas

Exhibit ‘A’
Proposal for Professional Services
Wildcatters Trail-Champions
Project
Midland, Texas
July 16, 2025

PART 1.0 PROJECT UNDERSTANDING

Dunaway Associates, L.L.C. (**“Dunaway”**) will perform professional engineering and design services generally described as services required for the preparation of Plans, Specifications, and Estimates (PS&E) and related documents for the City of Midland (**“City”**) for shared-use path improvements along the proposed path (**“Path”**) located along Champions Drive from the Scharbauer Sports Complex entrance to Tradewinds Boulevard, along Tradewinds Boulevard from Champions Drive to Deauville boulevard, and along Deauville Boulevard from Tradewinds Boulevard to Arlington Road in Midland, Texas. This work will be guided by the Transportation Alternatives Set-Aside Program (“TASA”), as awarded by the State of Texas, acting through the Texas Department of Transportation (“TxDOT”) on October of 2023. Dunaway will prepare final PS&E and related documents for Wildcatters Trail-Champions improvements for the purpose of publicly bidding the work in accordance with City and TxDOT standards.

Dunaway's scope of services includes land surveying, landscape architecture, structural engineering, and civil engineering services. This scope of services and fee schedule is based upon an approved program and approximate total construction budget of \$4,783,673 which includes contingency and design fees.

PART 2.0 SCOPE OF SERVICES

- Task 1. Topographic Survey
- Task 2. Geotechnical Report
- Task 3. PS&E and Related Documents

TASK 1. TOPOGRAPHIC SURVEY

A. Dunaway will provide a Topographic Survey of the Wildcatters trail from back of existing curb to the edge of City of Midland owned ROW in Midland Texas, approximately 11,000 linear feet, as shown on Exhibit 1. One-foot interval contours will be developed based upon the results of the measurements taken. Existing utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The vertical datum upon which the elevations are based will be City of Midland benchmarks. The survey will depict the location, diameter of 6-inches and larger, and species/type (if it can be determined) of all trees.

Task 1 Deliverables:

- Topographic Survey Exhibit (PDF Format)

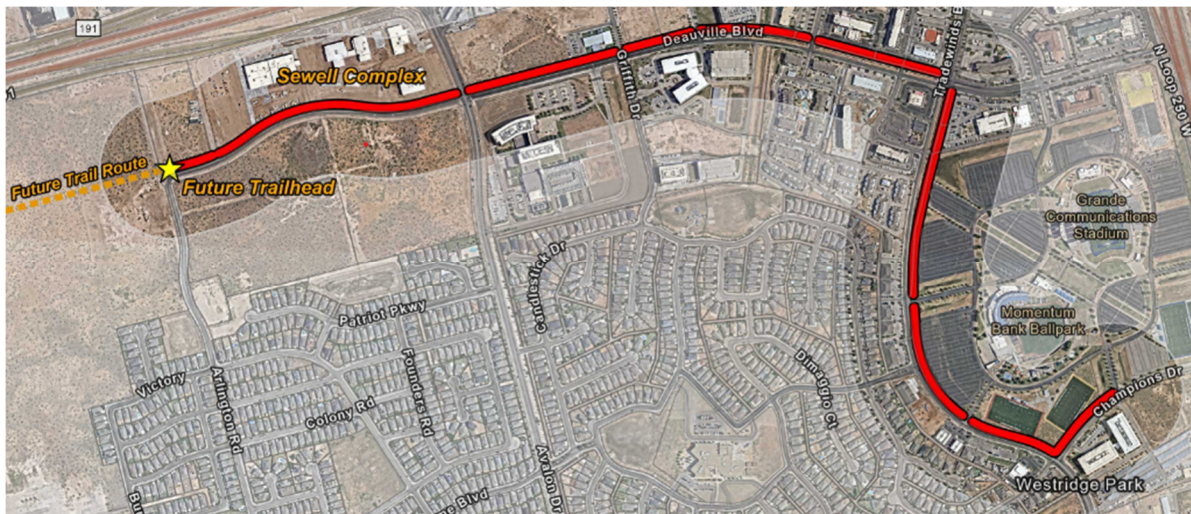


Exhibit1 - Limits of Topographic Survey (approx. 3.5 acres)

TASK 2. GEOTECHNICAL REPORT

A. Based on the approved Schematic Design Exhibits & Program, Dunaway will provide the Geotechnical Engineer (hired by Dunaway as part of this contract) for the geotechnical borings and investigations. Dunaway will also coordinate field work and obtain geotechnical information from subconsultant for use in the final construction documents phase of work.

- One (1) borehole to a depth of 20 feet or to auger refusal within the shade structure location
- Two (2) boreholes to a depth of 10 feet within the pavement areas
- Two (2) bulk sampling locations (5-gallon buckets) from pavement areas to perform standard proctor and CBR tests

Task 2 Deliverables:

- Geotechnical Boring Location Map (PDF Format)
- Geotechnical Report (PDF Format)

TASK 3 PS&E AND RELATED DOCUMENTS

- A. Based upon approval from the City, Dunaway will prepare design development drawings for the proposed shared-use path improvements. The design development drawings will be prepared at an approximate 30%, 60%, 90%, and 100% level of completion of PS&E and construction documents.
- B. Dunaway shall perform constructability reviews at major project design milestones (e.g., 30%, 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as sequence of work and traffic control, drainage (temporary and permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identification of utility conflicts; ensuring accuracy and appropriate use of items, quantities, general notes, standard and special specifications, special provisions, contract time/schedule, standards; and providing detailed comments in an approved format. Reviews must be captured in a constructability log identifying areas of concern and potential conflict. Dunaway shall provide the results of all constructability reviews and recommendations to the City at major project design milestone submittals.
- C. Dunaway will prepare Schematic design for the proposed shared-use path improvements. The schematic design will be prepared at an approximate 30% level of completion of Construction Documents. In addition to path improvements, the project includes trailhead features near Scharbauer Sports Complex. Programming and Schematic Design shall be executed concurrently in this phase within the budget allocated by the Transportation Alternatives Set-Aside Program.
- D. City of Midland will provide Dunaway all front-end documents, contracts, insurance requirements, general conditions, etc. for preparing the technical specifications.
- E. Dunaway will prepare a preliminary Table of Contents for technical specifications.
- F. Dunaway will submit the schematic drawings and Table of Contents for the technical specifications to the City for review and approval.
- G. Dunaway will attend at a minimum, one (1) meeting with City representatives and TxDOT representatives to review the Design Development submittal at each project design milestone submittal (30%, 60%, 90%, and 100%) for a total of at least four (4) meetings. The City will provide, in writing to Dunaway, all review comments for each design milestone submittal. Dunaway will obtain these comments and approval from the City prior to proceeding towards the next project design milestone leading up to the final construction documents.
- H. At the 90% project design milestone meeting, the City will provide TxDOT's comments in conjunction with comments from various City departments, that shall be included in the 100% construction documents.

- I. At the 90% Construction Documents stage, Dunaway will submit required plans to the City for Planning & Development Review and comment leading to approval. It is Dunaway's understanding that the City of Midland Capital Improvements staff will manage the overall PS&E and development review process and will attend meetings as required. Dunaway understands this process may delay or postpone final documents and plan production and that the City will work to progressively pursue resolution to any such items preventing plan approval, and Dunaway will respond to required changes in like manner.
- J. Dunaway will prepare the final 100% PS&E and Construction Documents, including technical specifications, for the City. The City will provide the documents to TxDOT for use in publicly bidding the project. Dunaway will also provide CAD files to support the preparation of bid item quantities.
- K. Dunaway will submit the final Construction Documents to TxDOT through the City for the required Texas Department of Licensing and Regulation (TDLR) accessibility review.

Task 3 Deliverables:

- 30% Construction Documents (PDF Format)
- 30% Constructability Log (PDF Format)
- 60% Construction Documents (PDF Format)
- 60% Constructability Log (PDF Format)
- 90% Construction Documents (PDF Format)
- 90% Technical Specifications (PDF Format)
- 90% Constructability Log (PDF Format)
- 100% Construction Documents (PDF Format)
- 100% Technical Specifications (PDF Format)
- 100% Constructability Log (PDF Format)
- CAD Files (DNG Format)

PART 3.0 BASIS OF COMPENSATION

Dunaway Associates, L.L.C. proposes to provide the above-described Scope of Services for a lump sum fee of \$661,000.00 (six hundred sixty one thousand and 00/100 Dollars), as described below*.

Executive Fee Summary:

1. Topographic Survey	\$85,000
2. Geotechnical Report	\$44,000
3. Construction Documents	\$532,000

Total Professional Services	\$661,000
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TOTAL	\$661,000
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* Reimbursable expenses will be additional to the Professional Services cost. These expenses include, but may be limited to such items as reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, mail/couriers/deliveries, etc. Reimbursable expenses will be paid for at cost times a 1.10 multiplier.

PART 4.0 ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the City before being performed.

PART 5.0 ASSUMPTIONS

- A. The City will provide, as expeditiously as possible, all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.
- B. This Scope of Services does not include any as-built surveys or easements by separate instrument.
- C. This scope of services does not include materials testing during construction. It is expected that the constructed path will utilize TxDOT-standard construction details where applicable.
- D. This scope of services does not include Construction Staking Services.
- E. This Scope of Services does not include preparation of a CLOMR or LOMR.
- F. This Scope of Services does not include any water agency coordination or permitting with agencies such as TCEQ, FEMA, etc.
- G. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies. However, Dunaway will provide a vehicle routing exhibit depicting the EMS/fire access.
- H. This Scope of Services does not include specialty marketing materials to be utilized by the City for such items as brochures, flyers, posters, 3D animations, videos, etc.
- I. It is assumed that the contractor will be responsible for producing all as-built drawings, if applicable.
- J. It is assumed that Dunaway will be responsible for producing all cost opinions & budget evaluations for this project.

PART 6.0 PERIODS OF SERVICE:

Project shall follow Project Schedule as agreed upon by the CITY and DUNAWAY during the project scoping phase of each ASSIGNMENT. If during project execution for any ASSIGNMENT, schedule revisions are requested by either party, such revisions will be agreed to by the CITY and DUNAWAY with written authorization before proceeding.



City Council Meeting

Item Number: 8

Meeting Date: August 12, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION APPROVING SPECIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE BEAL PARK PHASE 2 DEVELOPMENT PROJECT, SAID SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE AND REFERENCED BY THE DATE AND NUMBER OF THIS MOTION; DETERMINING THAT THE CONSTRUCTION MANAGER-AT-RISK METHOD PROVIDES THE BEST VALUE FOR THE CITY OF MIDLAND, TEXAS, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 2269.056(A); AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID SPECIFICATIONS (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Motion approving specifications for the Construction Manager at Risk (CMAR) services for the Beal Park Phase 2 development project, said specifications being on file in the City Secretary's Office referenced by the number and date of this motion, and authorizing the City Manager or the City Manager's Designee to advertise for competitive qualifications for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said specifications.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required as this time.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Please consider approving a motion authorizing the City Manager or the City Manager's designee to advertise a request for the Construction Manager at Risk (CMAR) services for the Beal Park Phase 2 development project. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for additional information.



City Manager's Office



**Parks Division
Interoffice Memorandum**

Date: July 30, 2025
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Request for Qualifications – Construction Manager at Risk for Beal Park Phase 2 Project

This Request for Qualifications is to engage a Construction Manager at Risk (CMAR) firm to provide pre-construction and construction services for the Phase 2 development at Beal Park.

This construction project will entail specialized construction of amenities to include a splash park, an amphitheater, a playground, soccer fields, and parking areas. The Landscape Architects leading the design team with Dunaway have recommended we contract with a CMAR to ensure the project is completed within the allocated budget and within the schedule that has been set up and communicated to the multiple donors that are participating in this public/private partnership project. The CMAR method of contracting this project will allow for on-going value engineering throughout the design process, and this together with the ability to acquire materials and adjust timelines will provide the best value to the City of Midland for the construction of this project.

The firm must be qualified to provide the following services in the scope of their work:

- Pre-construction services:
 - Cost estimating during all design stages
 - Budgeting
 - Scheduling for the pre-construction and construction phases of the project
 - Participation in all programming, design, and project meetings and reviews
 - Subcontractor prequalification, solicitation, and bidding
- Construction services:
 - Procure and furnish all materials, equipment, tools, services, and labor required to complete the work
 - Conduct regular progress/coordination meetings
 - Prepare and submit monthly cost and schedule updates

Since there is a tight budget and schedule for completion of the project, we are offering the following financial incentives to the selected CMAR firm:

- If the project is completed before the deadline of May 30, 2027, the CMAR will get an additional 1% of the total project cost.
- If the project is completed below budget, the CMAR will receive 25% of the difference between the budget and total project cost.

The deadline for statement of qualifications will be September 10, 2025. The City will work with the Dunaway team to select the most qualified firm, and a Professional Service Agreement for the Construction Management at Risk services for the Beal Park Phase 2 construction would be executed in late September 2025.



City Council Meeting

Item Number: 9

Meeting Date: August 12, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING SELECTION OF CONSOR ENGINEERS, LLC, DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC, GARVER LLC, HALFF ASSOCIATES, INC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES, INC., LJA ENGINEERING, INC., LOCKWOOD, ANDREWS, & NEWNAM, INC, MAGRYM CONSULTING, INC, MAVERICK CIVIL & SURVEY, LLC DBA MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DBA PARKHILL, RS&H, STANTEC CONSULTING SERVICES, INC, AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR THE PERFORMANCE OF ON-CALL CITYWIDE ENGINEERING SUPPORT SERVICES FOR THE ENTIRE CITY OVER THE NEXT FOUR (4) YEARS; PROVIDING THAT ANY AGREEMENT SHALL EACH TASK ORDER SHALL NOT EXCEED \$250,000.00 AND (2) THAT THE TOTAL COST TO CITY FOR ALL TASK ORDERS EXECUTED BY CITY AND COMPANY EACH YEAR IN ACCORDANCE WITH THIS AGREEMENT SHALL NOT EXCEED \$1,200,000 PER YEAR. PROFESSIONAL SERVICES AGREEMENTS ON AN AS NEEDED BASIS. (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving professional services agreements to fifteen (15) engineering firms to provide on-call engineering professional services agreements on an as needed basis.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for Citywide On-call Engineering Services. Request for qualifications were sent to one hundred thirty-one (131) firms. We received twenty (24) statement of qualifications. Please consider a resolution authorizing staff to select from fifteen (15) engineering firms to provide citywide on-call engineering services for the Engineering Department. Consor Engineers, LLC, Dunaway Associates LLC, Freese and Nichols, Inc, Garver LLC, Halff Associates, Inc, HDR Engineering, Inc., Kimley-Horn and Associates, Inc., LJA Engineering, Inc., Lockwood, Andrews, & Newnam, Inc, Magrym Consulting, Inc, Maverick Civil & Survey, LLC dba Maverick Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, RS&H, Stantec Consulting Services, Inc, and Westwood Professional Services, Inc., are recommended for selection. Please see the attached memo from Gabe McClelland, Director of Engineering, for additional information.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Assistant General Services Director

FROM: Gabe McClelland, Director of Engineering

SUBJECT: Professional Services Contract for Citywide On-Call Consultants

DATE: July 28, 2025

COUNCIL MEETING DATE: August 12, 2025

Please carry a Council agenda item to request approval for the City to enter into Professional Services Agreements with fifteen (15) firms to provide engineering, architectural, landscape architectural, land surveying, real estate appraisal, planning, and related professional services for use City-wide.

These agreements will follow a task order format, consistent with Engineering's current process. Each task order will have a maximum value of \$250,000, with a not-to-exceed amount of \$1.2 million per consultant per fiscal year.

The fifteen firms, selected based on qualifications and listed in alphabetical order, are as follows: (1) Consor Engineers, LLC; (2) Dunaway Associates LLC; (3) Freese and Nichols, Inc; (4) Garver LLC; (5) Halff Associates, Inc; (6) HDR Engineering, Inc; (7) Kimley-Horn and Associates, Inc; (8) LJA Engineering, Inc; (9) Lockwood, Andrews, & Newnam, Inc; (10) Magrym Consulting, Inc; (11) Maverick Civil & Survey, LLC dba Maverick Engineering (12) Parkhill Smith & Cooper, Inc; (13) RS&H; (14) Stantec Consulting Services, Inc; (15) Westwood Professional Services, Inc.

Each of these firms will be considered prequalified to perform professional services as needed. Funding for individual task orders will be identified at the time each task order is issued.

Please let me know if you need anything further to carry this forward.

cc: Regina Stephenson
Josh Ferguson
Natalie Burgard

RESOLUTION NO. _____

RESOLUTION APPROVING THE SELECTION OF CONSOR ENGINEERS, LLC, DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC., GARVER LLC, HALFF ASSOCIATES, INC., HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES, INC., LJA ENGINEERING, INC., LOCKWOOD, ANDREWS, & NEWNAM, INC., MAGRYM CONSULTING, INC., MAVERICK CIVIL & SURVEY, LLC DBA MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DBA PARKHILL, RS&H, STANTEC CONSULTING SERVICES, INC., AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL CITYWIDE ENGINEERING SUPPORT SERVICES BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED FOUR YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED \$250,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED \$1,200,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved specifications and authorized the Request for Qualifications for citywide on-call engineering services for the next four (4) years; and

WHEREAS, after careful consideration of the responses to the Request for Qualifications, the Engineering Department is recommending Consor Engineers, LLC, Dunaway Associates, LLC, Freese and Nichols, Inc., Garver LLC, Halff Associates, Inc., HDR Engineering, Inc., Kimley-Horn and Associates, Inc., LJA Engineering, Inc., Lockwood, Andrews, & Newnam, Inc., Magrym Consulting, Inc., Maverick Civil & Survey, LLC dba Maverick Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, RS&H, Stantec Consulting Services, Inc., and Westwood Professional Services, Inc., as respective first choices for said citywide on-call engineering services; and

WHEREAS, the City Council finds Consor Engineers, LLC, Dunaway Associates, LLC, Freese and Nichols, Inc., Garver LLC, Halff Associates, Inc., HDR Engineering, Inc., Kimley-Horn and Associates, Inc., LJA Engineering, Inc., Lockwood, Andrews, & Newnam, Inc., Magrym Consulting, Inc., Maverick Civil & Survey, LLC dba Maverick Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, RS&H, Stantec Consulting Services, Inc., and Westwood Professional Services, Inc., to be the most highly qualified providers of such professional services based on demonstrated competence, knowledge, and qualifications; and

WHEREAS, the City Council finds it to be in the public interest to select Consor Engineers, LLC, Dunaway Associates, LLC, Freese and Nichols, Inc., Garver LLC, Halff Associates, Inc., HDR Engineering, Inc., Kimley-Horn and Associates, Inc., LJA Engineering, Inc., Lockwood, Andrews, & Newnam, Inc., Magrym Consulting, Inc., Maverick Civil & Survey, LLC dba Maverick Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, RS&H, Stantec Consulting Services, Inc., and Westwood Professional Services, Inc., as the respective first choices for the performance of said on-call engineering services;

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

SECTION ONE. That Consor Engineers, LLC, Dunaway Associates, LLC, Freese and Nichols, Inc., Garver LLC, Halff Associates, Inc., HDR Engineering, Inc., Kimley-Horn and Associates, Inc., LJA Engineering, Inc., Lockwood, Andrews, & Newnam, Inc., Magrym Consulting, Inc., Maverick Civil & Survey, LLC dba Maverick Engineering, Parkhill Smith & Cooper, Inc. dba Parkhill, RS&H, Stantec Consulting Services, Inc., and Westwood Professional Services, Inc., are hereby selected as the respective first choices for the performance of citywide on-call engineering services and services provided in connection therewith on an as-needed basis.

SECTION TWO. That the City Manager or his designee is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a professional services agreement with each firm identified in Section One hereof for said professional services;

S:\Resolutions\Purchase\2025\Contracts\Citywide On-Call Engineering Support Selection

provided, however, that each agreement (1) shall be for a term not to exceed four (4) years, (2) shall provide for the execution of task orders, the cost to the City for each such task order not exceeding \$250,000.00, and (3) shall provide that the total cost to the City for all task orders executed each year in accordance with such agreement shall not exceed \$1,200,000.00. Said agreements shall be maintained on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION THREE. That the City Manager or his designee is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, task orders in accordance with said professional services agreements; provided, however, (1) that the payment from the City for each task order shall not exceed \$250,000.00 and (2) that the total cost to the City for all task orders executed each year in accordance with each agreement shall not exceed \$1,200,000.00 per agreement per year.

SECTION FOUR. That in the event negotiations fail with any selected provider of said on-call engineering services, that other qualified engineering firms will be contacted and negotiated with regarding the performance of said services according to applicable rules and regulations.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay for all work performed under the above-referenced professional services agreements and task orders executed in accordance with this resolution, pursuant to the terms of said professional services agreements and task orders, from funds available in authorized projects or authorized operating budgets, as appropriate, 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":

S:\Resolutions\Purchase\2025\Contracts\Citywide On-Call Engineering Support Selection

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

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**25004718 Citywide Professional Services
Scoring Summary**

	Total	Capability to Perform the Required Services for the Project	Experience on similar projects from the last 5 years	Registered as a professional engineer in good standing in accordance with the Texas Engineering Practice Act	Professional background, skills, availability, and relevant experience of key personnel to be assigned to the Project	Capability to meet schedules or deadline	Qualifications and experience of regularly engaged subconsultants
Supplier	/ 100 pts	/ 30 pts	/ 20 pts	/ 15 pts	/ 15 pts	/ 10 pts	/ 10 pts
Freese and Nichols, Inc.	92.4	28.2	18.4	15	14	8.4	8.4
Garver	91.4	27	18	15	13.8	8.2	9.4
Parkhill Smith & Cooper	91.4	27.2	20	15	13.8	7.4	8
Kimley-Horn and Associates, Inc.	90.2	27.2	17.6	14.8	13.6	8.6	8.4
Dunaway	90.2	26.6	17.6	14.8	14	8.8	8.4
Half	89.8	27	17.6	14.2	13.4	9	8.6
HDR	89.6	27.2	18.2	14.8	13.6	8.2	7.6
RS&H	89.2	27	17.4	15	12.6	8.8	8.4
LJA Engineering, Inc.	86.4	25.6	17.2	14	13.2	8.4	8
Westwood Professional Services, Inc.	85.4	26.4	17.6	13.8	12.4	7.2	8
Maverick Civil & Survey, LLC dba Maverick Engineering	84.6	24.4	16.8	14.6	13	9.4	6.4
Magrym Consulting, Inc.	82	22.6	15.6	13.8	12.4	8.6	9
Conzor Engineers, LLC	82	23.8	16.6	14.4	12.8	7.6	6.8
Lockwood, Andrews & Newnam, Inc.	79.4	21.8	14.8	14.6	12.4	8	7.8
Stantec Consulting Services Inc.	79	22.2	14.8	14	12	7.6	8.4
GFT Infrastructure, Inc.	75.8	21.6	15.8	13.8	10.2	6.8	7.6
WTC Inc.	75	22.6	14.4	13.8	11	8.2	5
Rhotenberry Wellen Architects	74.4	20.2	13.8	12.6	12.2	8.4	7.2
Brown Reynolds Watford Architects	73.6	19.6	15.2	13	11.8	7	7
R2M Engineering, LLC	72	19.6	13.8	13.6	10.4	8.2	6.4
Quantum Engineering Cons Inc.	71.4	20.2	13.2	12.8	10.2	7.2	7.8
Millennium Engineers Group	59.4	14.4	10.2	13	9.6	8.4	3.8
Dashazo Group	53.2	12.8	10	11.2	8	6.6	4.6
SteelBond LLC	42.6	10.6	7.2	8.4	6	6.4	4

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 01

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Consor Engineers, LLC dba U.S Underwater, hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
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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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Consor Engineers, LLC dba U.S Underwater
 15310 Park Row
 Houston, TX 77084

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Consor Engineers, LLC dba U.S Underwater , 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

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25004718- 02

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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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Dunaway Associates LLC
550 Bailey Avenue
Suite 400
Fort Worth, TX 76107

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Dunaway Associates 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 03

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Freese and Nichols, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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 THE 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.

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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.

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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.

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

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If to CITY: City Manager's Office
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4055 International Plaza
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damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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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 _____, 20____ personally appeared, _____an officer of Freese and Nichols, Inc., 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 05

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Garver LLC, hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
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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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

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

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Garver 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 05

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Halff Associates, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

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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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Halff Associates, Inc.
PO Box 4897
Houston, Texas 77210

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Halff Associates, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 06

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, HDR Engineering, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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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.

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

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 Chicago, IL 60674

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- 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.

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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 _____, 20____ personally appeared, _____an officer of HDR Engineering, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 07

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Kimley-Horn and Associates, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Kimley-Horn and Associates, Inc.
4411 98th St
Lubbock, TX 79424

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Kimley-Horn and Associates, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
25004718- 12

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Parkhill Smith & Cooper, Inc. dba Parkhill hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

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1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

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CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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The term of this Agreement shall be two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

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Agreement 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.

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\$1,000,000.00 per occurrence

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Personal Injury and Property Damage

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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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Parkhill Smith & Cooper, Inc. dba Parkhill
 4222 85TH St
 Lubbock, Texas 79423

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ 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 foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 08

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, LJA Engineering, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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B. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: LJA Engineering, Inc.
PO Box 4346
Dept 803
Houston, Texas 77210

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of LJA Engineering, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 09

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Leo A Daly Company dba Lockwood, Andrews, & Newnam, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily

provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the

Agreement without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY

MIGHT OTHERWISE BE ENTITLED.

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Leo A Daly Company dba Lockwood, Andrews, & Newnam, Inc.
110 W. Louisiana
STE 314
Midland, Texas 77042

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this

Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Leo A Daly Company dba Lockwood, Andrews, & Newnam, Inc., 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 10

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Magrym Consulting, Inc, hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

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The term of this Agreement shall be two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

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CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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

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All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Magrym Consulting, Inc
P110 W Louisiana Ave, Suite 314
Midland, Texas 79701

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Magrym Consulting, Inc, 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 11

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Maverick Civil & Survey, LLC dba Maverick Engineering, hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

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All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

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

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ARTICLE XIV. GENERAL PROVISIONS

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

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

If to COMPANY: Maverick Civil & Survey, LLC dba Maverick Engineering
PO Box 6040
Midland, Texas 79704

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Maverick Civil & Survey, LLC dba Maverick Engineering 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 13

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, RS& H, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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 Agreement. 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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: RS& H, Inc.
 12500 San Pedro Ave.
 Ste. 601
 San Antonio, Texas 78216

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged

damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of RS& H, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 14

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Stantec Consulting Services, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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 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.

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 documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. COMPANY shall be an independent contractor under this

Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

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.

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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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, 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 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).

The parties agree that, prior to the execution of the Agreement, 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 Agreement.

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.

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

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

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 BENEFICIARIES

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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

ARTICLE XIV. GENERAL PROVISIONS

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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Stantec Consulting Services, Inc.
 6080 Tennyson Pkwy, Ste. 200
 Plano, Texas 75024

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. 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.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Stantec Consulting Services, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS

25004718- 15

THIS AGREEMENT is made and effective the 13 day of August 2025, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Westwood Professional Services, Inc. hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, to provide professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, planning services, and services provided in connection with the aforementioned services on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services, architecture services, landscape architecture services, land surveying services, real estate appraising services, and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under

the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed \$250,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed \$1,200,000 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which 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 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event 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 two years. CITY, in CITY's sole discretion, shall have the right to renew this Agreement for up to two additional one-year terms by providing written notice to COMPANY of CITY's desire to renew the Agreement not later than 60 days prior to the end of the then-current term.

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Agreement 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.

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days prior to any reduction or termination of such coverage.

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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. 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. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

If to COMPANY: Westwood Professional Services, Inc.
 PO Box 845019
 Dallas, Texas 75284

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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 the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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 laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement 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 his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except 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 reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

J. **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.

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

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

- 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 the Anti-Boycott statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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 _____, 20____ personally appeared, _____an officer of Westwood Professional Services, Inc. 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 corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

EXHIBIT A
TASK ORDER NO.

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20____, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ____

PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

"CITY"

BY: _____

NAME: Tommy Gonzalez

TITLE: City Manager

ADDRESS: P.O. Box 1152
Midland, TX 79702

"COMPANY"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____



City Council Meeting

Item Number: 10
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF JUNIPER NETWORK SWITCHES FROM CDW GOVERNMENT LLC THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF \$339,928.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of Juniper Network Switches from CDW-Government LLC through TIPS #230105 for a total cost of \$339,928.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the General Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending approving the purchase of Juniper Network Switches from CDW-Government LLC through TIPS #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 Juniper Network Switches from CDW-Government LLC through TIPS #230105 for a total cost of \$339,928.00 for the Information Technology Systems Department.



City Manager's Office



City Council Agenda Item

MEETING DATE: August 12, 2025

TO: Erika Martinez, Assistant General Services Director

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of Juniper Network Switches for a total cost of \$339,928.00 from CDW-Government LLC via TIPS 230105.

Purpose:

Consider a resolution approving the purchase of Juniper Network Switches for a total cost of \$339,928.00 from CDW-Government LLC via TIPS 230105.

Discussion:

This investment will modernize the City's network with high-performance AI-powered switches that deliver faster, more reliable connectivity across all departments. These enterprise-grade devices are designed to meet future smart city needs and use AI to monitor, optimize, and repair the network automatically.

The entire solution - including hardware, software, licensing, support, and upgrades - is fully covered for five years. By choosing a five-year agreement, we're saving over \$160,000 compared to annual renewals.

Why It Matters – In Simple Terms:

- It's like upgrading from a two-lane road to a high-speed interstate for all City data - enabling faster, smoother, and more reliable operations.
- AI is built-in - the system learns patterns, predicts issues, and automatically reroutes or fixes problems, reducing downtime and IT workload.
- Not just hardware - the package includes Juniper Apstra, an AI-driven platform that simplifies management and optimization of the entire network.
- Future-ready - these switches can support smart city tech like AI analytics, video surveillance, and other next-generation tools.

The total cost of this purchase is \$339,928 for five years.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF
JUNIPER NETWORK SWITCHES FROM CDW
GOVERNMENT LLC THROUGH THE INTERLOCAL
PURCHASING SYSTEM FOR A TOTAL COST OF
\$339,928.00**

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 \$339,928.00 for the purchase of Juniper network switches 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 Juniper network switches to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said Juniper network switches 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 Juniper network switches from CDW Government LLC through TIPS for a total cost of \$339,928.00.

SECTION TWO. That funds shall be available in the General Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay CDW Government LLC for said Juniper network switches 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\Purchases\TIPS – Juniper Network Switches



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

GORGEES ESKANDER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNGT293	7/29/2025	JUNIPER PROMO PRICING	0387892	\$339,928.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Juniper QFX5120-32C 32x 100GbE 1U Ethernet Switch Mfg. Part#: QFX5120-32C-AFI Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	5917836	\$5,538.00	\$11,076.00
Juniper Networks Care Core Support QFX5K-C1-A2-P Mfg. Part#: SVC-COR-QFX5K-C1A2 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	4	6115701	\$3,323.00	\$13,292.00
Juniper EX4400-48T-AFI Ethernet Switch Mfg. Part#: EX4400-48T-AFI Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	6709129	\$2,685.00	\$2,685.00
Juniper Advanced Layer 2 switching and Layer 3 routing + Support - License Mfg. Part#: S-EX-A-C3-P Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	6156201	\$943.00	\$943.00
Juniper QFX5120-32C 32x 100GbE 1U Ethernet Switch Mfg. Part#: QFX5120-32C-AFI Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	5917836	\$5,538.00	\$11,076.00
Juniper Advanced 2 (Multicast, Virtual Chassis, EVPN-VXLAN) + Support - Lic Mfg. Part#: S-QFX5K-C2-A2-P Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	6131135	\$11,475.00	\$22,950.00

PACKET
[Juniper Apstra Premium Device Management with Service Customer Support - Su](#)
Mfg. Part#: S-APSTRA-P-5

10.6
2 7568078

August 12, 2025
\$5,409.00 \$10,818.00

Exhibit "A"

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Care - Extended Service - 1 Year - Service</u>	2	5908415	\$3,807.00	\$7,614.00
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Mfg. Part#: SVC-ND-QFX51-32C

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Networks Care Core Support S-QFX5K-C2-A2-P</u>	2	6131119	\$4,135.00	\$8,270.00
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Mfg. Part#: SVC-COR-QFX5KC2A2P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper QFX5120 Ethernet Switch</u>	4	5805616	\$5,077.00	\$20,308.00
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Mfg. Part#: QFX5120-48Y-AFI2

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Advanced 2 (Multicast, Virtual Chassis, EVPN-VXLAN) for QFX 5000 Se</u>	4	6115699	\$9,230.00	\$36,920.00
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Mfg. Part#: S-QFX5K-C1-A2-P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Advanced 2 (Multicast, Virtual Chassis, EVPN-VXLAN) + Support - Lic</u>	2	6131135	\$11,475.00	\$22,950.00
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Mfg. Part#: S-QFX5K-C2-A2-P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Apstra Premium Device Management with Service Customer Support - Su</u>	4	7568078	\$5,409.00	\$21,636.00
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Mfg. Part#: S-APSTRA-P-5

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Networks Care Next-Day Delivery - extended service agreement - ship</u>	4	5854157	\$3,363.00	\$13,452.00
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Mfg. Part#: SVC-ND-QFX5-48YB

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Networks Care Core Support QFX5K-C1-A2-P</u>	4	6115701	\$3,323.00	\$13,292.00
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Mfg. Part#: SVC-COR-QFX5K-C1A2

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper EX4400-48T-AFI Ethernet Switch</u>	1	6709129	\$2,685.00	\$2,685.00
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Mfg. Part#: EX4400-48T-AFI

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Advanced Layer 2 switching and Layer 3 routing + Support - License</u>	1	6156201	\$943.00	\$943.00
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Mfg. Part#: S-EX-A-C3-P

Electronic distribution - NO MEDIA

PACKET**10.7****August 12, 2025**

QUOTE DETAILS (CONT.)

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

NEW ITEM

1

NEW-ITEM

\$0.00

\$0.00

Mfg. Part#: NEW-ITEM

SVC-CRDC-NRP-PROMO JNPR CRDC FLEX

CREDIT PROMO

Contract: Standard Pricing

**Juniper Apstra Premium Device Management with Service
Customer Support - Su**

2

7568078

\$5,409.00

\$10,818.00

Mfg. Part#: S-APSTRA-P-5

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Juniper Care - Extended Service - 1 Year - Service

2

5908415

\$3,807.00

\$7,614.00

Mfg. Part#: SVC-ND-QFX51-32C

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Juniper Networks Care Core Support S-QFX5K-C2-A2-P

2

6131119

\$4,135.00

\$8,270.00

Mfg. Part#: SVC-COR-QFX5KC2A2P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Juniper QFX5120 Ethernet Switch

4

5805616

\$5,077.00

\$20,308.00

Mfg. Part#: QFX5120-48Y-AFI2

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

**Juniper Advanced 2 (Multicast, Virtual Chassis, EVPN-VXLAN)
for QFX 5000 Se**

4

6115699

\$9,230.00

\$36,920.00

Mfg. Part#: S-QFX5K-C1-A2-P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

**Juniper Apstra Premium Device Management with Service
Customer Support - Su**

4

7568078

\$5,409.00

\$21,636.00

Mfg. Part#: S-APSTRA-P-5

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

**Juniper Networks Care Next-Day Delivery - extended service
agreement - ship**

4

5854157

\$3,363.00

\$13,452.00

Mfg. Part#: SVC-ND-QFX5-48YB

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

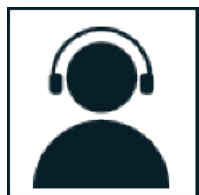
SUBTOTAL \$339,928.00**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$339,928.00**

PACKET

10.8

August 12, 2025

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF MIDLAND ACCOUNTS PAYABL PO BOX 1152 MIDLAND, TX 79702-1152 Phone: (432) 685-7108 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF MIDLAND INFORMATION SYS 601 N LORAIN ST STE 101 MIDLAND, TX 79701 Shipping Method:
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

GORGEES ESKANDER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

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PACKET Juniper Apstra Premium Device Management with Service Customer Support - Su Mfg. Part#: S-APSTRA-P-5	10.10 2	7568078	\$5,409.00	\$54,090.00
			August 12, 2025 \$10,818.00	

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

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Mfg. Part#: SVC-ND-QFX51-32C

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Networks Care Core Support S-QFX5K-C2-A2-P</u>	2	6131119	\$4,135.00	\$8,270.00
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Mfg. Part#: SVC-COR-QFX5KC2A2P

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Mfg. Part#: QFX5120-48Y-AFI2

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(230105)

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Mfg. Part#: S-QFX5K-C1-A2-P

Electronic distribution - NO MEDIA

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(230105)

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Mfg. Part#: S-QFX5K-C2-A2-P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Apstra Premium Device Management with Service Customer Support - Su</u>	4	7568078	\$5,409.00	\$21,636.00
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Mfg. Part#: S-APSTRA-P-5

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Networks Care Next-Day Delivery - extended service agreement - ship</u>	4	5854157	\$3,363.00	\$13,452.00
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Mfg. Part#: SVC-ND-QFX5-48YB

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Networks Care Core Support QFX5K-C1-A2-P</u>	4	6115701	\$3,323.00	\$13,292.00
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Mfg. Part#: SVC-COR-QFX5K-C1A2

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper EX4400-48T-AFI Ethernet Switch</u>	1	6709129	\$2,685.00	\$2,685.00
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Mfg. Part#: EX4400-48T-AFI

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

<u>Juniper Advanced Layer 2 switching and Layer 3 routing + Support - License</u>	1	6156201	\$943.00	\$943.00
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Mfg. Part#: S-EX-A-C3-P

Electronic distribution - NO MEDIA

PACKET**10.11****August 12, 2025**

QUOTE DETAILS (CONT.)

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

NEW ITEM

1

NEW-ITEM

\$0.00

\$0.00

Mfg. Part#: NEW-ITEM

SVC-CRDC-NRP-PROMO JNPR CRDC FLEX

CREDIT PROMO

Contract: Standard Pricing

**Juniper Apstra Premium Device Management with Service
Customer Support - Su**

2

7568078

\$5,409.00

\$10,818.00

Mfg. Part#: S-APSTRA-P-5

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Juniper Care - Extended Service - 1 Year - Service

2

5908415

\$3,807.00

\$7,614.00

Mfg. Part#: SVC-ND-QFX51-32C

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Juniper Networks Care Core Support S-QFX5K-C2-A2-P

2

6131119

\$4,135.00

\$8,270.00

Mfg. Part#: SVC-COR-QFX5KC2A2P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Juniper QFX5120 Ethernet Switch

4

5805616

\$5,077.00

\$20,308.00

Mfg. Part#: QFX5120-48Y-AFI2

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

**Juniper Advanced 2 (Multicast, Virtual Chassis, EVPN-VXLAN)
for QFX 5000 Se**

4

6115699

\$9,230.00

\$36,920.00

Mfg. Part#: S-QFX5K-C1-A2-P

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

**Juniper Apstra Premium Device Management with Service
Customer Support - Su**

4

7568078

\$5,409.00

\$21,636.00

Mfg. Part#: S-APSTRA-P-5

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

**Juniper Networks Care Next-Day Delivery - extended service
agreement - ship**

4

5854157

\$3,363.00

\$13,452.00

Mfg. Part#: SVC-ND-QFX5-48YB

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

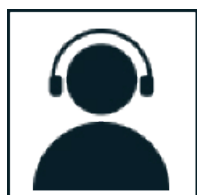
SUBTOTAL \$339,928.00**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$339,928.00**

PACKET

10.12

August 12, 2025

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF MIDLAND ACCOUNTS PAYABL PO BOX 1152 MIDLAND, TX 79702-1152 Phone: (432) 685-7108 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF MIDLAND INFORMATION SYS 601 N LORAIN ST STE 101 MIDLAND, TX 79701 Shipping Method:
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

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City Council Meeting

Item Number: 11
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A GPS PAVING SYSTEM FOR THE TRANSPORTATION DIVISION TO GEOSHACK, INC. OF DALLAS, TEXAS, AT A TOTAL COST NOT TO EXCEED \$241,346.56; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a contract for the purchase and installation of the GPS Paving Systems for paving operations from GeoShack, Inc for a total cost of \$241,346.56.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the 2025 CO Citywide Infrastructure & Design Project.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

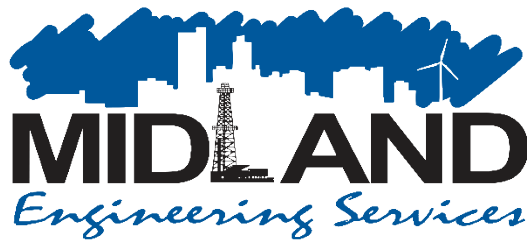
Discussion:

Requests for proposals were sent to three hundred thirteen (313) vendors for purchase and installation of the GPS Paving Systems for paving operations. The proposal was viewed by four (4) vendors. We received a two (2) proposals. Following a detailed evaluation and a Best and Final Offer (BAFO) process, GeoShack, Inc submitted the most cost-effective and responsive proposal. The BAFO resulted in a reduced and final contract amount of \$241,346.56, down from the original proposal of \$394,335.42. The competing vendor, Flores Automation & Machine Control LLC, did not participate in the BAFO process. Staff recommends awarding a contract for the purchase and installation of the GPS Paving Systems for paving operations to GeoShack, Inc for a cost of \$241,346.56. Please see the attached memo from Abe Langston, Transportation Manager, for more information.

Therefore, please consider a resolution awarding a contract for the purchase and installation of the GPS Paving Systems for paving operations from GeoShack, Inc for a total cost of \$241,346.56.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager
FROM: Abe Langston, Transportation Manager
SUBJECT: GPS Equipment Justification—Transportation (BID 25004295 BAFO)
DATE: July 16, 2025

The Transportation Division requests approval to purchase GPS equipment for \$241,346.56 for our paving operations. This technology will replace outdated manual grade checking methods, which are labor-intensive, prone to human error, and negatively impact paving quality—particularly ride quality.

The use of GPS equipment will:

- Eliminate manual grade setting, reducing errors and improving efficiency
- Ensure construction accuracy, adhering to plans and specifications
- Enable continuous paving operations, minimizing interruptions
- Enhance ride quality, by producing smoother, more consistent surfaces
- Save time and labor, reducing the need for rework and inspections

By automating grade control, GPS systems streamline operations and significantly improve the quality of our roadway infrastructure. Funding for this purchase is available through Account #981033-158.

Your consideration and approval are respectfully requested.

Funding Source: Account #981033-158

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT FOR THE
PURCHASE AND INSTALLATION OF A GPS PAVING
SYSTEM FOR THE TRANSPORTATION DIVISION TO
GEOSHACK, INC. OF DALLAS, TEXAS, AT A TOTAL
COST NOT TO EXCEED \$241,346.56; AND
AUTHORIZING PAYMENT**

WHEREAS, the City Manager advertised for competitive proposals for the purchase and installation of a GPS paving system (the “System”); and

WHEREAS, Proposal No. 25004295 was opened on June 4, 2025, as reflected in the tabulation attached hereto as Exhibit A, which is incorporated herein for all legal purposes, and the best and final offer was opened on June 20, 2025, as reflected in the tabulation attached hereto as Exhibit B, which is incorporated herein for all legal purposes; and

WHEREAS, GeoShack, Inc. (“Contractor”), of Dallas, Texas, the sole respondent that provided a best and final offer, proposes to provide the System at a total cost not to exceed \$241,346.56, as shown in Exhibit B; and

WHEREAS, the City Council finds that Contractor will provide the System at the best value for the City; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the System at a total cost not to exceed \$241,346.56, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed

\$241,346.56 from funds available in the 2025 CO Citywide Infrastructure & Design Project upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

EXHIBIT A

25004295 GPS Paving

Bid Opening: June 4, 2025

		GeoShack		Flores Automation & Machine Control LLC	
		Total Cost			
		Quantity		Quantity	
		Required	Unit Price	Required	Unit Price
			Total Cost		Total Cost
Items					
1 Specs 2022 Komatsu PS360LC-11 (26)				Leica Solution for Power Paver 2700	
#1-1	Excavator X53x Indicate - Topcon X53x Indicate Excavator System	1	\$0	848069-FAMC: MCP80, Machine Control Panel 8"	1 \$6,800.00 \$6,800.00
#1-2	9000X - Kit, GX-75 MC-X	1	\$6,236.75	849796-FAMC: MSW2072, iPC3 Concrete Paver MC App SW	1 \$33,000.00 \$33,000.00
#1-3	RAP-365-101U - RAM Triple Suspension Cup Base	1	\$188.58	849829-FAMC: MSW2014, OEM Interface PowerPavers	1 \$4,250.00 \$4,250.00
#1-4	1029605-04 - Assy, GR-i3F w/o Pole Mount	2	\$5,747.50	FN0009-FAMC: Interface Cable, iCON Pave for Power Paver	1 \$500.00 \$500.00
#1-5	9090-1465 - Assy, GPS Antenna Pole Mount, 2"	2	\$318.25	956637: iXE3 MC1 3D Excavator	1 \$6,500.00 \$6,500.00
#1-6	1063845-02 - Perp MCX XTR Max 2D 3D G2F Ind	1	\$4,140.00	6300060-FAMC: MACHINE - Excavator dual GPS/TPS Wire Kit	1 \$19,926.00 \$19,926.00
#1-7	7070-0004 - OAF, GR-i3 20 Hz Single GGD (Main)	2	\$1,800.00	5311400-FAMC: Leica ConX Connection 1 yr subscription	1 \$950.00 \$950.00
				848455-FAMC: MTC1403, Carry Case MCP80, MPR122 Prisms, CGA60	1 \$310.00 \$310.00
#1-8	7070-0005 - OAF-U, GR-i3 Beidou	2	\$450	Antenna	
#1-9	7070-0006 - OAF-U, GR-i3 Galileo E1	2	\$450	6012036-FAMC: 1 yr MC1 Panel Basic CCP	1 \$355.50 \$355.50
#1-10	1028541-01 - Carrying Case, Hard X-53x GR-i3	1	\$698.25	761509-FAMC: MMB1330 RAM ball mounting size "C"	1 \$98.00 \$98.00
				RAM-246U: RAM 4.75" Square Base with VESA (4 X 75mm) (4 X 100mm)	1 \$57.00 \$57.00
#1-11	1015925-03 - Assy, MC-X1 Controller	1	\$827.45	Hole	
#1-12	1019329-01 - Kit, MC-X1 Mag Mounts	1	\$38.48	848067-FAMC: MDS20, Machine Docking Station	1 \$3,150.00 \$3,150.00
#1-13	1024192-02 - Assy, IMU TS14 Sensor	4	\$1,201.75	865712-FAMC: MMB1443 Front Cover for Docking Station	1 \$81.50 \$81.50
#1-14	1051819-01 - Kit, Common XTR, MX-Max X1 i3	1	\$959.50	6011677-FAMC: Kit, External Antenna for 4G modem	1 \$295.00 \$295.00
#1-15	1026213-01 Assy, MC-X1 To Breakout B Comm Cable	1	\$384.75	901431-FAMC: MMB1516 MSS405/406 Slop Sensor adaptor	2 \$585.00 \$1,170.00
#1-16	1058823-01 Kit, XTR Dual Position Sensor MC-X i3	1	\$432.25	877641-FAMC: MSS405i, Bucket Sensor	1 \$1,500.00 \$1,500.00
#1-17	1036850-02 Kit, UR-1 Radio w/ Mag Mount	1	\$2,612.50	877643-FAMC: MSS406i, Tilt Bucket Sensor	1 \$1,500.00 \$1,500.00
#1-18	1043614-01 Assy, Antenna Mag Mount Cable, 15FT TNC	1	\$137.75	879597-FAMC: MYC709 Y-cable CAN split 0.5m M12 m/m/m	1 \$285.00 \$285.00
#1-19	1040109-01 KIT, SL100 4G Global w/ Antenna & Magnets	1	\$2,464.30	851349-FAMC: MSC1450 Cable M12 F/F w. Protec. 10.0m	2 \$215.00 \$430.00
#1-20	1030544-01 Service Points (500)	1	\$475	853206-FAMC: MSC1462 Cable CAN M12 M/F w.protect. 5.0m	2 \$163.00 \$326.00
#1-21	1018709-01 Assy, Excavator GPS Rail Bracket	2	\$769.50	6013695-FAMC: Kit, Machine Radio, TPS, CR305 LRBT	1 \$3,552.00 \$3,552.00
#1-22	9060-1480-MCS Kit, TS1 Bucket Guard	1	\$560.50	756637-FAMC: MPR122, 360" Reflector PRO	2 \$2,000.00 \$4,000.00
#1-23	1026129-01 Kit, Common 3D Excavator MC-X	1	\$1,654.90	6009011-FAMC: Kit, Magnet Mounting	1 \$285.00 \$285.00
	INST-3DEX Install, set up, measure, calibrate and test 3D Indicate only			SLIPFORM PAVER INSTALL KIT-FAM: SLIPFORM PAVER INSTALL KIT	1 \$170.00 \$170.00
#1-24	Excavator TRAIN-3DMC3DMC System Training - Full Day.* System components overview* Software overview* Basic machine control operation* Machine calibration* Machine measurements* Basic Machine troubleshooting* 3DMC Best Practices for Operator"	1	\$2,375.00	FN0004-FAMC: MCP80 Power & CAN Extension	1 \$100.00 \$100.00
				6013437-FAMC: Kit, ICR80 5" R30, Machine Control	3 \$25,776.34 \$77,329.00
#1-26	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$1,425.00		
2 Specs 2022 Wirtgen W120XTI Wiring Kit (10)				767856-FAMC: MSD1000, SD Memory Card 1GB	
#2-1	1045787-01 Kit, Wirtgen (MC-R3) w/ LevelPro 3DK (GX-55)	1	\$1,852.50	868565-FAMC: CSW 805, "As Built" for iCB50/70/ICR80	3 \$325.00 \$975.00
#2-2	1504303 HW Kit, Wirtgen Profiler (MC-R3) Single & Dual	1	\$783.75	6013345-FAMC: 1 yr ICR80 Basic CCP	3 \$695.00 \$2,085.00
#2-3	Miscellaneous Non-Inventory 10539102 - P-63 Dual mmGPS kit	1	\$8,645.00	6010346-FAMC: Kit, Li-Ion External Battery & Charger, iCRx0/TS16	3 \$1,353.00 \$4,059.00
#2-4	UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF	1	\$283.10	905306-FAMC: GEB333 Battery int Li-Ion 11.1V/3500mAh	3 \$325.00 \$975.00
#2-5	1031211-02 Assy, MC-X3/SL-25 Diversity Antenna	1	\$736.25	922841-FAMC: CDD18 Radio Handle	3 \$1,630.00 \$4,890.00
#2-6	9169-1079 Assy, Control Box Bracket	1	\$628.43	6010312-FAMC: Kit, TPS Backsight with MPR122, Professional	4 \$2,845.00 \$11,380.00
#2-7	7050-3003 Password, MC-R3 Full Auto	1	\$0	96660097-FAMC: Kit, TPS Calibration	1 \$491.00 \$491.00
#2-8	7050-1116 PASSWORD, 3DMC PAVER OEM	1	\$2,740.50	362823-FAMC: GZT4, Target plate, for GPH1	1 \$83.00 \$83.00
				641615-FAMC: Mini Prism GMP111 Basic	1 \$355.00 \$355.00
#2-9	INST-3DPAVE Install, set up, measure, calibrate and test 3D Milling Machine TRAIN-3DMC3DMC System Training - Full Day.* System components overview* Software overview* Basic machine control operation* Machine calibration* Machine measurements* Basic Machine troubleshooting* 3DMC Best Practices for Operator"	1	\$1,757.50	972084-FAMC: CC200-1, Rugged 10" Tablet PC, Win10, US	1 \$6,200.00 \$6,200.00
#2-10		1	\$1,187.50		
3 Specs 2023 Leeboy Paver Sonic System for 6150 Paver (4)				972099-FAMC: CBA4, Large battery for CC200 tablet	
#3-1	1001587-01 P-32 (2) Tracker Paver Base Kit	1	\$12,464.00	972102-FAMC: CBC15, External 4-Bay Charger	1 \$565.00 \$565.00
#3-2	1001588-03 KIT, P-32 PAVER ADD-ON SLOPE	1	\$3,351.60	972101-FAMC: CBC14, AC-Power supply	1 \$205.00 \$205.00
	GA2DMC-1000 GeoAssure Annual Program for 2D Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support*Personal Support at any GeoShack Location*Individual follow up training at any GeoShack Location	1	\$950	972107-FAMC: CMB16, Tablet Holder for CC200	1 \$485.00 \$485.00
#3-3	INST-2DPAVE 1 Install, set up, calibrate and test 2D Asphalt Paver City of Midland needs to purchase 2 power cables from Leeboy direct for the Topcon P-32 paver system.	1	\$878.75	972108-FAMC: CA57, Protection Foil	1 \$122.00 \$122.00
#3-4		1	\$878.75		
4 Specs 2023 Power Curber 5700-D Wire up Kit (15)				972110-FAMC: CA54, Stylus for CC200 Tablet PC	
	UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF Kit, Antenna Config Dig UHF	1	\$283.10	767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62 holder to all	1 \$182.00 \$182.00
#4-1		1	\$283.10		
#4-2	1031211-01 Assy, MC-X3/SL-25 Diversity Antenna	1	\$738.15	954214-FAMC: CTC9 Carry Case for iCG70 & iCG160	1 \$215.00 \$215.00
#4-3	9063-1036-20 Cable, Rg213 N-Type Female	1	\$247.38	793852-FAMC: CSW 202, iCON site	1 \$2,715.00 \$2,715.00
#4-4	9063-1036-20Y Assy, Rg213 X 20ft Yellow Cable	1	\$247.38	793844-FAMC: CSW213, iCON app "Roading"	1 \$1,010.00 \$1,010.00
#4-5	9063-1066-12 Assy, PZS-Mc Coil Cord	1	\$680.91	793848-FAMC: CSW 210, iCON app "Checks"	1 \$565.00 \$565.00
#4-6	9063-1121-20 Assy, Cable MCR3-PZS 20ft	1	\$517.28	6007034-FAMC: 1yr iCon Field Software Basic CCP for CC8x/CC6x	1 \$541.00 \$541.00
#4-7	9063-1203-15 GPS Coil Cord 15'	1	\$848.35	818727-FAMC: CSW234, Leica ConX, iCON field SW, 1 yr	1 \$950.00 \$950.00
#4-8	9063-1226-1 Assy, MCR3 Breakout B Dual mmGPS OEM	1	\$670.23	6010311-FAMC: Kit, TPS Rover Pole with MPR122	1 \$2,915.00 \$2,915.00
#4-9	9063-1227-2 Assy, MCR3 Breakout A, Concrete Cable	1	\$1,015.55	8206634-FAMC: TOPO SHOE POINT COMBINED	1 \$80.00 \$80.00
#4-10	1003533-01 ASSY, PG-53 W/ POLE MOUNT	1	\$2,828.15	INST-ALL-FAMC: Installation at Customer Facility	12 \$1,800.00 \$21,600.00
#4-11	9169-1079 Assy, Control Box Bracket	1	\$628.43		
#4-12	1030544-01 Service Points (500)	1	\$475		
#4-13	1049181-01 Training, Concrete Paving	3	\$2,375.00	GPS Rover with CC200 Data Collector	
				954208-FAMC: iCG160 T Smart Antenna LTE&Radio Ulti.	1 \$19,800.00 \$19,800.00
				1005528-FAMC: CTC11, Hard Container for iCG1	1 \$220.00 \$220.00
				954518-FAMC: GEB334 Battery int Li-Ion 10.8V/3450mAh replaces	2 \$280.00 \$560.00
#4-14	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$1,425.00		
#4-15	INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$1,757.50	667243-FAMC: Gainflex Radio anteGainflex Radio antenna, frequency	1 \$76.50 \$76.50
5 Specs 2023 Power Paver SF-2700 Full System (15)				954018-FAMC: CA51, RTK Antenna Arm for iCG160	
#5-1	9000X-75 Kit, GX-75 MC-X	1	\$6,236.75	796130-FAMC: CRP3, Construction Pole	1 \$305.00 \$305.00
#5-2	7050-1111 PASSWORD, 3DMC CONCRETE	1	\$42,480.00	767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62	1 \$425.00 \$425.00
				799185-FAMC: GKL311, Single Charger Prof 3000. Charger for one Li-	1 \$315.00 \$315.00
#5-3	9908-0003 ASSY, MC-R3 DUAL 112 NO RADIO NO-OAF	1	\$19,061.75		
#5-4	7070-0204 OAF BUNDLE, MC-R3 GGD FULL MC DUAL	1	\$15,084.00	6018081-FAMC: 1 yr GNSS Antenna iCG160 Basic CCP	1 \$281.00 \$281.00
#5-5	1050255-01 Kit, MC-i4 Radio, UHF, LL, 4G	1	\$4,911.50	972084-FAMC: CC200-1, Rugged 10" Tablet PC, Win10, US	1 \$6,200.00 \$6,200.00
#5-6	1004340-01 Kit, MCR3 Magnetic Mount	1	\$203.02	972102-FAMC: CBC15, External 4-Bay Charger	1 \$565.00 \$565.00
#5-7	9900-1068 Antenna, 2.4DBi, 450-470MHz	1	\$121.13	972099-FAMC: CBA4, Large battery for CC200 tablet	1 \$365.00 \$365.00
#5-8	9169-1079 Assy, Control Box Bracket	1	\$628.43	972107-FAMC: CMB16, Tablet Holder for CC200	1 \$485.00 \$485.00

#5-9	9014P-11 KIT,DUAL MMGPS POWER PAVER	1	\$32,361.75	\$32,361.75	972108-FAMC: CA57, Protection Foil	1	\$122.00	\$122.00
#5-10	1006152-01 Assy,SL-100 To MCR3 B Ethernet/Pwr 10Ft	1	\$263.82	\$263.82	972110-FAMC: CAS4, Stylus for CC200 Tablet PC	1	\$122.00	\$122.00
#5-11	Miscellaneous Non-Inventory 1020030-01 CARRY CASE, GX-75	1	\$551	\$551	767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62	1	\$182.00	\$182.00
#5-12	1030544-01 Service Points (500)	1	\$475	\$475	954214-FAMC: CTC9 Carry Case for iCG70 & iCG160	1	\$215.00	\$215.00
	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$1,425.00	\$1,425.00	818727-FAMC: CSW234, Leica ConX, ICON field SW, 1 yr	1	\$950.00	\$950.00
#5-13					1013429-FAMC: CSW1205, ICON site Performance	1	\$3,950.00	\$3,950.00
#5-14	INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$1,757.50	\$1,757.50	793844-FAMC: CSW213, ICON app "Roading"	1	\$1,010.00	\$1,010.00
#5-15	1049181-01 Training, Concrete Paving	1	\$2,375.00	\$2,375.00	793848-FAMC: CSW 210, ICON App "Checks"	1	\$565.00	\$565.00
6	Specs for CAT 120M2 Full System (49)				6007034-FAMC: 1yr iCon Field Software Basic CCP for CC8x/CC6x	1	\$541.00	\$541.00
#6-1	9000X-55 Kit, GX-55 MC-X	1	\$5,277.25	\$5,277.25	CAT 12MD Dual Grader			
#6-2	1026660-01 Assy, MC-X3 BT/WIFI/Radio/4G	1	\$6,597.75	\$6,597.75	6300002-FAMC: MACHINE - Grader GPS/TPS Dual	1	\$29,952.00	\$29,952.00
#6-3	Miscellaneous Non-Inventory PERP MCR GDX MAX 2D 3D G1FR MM AUTO	1	\$20,852.50	\$20,852.50	848069-FAMC: MCP80, Machine Control Panel 8"	1	\$6,800.00	\$6,800.00
#6-4	Miscellaneous Non-Inventory ASSY, VSU W/BKT CAT M3 GRADER 1006541-01	1	\$3,249.00	\$3,249.00	848067-FAMC: MDS20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#6-5	1024192-02 - Assy, IMU TS14 Sensor	3	\$1,201.75	\$3,605.25	956770-FAMC: iGG3 MC1 3D Grader	1	\$3,700.00	\$3,700.00
#6-6	1027924-01 Dust Cap M12 X 1, NIKLPLT Brass	1	\$42.75	\$42.75	985482-FAMC: MTC1409 Carry Case GNSS,CR+Panel/Contr.	1	\$320.00	\$320.00
#6-7	1028276-01 Assy, Coil Cord CAN, 15'	1	\$603.25	\$603.25	5311400-FAMC: Leica ConX Connection 1 yr subscription	1	\$950.00	\$950.00
#6-8	1028541-01 - Carrying Case, Hard X-53x GR-i3	1	\$698.25	\$698.25	6013437-FAMC: Kit, iCR80 5" R30, Machine Control	1	\$28,155.00	\$28,155.00
#6-9	1012493-03 ASSY, GR-i3 Die Cast	1	\$6,650.00	\$6,650.00	767856-FAMC: MSD1000, SD Memory Card 1GB	1	\$250.00	\$250.00
#6-10	1012494-03 Assy, PZ5-i3 Gen 2	1	\$10,830.00	\$10,830.00	868565-FAMC: CSW 805, "As Built" for iCB50/70/iCR80	1	\$325.00	\$325.00
#6-11	1012496-02 ASSY, Vibration Mount, Die Cast	1	\$1,662.50	\$1,662.50	6013345-FAMC: 1 yr iCR80 Basic CCP	1	\$695.00	\$695.00
#6-12	1015350-02 Assy, Protective Cap, Z-Stack	1	\$194.75	\$194.75	6010346-FAMC: Kit, Li-Ion External Battery & Charger, iCRx0/TS16	1	\$1,353.00	\$1,353.00
#6-13	1030478-01 Assy, SC024 Controller w/ Auto Excavator FW	1	\$1,812.60	\$1,812.60	905305-FAMC: GEB373 External Battery Li-Ion 13V 289	1	\$775.00	\$775.00
#6-14	1030544-01 Service Points (500)	1	\$475	\$475	922841-FAMC: CCD18 Radio Handle	1	\$1,630.00	\$1,630.00
#6-15	1031211-02 Assy, MC-X3/SL-25 Diversity Antenna	1	\$736.25	\$736.25	756637-FAMC: MPR122, 360° Reflector PRO	1	\$2,000.00	\$2,000.00
#6-16	1034177-01 Cover, TS-i Sensor Guard Open Both Sides	1	\$157.03	\$157.03	INSTALL-FAMC: Installation at Customer Facility	2	\$1,800.00	\$3,600.00
#6-17	1036524-01 Assy, Simple Smartknob	2	\$511.10	\$1,022.20	Wirtgen Mill Wire Up			
#6-18	1040755-01 Bracket, TS-i 90 Degree Base Platform	1	\$361	\$361	849798-FAMC: MSW 2074, iPM3 Mill MC App SW	1	\$14,575.00	\$14,575.00
#6-19	1043614-01 Assy, Antenna Mag Mount Cable, 15FT TNC	1	\$137.75	\$137.75	849827-FAMC: MSW 2012, OEM Interface Wirtgen Milling	1	\$4,250.00	\$4,250.00
#6-20	1044080-01 Kit, M-12 Tee Bracket	2	\$30.88	\$61.76	848067-FAMC: MDS 20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#6-21	1044610-01 Kit, GDR CR RS-1 Upgrade MC-X	1	\$2,351.25	\$2,351.25	FN0006-FAMC: Interface Cable, iCON Pave for Wirtgen	1	\$500.00	\$500.00
#6-22	1047707-01 HW Kit, 90 Degree IMU Weld Plate	1	\$66.50	\$66.50	6011677-FAMC: Kit,External Antenna for 4G modem	1	\$295.00	\$295.00
#6-23	1050904-01 Kit, Cat M MC-X3 Mount	1	\$517.75	\$517.75	877641-FAMC: MSS 405i, Bucket Sensor	1	\$1,500.00	\$1,500.00
#6-24	1054765-01 Kit, Gdr Cr M/M2 Const Cab Cabling MC-x	1	\$631.75	\$631.75	901431-FAMC: MMB 1516 MSS405/406 Slop Sensor adaptor	1	\$585.00	\$585.00
#6-25	1060152-01 Kit, Vibe Pole MC-X i3	1	\$2,726.50	\$2,726.50	845956-FAMC: MIC1426 CAN Term cable 0.5m, M12 M/F	1	\$240.00	\$240.00
#6-26	1063213-01 Kit, TS-i Sensor Cover	1	\$418	\$418	853206-FAMC: MSC1462 Cable CAN M12 M/F w.protec. 5.0m	1	\$163.00	\$163.00
#6-27	1064150-01 Assy, GDR M-Ser Hose Support, TS-i Mount	1	\$769.50	\$769.50	845970-FAMC: MSC1422 Cable Serial 2m, CR30s to MDS20 Docking Station	1	\$310.00	\$310.00
#6-28	1064995-01 Assy, GDR Simple Smartknob Y Cable	1	\$318.25	\$318.25	Leica 1-Up Solution for Power Curber 5700-D			
#6-29	1067045-01 HRNS, Universal SC024 Breakout	1	\$451.25	\$451.25	848069-FAMC: MCP80, Machine Control Panel 8"	1	\$6,800.00	\$6,800.00
#6-30	Miscellaneous Non-Inventory ASSY, CAT CAN ADD-ON FOR VSU 1067046-01	1	\$42.75	\$42.75	849800-FAMC: MSW2076, iCG3 Curb and Gutter MC App SW	1	\$16,400.00	\$16,400.00
#6-31	1067630-01 ASSY, UNIVERSAL SC024 WELD ON MOUNT	1	\$223.25	\$223.25	849830-FAMC: MSW2015, OEM Interface Power Curbers	1	\$4,250.00	\$4,250.00
#6-32	1068474-01 Hw Kit, GDR Universal Const Base MC-x	1	\$1,895.25	\$1,895.25	5311400-FAMC: Leica ConX Connection 1 yr subscription	1	\$950.00	\$950.00
#6-33	1069643-01 Kit, Gdr Cr M/M2 Const Cab Cabling MC-x	1	\$2,655.25	\$2,655.25	951575-FAMC: MTC1408 Carrying Case, GNSS, CR+ Panel Contr	1	\$310.00	\$310.00
#6-34	Miscellaneous Non-Inventory CBL, GDR NON-CAN SC024 TO SMTKNB Y EXT	1	\$90.25	\$90.25	6012036-FAMC: 1 yr MC1 Panel Basic CCP	1	\$355.50	\$355.50
#6-35	1072803-01	1	\$110.20	\$110.20	761509-FAMC: MMB1330 RAM ball mounting size "C"	1	\$98.00	\$98.00
#6-36	3020-0526 Tee, M12, M-M-M	1	\$99.75	\$99.75	848067-FAMC: MDS20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#6-37	5033-0127-60 Hose, 3/4" Cable Protection, 60in	1	\$2,850.00	\$2,850.00	FN0002-FAMC: Interface Cable, iCON Pave for Power Curbers	1	\$500.00	\$500.00
#6-38	Miscellaneous Non-Inventory OAF, GR-i3 20HZ SG BEIDOU+GALILEO E1 7070-0010	2	\$242.25	\$484.50	865712-FAMC: MMB1443 Front Cover for Docking Station	1	\$81.50	\$81.50
#6-39	9060-1167 ASSY, 3BOLT/3PAD "L" BAR BRACKET	2	\$82.79	\$165.58	6011677-FAMC: Kit, External Antenna for 4G modem	1	\$295.00	\$295.00
#6-40	9060-1193 BAR STORAGE BRACKET	2	\$57.48	\$114.96	6013695-FAMC: Kit, Machine Radio, TPS, CR30S LRBT	1	\$3,552.00	\$3,552.00
#6-41	9063-1167-1 Cable,M12 CAN Twisted Pair 1M	1	\$848.35	\$848.35	756637-FAMC: MPR122, 360° Reflector PRO	2	\$2,000.00	\$4,000.00
#6-42	9063-1192-1 VSU Cable	1			951569-FAMC: iCA202 400Mhz, iCA202 400Mhz Standard	1	\$25,500.00	\$25,500.00
#6-43	Miscellaneous Non-Inventory HANGER, COIL CORD 5/8 BOLT 9090-1020	2	\$16.34	\$32.68	917741-FAMC: CSW948, Galileo Support for iCA202	1	\$2,000.00	\$2,000.00
#6-44	9090-1429 L-BAR, FIN 2.00 X 45.00 GPS	1	\$855	\$855	917742-FAMC: CSW949, Beidou Support for iCA202	1	\$2,000.00	\$2,000.00
#6-45	9090-1617 Assy, 2.00 Clamp-On Index Ring	1	\$137.21	\$137.21	890020-FAMC: CGA100, robust multi-frequency GNSS ant.	2	\$2,150.00	\$4,300.00
#6-46	9095-1055 (M) KNOB BRACKET SET FOR CAT	1	\$132.15	\$132.15	6009011-FAMC: Kit, Magnet Mounting	1	\$112.00	\$112.00
#6-47	9900-1068 Antenna, 2.4DBI, 450-470MHz	1	\$121.13	\$121.13				
	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$1,425.00	\$1,425.00	6017528-FAMC: 1 yr iCA202 Basic CCP	1	\$237.00	\$237.00
#6-48	INST-3DGMx Install, set up, measure, calibrate and test 3DGMx Grader system	1	\$1,757.50	\$1,757.50	6013685-FAMC: Kit, GNSS Wiring, 1UP	1	\$912.00	\$912.00
#6-49	TRAIN-3DMC3DMC System Training - Full Day,* System components overview* Software overview* Basic machine control operation* Machine calibration* Machine measurements* Basic Machine troubleshooting* 3DMC Best Practices for Operator"	1	\$1,187.50	\$1,187.50				
7	Specs Hiper VR Rover with Data Collector and Software (15)				951992-FAMC: MAD M8 4A female to USB type A connector	1	\$42.00	\$42.00
#7-1	1028514-01 KIT, HiPer VR Rover UHF 440-470	1	\$12,464.00	\$12,464.00	FN0003-FAMC: Converter, 12VDC to 24VDC	1	\$250.00	\$250.00
#7-2	1029639-01 OAF+, HiPer VR, 226CH, ALL SIG 10Hz Radio-LL RTK	1	\$4,842.00	\$4,842.00	1UP INSTALL KIT-FAMC: 1UP Install Kit	1	\$100.00	\$100.00
#7-3	1067908-01 FC-6400 Geo Cell 128GB/16GB	1	\$3,320.25	\$3,320.25	6013437-FAMC: Kit, iCR80 5" R30, Machine Control	2	\$25,443.00	\$50,886.00
#7-4	7050-1095 Password, Pocket 3D	1	\$1,606.50	\$1,606.50	767856-FAMC: MSD1000, SD Memory Card 1GB	1	\$250.00	\$250.00
#7-5	1026489-01 FC-5000 Carrying Case Fc/Scch-5000 Carrying Case	1	\$285.76	\$285.76	868565-FAMC: CSW 805, "As Built" for iCB50/70/iCR80	2	\$325.00	\$650.00
#7-6	1015317-01 FC/SHC6000 Ram Clip Mount Kit	1	\$251.75	\$251.75	6013345-FAMC: 1 yr iCR80 Basic CCP	2	\$695.00	\$1,390.00
#7-7	1009274-01 Carbon Fiber Prism Pole Bipod	1	\$154.09	\$154.09	6010346-FAMC: Kit, Li-Ion External Battery & Charger, iCRx0/TS16	2	\$1,563.00	\$3,126.00
	TRAIN-GPS GPS Training - Full Day• Basics of GNSS • Equipment setup • File management • Jobsite localization • Surface stake-out • Topo & as-built •				905305-FAMC: GEB373 External Battery Li-Ion 13V 289 WhExternal Battery Li-Ion 13V 289 Wh	2.0002.00	875.00	1,750.00
#7-8	Point stake-out • Stockpile quantities	2	\$1,187.50	\$2,375.00	922841-FAMC: CCD18 Radio Handle			
#7-9	8080MM KIT, MMGPS 3DBASE UPGRADE (TRANSMITTER)	3	\$11,727.75	\$35,183.25	6010312-FAMC: Kit, TPS Backsight with MPR122, Professional	4	\$2,845.00	\$11,380.00
#7-10	8090MM mm GPS 3D ROVER KIT	1	\$3,851.30	\$3,851.30	96660097-FAMC: Kit, TPS Calibration	1	\$491.00	\$491.00
	GAMM-1000 GeoAssure Annual Program for Millimeter Laser Includes: •Loaner unit when covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at any GeoShack Location	1	\$950	\$950	362823-FAMC: GZT4, Target plate, for GPH1	1	\$83.00	\$83.00
#7-11	GABR-500 GeoAssure Annual Program for Single Base or Rover •Loaner unit when the covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at any GeoShack Location	1	\$475	\$475	972084-FAMC: CC200-1, Rugged 10" Tablet PC, Win10, US	1	\$6,200.00	\$6,200.00
#7-12	1006029-01 Magnet Construction Magnet Construction Subscription, 12 Month	1	\$2,180.25	\$2,180.25	972099-FAMC: CBA4, Large battery for CC200 tablet	1	\$365.00	\$365.00

#7-14	Train-S2 Software Training	1	\$2,090.00	\$2,090.00	972102-FAMC: CBC15, External 4-Bay Charger	1	\$565.00	\$565.00
#7-15	Freight	1	\$1,500.00	\$1,500.00	972101-FAMC: CBC14, AC-Power supply	1	\$205.00	\$205.00
					972107-FAMC: CMB16, Tablet Holder for CC200	1	\$485.00	\$485.00
					972108-FAMC: CA57, Protection Foil	1	\$122.00	\$122.00
					972110-FAMC: CA54, Stylus for CC200 Tablet PC	1	\$122.00	\$122.00
					767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62 holder to all poles.	1	\$182.00	\$182.00
					954214-FAMC: CTC9 Carry Case for iCG70 & iCG160	1	\$215.00	\$215.00
					793852-FAMC: CSW 202, iCON site	1	\$2,715.00	\$2,715.00
					793844-FAMC: CSW213, iCON app "Roading"	1	\$1,010.00	\$1,010.00
					793848-FAMC: CSW 210, iCON App "Checks"	1	\$565.00	\$565.00
					6007034-FAMC: 1yr iCon Field Software Basic CCP for CC8x/CC6x	1	\$541.00	\$541.00
					818727-FAMC: CSW234, Leica ConX, iCON field SW, 1 yr	1	\$950.00	\$950.00
					6010311-FAMC: Kit, TPS Rover Pole with MPR122	1	\$2,915.00	\$2,915.00
					FAMC-5192-02: Topo Boot & Point Combo	1	\$80.00	\$80.00
					INSTALL-FAMC: Installation at Customer Facility	5	\$1,800.00	\$9,000.00

Bid Summary

313 Bids Sent Out
4 Bid Request
2 Listed Above
0 No Bid were received
2 Bidders did not respond

EXHIBIT B

BAFO 25004295 GPS Paving				
Bid Opening: June 20, 2025				
Items	Quantity Required	GeoShack		Total Cost
		Unit Price	Total Cost	
1 Specs 2023 Leeboy Paver Sonic System for 6150 Paver (4)				
1 1001587-01 P-32 (2) Tracker Paver Base Kit	1	\$12,464.00		\$12,464.00
2 1001588-03 KIT, P-32 PAVER ADD-ON SLOPE	1	\$3,351.60		\$3,351.60
GA2DMC-1000 GeoAssure Annual Program for 2D Machine System				
Includes: *Loaner unit when covered unit is in for repair* Unlimited Telephone Support* Personal Support at any GeoShack Location* Individual follow up				
3 training at any GeoShack Location	1	\$950		\$950
INST-2DAPAVE 1 Install, set up, calibrate and test 2D Asphalt Paver City of Midland needs to purchase 2 power cables from Leeboy direct for the Topcon				
4 P-32 paver system.	1	\$878.75		\$878.75
2 Specs 2023 Power Curber 5700-D Wire up Kit (15)				
UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF Kit, Antenna Config Dig				
5 UHF	1	\$283.10		\$283.10
6 1031211-01 Assy, MC-X3/SL-25 Diversity Antenna	1	\$738.15		\$738.15
7 9063-1036-20 Cable, Rg213 N-Type Female	1	\$247.38		\$247.38
8 9063-1036-20Y Assy, Rg213 X 20ft Yellow Cable	1	\$247.38		\$247.38
9 9063-1066-12 Assy, PZS-Mc Coil Cord	1	\$680.91		\$680.91
10 9063-1121-20 Assy, Cable MCR3-PZS 20ft	1	\$517.28		\$517.28
11 9063-1203-15 GPS Coil Cord 15'	1	\$848.35		\$848.35
12 9063-1226-1 Assy, MCR3 Breakout B Dual mmGPS OEM	1	\$670.23		\$670.23
13 9063-1227-2 Assy, MCR3 Breakout A, Concrete Cable	1	\$1,015.55		\$1,015.55
14 1003353-01 ASSY, PG-S3 W/ POLE MOUNT	1	\$2,828.15		\$2,828.15
15 9169-1079 Assy, Control Box Bracket	1	\$628.43		\$628.43
16 1030544-01 Service Points (500)	1	\$475		\$475
17 1049181-01 Training, Concrete Paving	3	\$2,375.00		\$7,125.00
GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System				
Includes: •Loaner unit when covered unit is in for repair• Unlimited Telephone Support• Personal Support at any GeoShack Location• Individual follow up				
18 training at any GeoShack Location	1	\$1,425.00		\$1,425.00
INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine				
19	1	\$1,757.50		\$1,757.50
3 Specs 2023 Power Paver SF-2700 Full System (15)				
20 9000X-75 Kit, GX-75 MC-X	1	\$6,236.75		\$6,236.75
21 7050-1111 PASSWORD, 3DMC CONCRETE	1	\$42,480.00		\$42,480.00
22 9908-0003 ASSY, MC-R3 DUAL 112 NO RADIO NO-OAF	1	\$19,061.75		\$19,061.75
23 7070-0204 OAF BUNDLE, MC-R3 GGD FULL MC DUAL	1	\$15,084.00		\$15,084.00
24 1050255-01 Kit, MC-i4 Radio, UHF, LL, 4G	1	\$4,911.50		\$4,911.50
25 1004340-01 Kit, MCR3 Magnetic Mount	1	\$203.02		\$203.02
26 9900-1068 Antenna, 2.4DBi, 450-470Mhz	1	\$121.13		\$121.13
27 9169-1079 Assy, Control Box Bracket	1	\$628.43		\$628.43
28 9014P-11 KIT,DUAL MMGPS POWER PAVER	1	\$32,361.75		\$32,361.75
29 1006152-01 Assy,SL-100 To MCR3 B Ethernet/Pwr 10ft	1	\$263.82		\$263.82
30 Miscellaneous Non-Inventory 1020030-01 CARRY CASE, GX-75	1	\$551		\$551
31 1030544-01 Service Points (500)	1	\$475		\$475
GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System				
Includes: •Loaner unit when covered unit is in for repair• Unlimited Telephone Support• Personal Support at any GeoShack Location• Individual follow up				
32 training at any GeoShack Location	1	\$1,425.00		\$1,425.00
INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine				
33	1	\$1,757.50		\$1,757.50
34 1049181-01 Training, Concrete Paving	1	\$7,125.00		\$7,125.00
4 Specs Hiper VR Rover with Date Collector and Software (15)				
35 1028514-01 KIT, HiPer VR Rover UHF 440-470	1	\$12,464.00		\$12,464.00
36 1029639-01 OAF+, HiPer VR, 226CH, ALL SIG 10Hz Radio-LL RTK	1	\$4,842.00		\$4,842.00
37 1067908-01 FC-6400 Geo Cell 128GB/16GB	1	\$3,320.25		\$3,320.25
38 7050-1095 Password, Pocket 3D	1	\$1,606.50		\$1,606.50
39 1026489-01 FC-5000 Carrying Case Fc/Sch-5000 Carrying Case	1	\$285.76		\$285.76
40 1015317-01 FC/SHC6000 Ram Clip Mount Kit	1	\$251.75		\$251.75
41 1009274-01 Carbon Fiber Prism Pole Bipod	1	\$154.09		\$154.09
TRAIN-GPS GPS Training - Full Day• Basics of GNSS • Equipment setup • File management • Jobsite localization • Surface stake-out • Topo & as-built •				
42 Point stake-out • Stockpile quantities	2	\$1,187.50		\$2,375.00
43 8080MM KIT, MMGPS 3DBASE UPGRADE (TRANSMITTER)	3	\$11,727.75		\$35,183.25
44 8090MM mm GPS 3D ROVER KIT	1	\$3,851.30		\$3,851.30
GAMM-1000 GeoAssure Annual Program for Millimeter Laser Includes:				
•Loaner unit when covered unit is in for repair •Unlimited Telephone Support				
•Personal Support at any GeoShack Location •Individual follow up training at				
45 any GeoShack Location	1	\$950		\$950
GABR-500 GeoAssure Annual Program for Single Base or Rover •Loaner unit when the covered unit is in for repair •Unlimited Telephone Support				
•Personal Support at any GeoShack Location •Individual follow up training at				
46 any GeoShack Location	1	\$475		\$475
1006029-01 Magnet Construction Magnet Construction Subscription, 12				
47 Month	1	\$2,180.25		\$2,180.25
48 Train-S2 Software Training	1	\$2,090.00		\$2,090.00
49 Freight	1	\$1,500.00		\$1,500.00

Bid Summary
2 Bid Requests issued
1 Bid(s) listed above
0 No Bids received
1 Bidder(s) did not respond

25004295 GPS Paving

Bid Opening: June 4, 2025

		GeoShack			Flores Automation & Machine Control LLC		
		Total Cost	\$394,335.42		\$548,347.50		
Items	Quantity Required	Unit Price	Total Cost	Items	Quantity Required	Unit Price	Total Cost
1 Specs 2022 Komatsu PS360LC-11 (26)				Leica Solution for Power Paver 2700			
#1-1 Excavator X53x Indicate - Topcon X53x Indicate Excavator System	1	\$0	\$0	848069-FAMC: MCP80, Machine Control Panel 8"	1	\$6,800.00	\$6,800.00
#1-2 9000X - Kit, GX-75 MC-X	1	\$6,236.75	\$6,236.75	849796-FAMC: MSW2072, iPC3 Concrete Paver MC App SW	1	\$33,000.00	\$33,000.00
#1-3 RAP-365-101U - RAM Triple Suspension Cup Base	1	\$188.58	\$188.58	849829-FAMC: MSW2014, OEM Interface PowerPavers	1	\$4,250.00	\$4,250.00
#1-4 1029605-04 - Assy, GR-i3F w/o Pole Mount	2	\$5,747.50	\$11,495.00	FN0009-FAMC: Interface Cable, iCON Pave for Power Paver	1	\$500.00	\$500.00
#1-5 9090-1465 - Assy, GPS Antenna Pole Mount, 2"	2	\$318.25	\$636.50	956637: iXE3 MC1 3D Excavator	1	\$6,500.00	\$6,500.00
#1-6 1063845-02 - Perp MCX XTR Max 2D 3D G2F Ind	1	\$4,140.00	\$4,140.00	6300000-FAMC: MACHINE - Excavator dual GPS/TPS Wire Kit	1	\$19,926.00	\$19,926.00
#1-7 7070-0004 - OAF, GR-i3 20 Hz Single GGD (Main)	2	\$1,800.00	\$3,600.00	5311400-FAMC: Leica ConX Connection 1 yr subscription	1	\$950.00	\$950.00
				848455-FAMC: MTC1403, Carry Case MCP80, MPR122 Prisms, CGA60	1	\$310.00	\$310.00
#1-8 7070-0005 - OAF-U, GR-i3 Beidou	2	\$450	\$900	Antenna			
#1-9 7070-0006 - OAF-U, GR-i3 Galileo E1	2	\$450	\$900	6012036-FAMC: 1 yr MC1 Panel Basic CCP	1	\$355.50	\$355.50
#1-10 1028541-01 - Carrying Case, Hard X-53x GR-i3	1	\$698.25	\$698.25	761509-FAMC: MMB1330 RAM ball mounting size "C"	1	\$98.00	\$98.00
				RAM-246U: RAM 4.75" Square Base with VESA (4 X 75mm) (4 X 100mm)	1	\$57.00	\$57.00
#1-11 1015925-03 - Assy, MC-X1 Controller	1	\$827.45	\$827.45	Hole			
#1-12 1019329-01 - Kit, MC-X1 Mag Mounts	1	\$38.48	\$38.48	848067-FAMC: MDS20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#1-13 1024192-02 - Assy, IMU TS14 Sensor	4	\$1,201.75	\$4,807.00	865712-FAMC: MMB1443 Front Cover for Docking Station	1	\$81.50	\$81.50
#1-14 1051819-01 - Kit, Common XTR, MX-Max X1 i3	1	\$959.50	\$959.50	6011677-FAMC: Kit, External Antenna for 4G modem	1	\$295.00	\$295.00
#1-15 1026213-01 Assy, MC-X1 To Breakout B Comm Cable	1	\$384.75	\$384.75	901431-FAMC: MMB1516 MSS405/406 Slop Sensor adaptor	2	\$585.00	\$1,170.00
#1-16 1058823-01 Kit, XTR Dual Position Sensor MC-X i3	1	\$432.25	\$432.25	877641-FAMC: MSS405i, Bucket Sensor	1	\$1,500.00	\$1,500.00
#1-17 1036850-02 Kit, UR-1 Radio w/ Mag Mount	1	\$2,612.50	\$2,612.50	877643-FAMC: MSS406i, Tilt Bucket Sensor	1	\$1,500.00	\$1,500.00
#1-18 1043614-01 Assy, Antenna Mag Mount Cable, 15FT TNC	1	\$137.75	\$137.75	875957-FAMC: MYC709 Y-cable CAN split 0.5m M12 m/m/m	1	\$285.00	\$285.00
#1-19 1040109-01 KIT, SL100 4G Global w/ Antenna & Magnets	1	\$2,464.30	\$2,464.30	851349-FAMC: MSC1450 Cable M12 F/F w. Protec. 10.0m	2	\$215.00	\$430.00
#1-20 1030544-01 Service Points (500)	1	\$475	\$475	853206-FAMC: MSC1462 Cable CAN M12 M/F w.protect. 5.0m	2	\$163.00	\$326.00
#1-21 1018709-01 Assy, Excavator GPS Rail Bracket	2	\$769.50	\$1,539.00	6013695-FAMC: Kit, Machine Radio, TPS, CR305 LRBT	1	\$3,552.00	\$3,552.00
#1-22 9060-1480-MCS Kit, TS1 Bucket Guard	1	\$560.50	\$560.50	756637-FAMC: MPR122, 360" Reflector PRO	2	\$2,000.00	\$4,000.00
#1-23 1026129-01 Kit, Common 3D Excavator MC-X	1	\$1,654.90	\$1,654.90	6009011-FAMC: Kit, Magnet Mounting	1	\$285.00	\$285.00
INST-3DEX Install, set up, measure, calibrate and test 3D Indicate only				SLIPFORM PAVEMENT INSTALL KIT-FAM: SLIPFORM PAVEMENT INSTALL KIT	1	\$170.00	\$170.00
#1-24 Excavator TRAIN-3DMC3DMC System Training - Full Day.* System components overview* Software overview* Basic machine control operation* Machine calibration* Machine measurements* Basic Machine troubleshooting* 3DMC Best Practices for Operator"	1	\$2,375.00	\$2,375.00	FN0004-FAMC: MCP80 Power & CAN Extension	1	\$100.00	\$100.00
				6013437-FAMC: Kit, ICR80 5" R30, Machine Control	3	\$25,776.34	\$77,329.00
#1-25 GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$1,425.00	\$1,425.00				
2 Specs 2022 Wirtgen W120XTI Wiring Kit (10)				767856-FAMC: MSD1000, SD Memory Card 1GB	1	\$250.00	\$250.00
#2-1 1045787-01 Kit, Wirtgen (MC-R3) w/ LevelPro 3DK (GX-55)	1	\$1,852.50	\$1,852.50	868565-FAMC: CSW 805, "As Built" for iCB50/70/ICR80	3	\$325.00	\$975.00
#2-2 1504303 HW Kit, Wirtgen Profiler (MC-R3) Single & Dual	1	\$783.75	\$783.75	6013345-FAMC: 1 yr ICR80 Basic CCP	3	\$695.00	\$2,085.00
#2-3 Miscellaneous Non-Inventory 10539102 - P-63 Dual mmGPS kit	1	\$8,645.00	\$8,645.00	6010346-FAMC: Kit, Li-Ion External Battery & Charger, iCRx0/TS16	3	\$1,353.00	\$4,059.00
#2-4 UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF	1	\$283.10	\$283.10	905306-FAMC: GEB333 Battery int Li-Ion 11.1V/3500mAh	3	\$225.00	\$675.00
#2-5 1031211-02 Assy, MC-X3/SL-25 Diversity Antenna	1	\$736.25	\$736.25	922841-FAMC: CDD18 Radio Handle	3	\$1,630.00	\$4,890.00
#2-6 9169-1079 Assy, Control Box Bracket	1	\$628.43	\$628.43	6010312-FAMC: Kit, TPS Backsight with MPR122, Professional	4	\$2,845.00	\$11,380.00
#2-7 7050-3003 Password, MC-R3 Full Auto	1	\$0	\$0	96660097-FAMC: Kit, TPS Calibration	1	\$491.00	\$491.00
#2-8 7050-1116 PASSWORD, 3DMC PAVEMENT OEM	1	\$2,740.50	\$2,740.50	362823-FAMC: GZT4, Target plate, for GPH1	1	\$83.00	\$83.00
				641615-FAMC: Mini Prism GMP111 Basic	1	\$355.00	\$355.00
#2-9 INST-3DPAVE Install, set up, measure, calibrate and test 3D Milling Machine TRAIN-3DMC3DMC System Training - Full Day.* System components overview* Software overview* Basic machine control operation* Machine calibration* Machine measurements* Basic Machine troubleshooting* 3DMC Best Practices for Operator"	1	\$1,757.50	\$1,757.50	972084-FAMC: CC200-1, Rugged 10" Tablet PC, Win10, US	1	\$6,200.00	\$6,200.00
#2-10	1	\$1,187.50	\$1,187.50				
3 Specs 2023 Leeboy Paver Sonic System for 6150 Paver (4)				972099-FAMC: CBA4, Large battery for CC200 tablet	1	\$365.00	\$365.00
#3-1 1001587-01 P-32 (2) Tracker Paver Base Kit	1	\$12,464.00	\$12,464.00	972102-FAMC: CBC15, External 4-Bay Charger	1	\$565.00	\$565.00
#3-2 1001588-03 KIT, P-32 PAVEMENT ADD-ON SLOPE GA2DMC-1000 GeoAssure Annual Program for 2D Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$3,351.60	\$3,351.60	972101-FAMC: CBC14, AC-Power supply	1	\$205.00	\$205.00
				972107-FAMC: CMB16, Tablet Holder for CC200	1	\$485.00	\$485.00
#3-3 INST-2DPAVE 1 Install, set up, calibrate and test 2D Asphalt Paver City of Midland needs to purchase 2 power cables from Leeboy direct for the Topcon P-32 paver system.	1	\$950	\$950	972108-FAMC: CA57, Protection Foil	1	\$122.00	\$122.00
#3-4	1	\$878.75	\$878.75				
4 Specs 2023 Power Curber 5700-D Wire up Kit (15)				972110-FAMC: CA54, Stylus for CC200 Tablet PC	1	\$122.00	\$122.00
UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF Kit, Antenna Config Dig UHF	1	\$283.10	\$283.10	767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62 holder to all	1	\$182.00	\$182.00
#4-1	1	\$738.15	\$738.15	954214-FAMC: CTC9 Carry Case for iCG70 & iCG160	1	\$215.00	\$215.00
#4-2 1063-1036-20 Cable, Rg213 N-Type Female	1	\$247.38	\$247.38	793852-FAMC: CSW 202, iCON site	1	\$2,715.00	\$2,715.00
#4-3 1063-1036-20Y Assy, Rg213 X 20ft Yellow Cable	1	\$247.38	\$247.38	793844-FAMC: CSW213, iCON app "Roading"	1	\$1,010.00	\$1,010.00
#4-4 9063-1066-12 Assy, PZS-Mc Coil Cord	1	\$680.91	\$680.91	793848-FAMC: CSW 210, iCON app "Checks"	1	\$565.00	\$565.00
#4-5 9063-1121-20 Assy, Cable MCR3-PZS 20ft	1	\$517.28	\$517.28	6007034-FAMC: 1yr iCon Field Software Basic CCP for CC8x/CC6x	1	\$541.00	\$541.00
#4-6 9063-1203-15 GPS Coil Cord 15'	1	\$848.35	\$848.35	818727-FAMC: CSW234, Leica ConX, iCON field SW, 1 yr	1	\$950.00	\$950.00
#4-7 9063-1226-1 Assy, MCR3 Breakout B Dual mmGPS OEM	1	\$670.23	\$670.23	6010311-FAMC: Kit, TPS Rover Pole with MPR122	1	\$2,915.00	\$2,915.00
#4-8 9063-1227-2 Assy, MCR3 Breakout A, Concrete Cable	1	\$1,015.55	\$1,015.55	8206634-FAMC: TOPO SHOE POINT COMBINED	1	\$80.00	\$80.00
#4-9 100353-01 ASSY, PG-53 W/ POLE MOUNT	1	\$2,828.15	\$2,828.15	INST-ALL-FAMC: Installation at Customer Facility	12	\$1,800.00	\$21,600.00
#4-10 9169-1079 Assy, Control Box Bracket	1	\$628.43	\$628.43	GPS Rover with CC200 Data Collector			
#4-11 1030544-01 Service Points (500)	1	\$475	\$475	954208-FAMC: iCG160 T Smart Antenna LTE&Radio Ulti.	1	\$19,800.00	\$19,800.00
#4-12 1049181-01 Training, Concrete Paving	3	\$2,375.00	\$7,125.00	1005528-FAMC: CTC11, Hard Container for iCG1	1	\$220.00	\$220.00
				954518-FAMC: GEB334 Battery int Li-Ion 10.8V/3450mAh replaces	2	\$280.00	\$560.00
#4-14 GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location	1	\$1,425.00	\$1,425.00				
#4-15 INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$1,757.50	\$1,757.50	667243-FAMC: Gainflex Radio anteGainflex Radio antenna, frequency	1	\$76.50	\$76.50
5 Specs 2023 Power Paver SF-2700 Full System (15)				954018-FAMC: CA51, RTK Antenna Arm for iCG160	1	\$305.00	\$305.00
#5-1 9000X-75 Kit, GX-75 MC-X	1	\$6,236.75	\$6,236.75	796130-FAMC: CRP3, Construction Pole	1	\$425.00	\$425.00
#5-2 7050-1111 PASSWORD, 3DMC CONCRETE	1	\$42,480.00	\$42,480.00	767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62	1	\$182.00	\$182.00
#5-3 9908-0003 ASSY, MC-R3 DUAL 112 NO RADIO NO-OAF	1	\$19,061.75	\$19,061.75	799185-FAMC: GKL311, Single Charger Prof 3000. Charger for one Li-	1	\$315.00	\$315.00
#5-4 7070-0204 OAF BUNDLE, MC-R3 GGD FULL MC DUAL	1	\$15,084.00	\$15,084.00	6018081-FAMC: 1 yr GNSS Antenna iCG160 Basic CCP	1	\$281.00	\$281.00
#5-5 1050255-01 Kit, MC-i4 Radio, UHF, LL, 4G	1	\$4,911.50	\$4,911.50	972084-FAMC: CC200-1, Rugged 10" Tablet PC, Win10, US	1	\$6,200.00	\$6,200.00
#5-6 1004340-01 Kit, MCR3 Magnetic Mount	1	\$203.02	\$203.02	972102-FAMC: CBC15, External 4-Bay Charger	1	\$565.00	\$565.00
#5-7 9900-1068 Antenna, 2.4DBi, 450-470MHz	1	\$121.13	\$121.13	972099-FAMC: CBA4, Large battery for CC200 tablet	1	\$365.00	\$365.00
#5-8 9169-1079 Assy, Control Box Bracket	1	\$628.43	\$628.43	972107-FAMC: CMB16, Tablet Holder for CC200	1	\$485.00	\$485.00

PACKET

11.10

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	9014P-11 KIT,DUAL MMGPS POWER PAVER	1	\$32,361.75	\$32,361.75	972108-FAMC: CA57, Protection Foil	1	\$122.00	\$122.00
#5-10	1006152-01 Assy,SL-100 To MCR3 B Ethernet/Pwr 10ft	1	\$263.82	\$263.82	972110-FAMC: CA54, Stylus for CC200 Tablet PC	1	\$122.00	\$122.00
					767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62	1	\$182.00	\$182.00
#5-11	Miscellaneous Non-Inventory 1020030-01 CARRY CASE, GX-75	1	\$551	\$551	954214-FAMC: CTC9 Carry Case for iCG70 & iCG160	1	\$215.00	\$215.00
#5-12	1030544-01 Service Points (500)	1	\$475	\$475	818727-FAMC: CSW234, Leica ConX, iCON field SW, 1 yr	1	\$950.00	\$950.00
	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location							
#5-13		1	\$1,425.00	\$1,425.00	1013429-FAMC: CSW1205, iCON site Performance	1	\$3,950.00	\$3,950.00
#5-14	INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$1,757.50	\$1,757.50	793844-FAMC: CSW213, iCON app "Roading"	1	\$1,010.00	\$1,010.00
#5-15	1049181-01 Training, Concrete Paving	1	\$2,375.00	\$2,375.00	793848-FAMC: CSW 210, iCON App "Checks"	1	\$565.00	\$565.00
6	Specs for CAT 120M2 Full System (49)				6007034-FAMC: 1yr iCon Field Software Basic CCP for CC8x/CC6x	1	\$541.00	\$541.00
#6-1	9000X-55 Kit, GX-55 MC-X	1	\$5,277.25	\$5,277.25	CAT 12MD Dual Grader			
#6-2	1026660-01 Assy, MC-X3 BT/WIFI/Radio/4G	1	\$6,597.75	\$6,597.75	6300002-FAMC: MACHINE - Grader GPS/TPS Dual	1	\$29,952.00	\$29,952.00
	Miscellaneous Non-Inventory PERP MCX GDR MAX 2D 3D G1FR MM AUTO				848069-FAMC: MCP80, Machine Control Panel 8"	1	\$6,800.00	\$6,800.00
	1063844-12	1	\$20,852.50	\$20,852.50	848067-FAMC: MDS20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#6-4	Miscellaneous Non-Inventory ASSY, VSU W/BKT CAT M3 GRADER 1006541-01	1	\$3,249.00	\$3,249.00	956770-FAMC: iGG3 MC1 3D Grader	1	\$3,700.00	\$3,700.00
#6-5	1024192-02 - Assy, IMU TS14 Sensor	3	\$1,201.75	\$3,605.25	985482-FAMC: MTC1409 Carry Case GNSS,CR+Panel/Contr.	1	\$320.00	\$320.00
#6-6	1027924-01 Dust Cap M12 X 1, NIKLPLT Brass	1	\$42.75	\$42.75	5311400-FAMC: Leica ConX Connection 1 yr subscription	1	\$950.00	\$950.00
#6-7	1028276-01 Assy, Coil Cord CAN, 15'	1	\$603.25	\$603.25	6013437-FAMC: Kit, iCR80 5" R30, Machine Control	1	\$28,155.00	\$28,155.00
#6-8	1028541-01 - Carrying Case, Hard X-53x GR-i3	1	\$698.25	\$698.25	767856-FAMC: MSD1000, SD Memory Card 1GB	1	\$250.00	\$250.00
#6-9	1012493-03 ASSY, GR-i3 Die Cast	1	\$6,650.00	\$6,650.00	868565-FAMC: CSW 805, "As Built" for iCB50/70/iCR80	1	\$325.00	\$325.00
#6-10	1012494-03 Assy, PZ5-i3 Gen 2	1	\$10,830.00	\$10,830.00	6013345-FAMC: 1 yr iCR80 Basic CCP	1	\$695.00	\$695.00
#6-11	1012496-02 ASSY, Vibration Mount, Die Cast	1	\$1,662.50	\$1,662.50	6010346-FAMC: Kit, Li-Ion External Battery & Charger, iCRx0/TS16	1	\$1,353.00	\$1,353.00
#6-12	1015350-02 Assy, Protective Cap, Z-Stack	1	\$194.75	\$194.75	905305-FAMC: GEB373 External Battery Li-Ion 13V 289	1	\$775.00	\$775.00
#6-13	1030478-01 Assy, SC024 Controller w/ Auto Excavator FW	1	\$1,812.60	\$1,812.60	922841-FAMC: CCD18 Radio Handle	1	\$1,630.00	\$1,630.00
#6-14	1030544-01 Service Points (500)	1	\$475	\$475	756637-FAMC: MPR122, 360" Reflector PRO	1	\$2,000.00	\$2,000.00
#6-15	1031211-02 Assy, MC-X3/SL-25 Diversity Antenna	1	\$736.25	\$736.25	2	\$1,800.00	\$3,600.00	
#6-16	1034177-01 Cover, TS-i Sensor Guard Open Both Sides	1	\$157.03	\$157.03	INSTALL-FAMC: Installation at Customer Facility			
#6-17	1036524-01 Assy, Simple Smartknob	2	\$511.10	\$1,022.20	Wirtgen Mill Wire Up			
#6-18	1040755-01 Bracket, TS-i 90 Degree Base Platform	1	\$361	\$361	849798-FAMC: MSW 2074, iPM3 Mill MC App SW	1	\$14,575.00	\$14,575.00
#6-19	1043614-01 Assy, Antenna Mag Mount Cable, 15FT TNC	1	\$137.75	\$137.75	849827-FAMC: MSW 2012, OEM Interface Wirtgen Milling	1	\$4,250.00	\$4,250.00
#6-20	1044080-01 Kit, M-12 Tee Bracket	2	\$30.88	\$61.76	848067-FAMC: MDS 20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#6-21	1044610-01 Kit, GDR CR RS-1 Upgrade MC-X	1	\$2,351.25	\$2,351.25	FN0006-FAMC: Interface Cable, iCON Pave for Wirtgen	1	\$500.00	\$500.00
#6-22	1047707-01 HW Kit, 90 Degree IMU Weld Plate	1	\$66.50	\$66.50	6011677-FAMC: Kit,External Antenna for 4G modem	1	\$295.00	\$295.00
#6-23	1050904-01 Kit, Cat M MC-X3 Mount	1	\$517.75	\$517.75	877641-FAMC: MSS 405i, Bucket Sensor	1	\$1,500.00	\$1,500.00
#6-24	1054765-01 Kit, Gdr Cr Mainfall Bracket w/Mt	1	\$631.75	\$631.75	901431-FAMC: MMB 1516 MSS405/406 Slop Sensor adaptor	1	\$585.00	\$585.00
#6-25	1060152-01 Kit, Vibe Pole MC-X i3	1	\$2,726.50	\$2,726.50	845956-FAMC: MIC1426 CAN Term cable 0.5m, M12 M/F	1	\$240.00	\$240.00
#6-26	1063213-01 Kit, TS-i Sensor Cover	1	\$418	\$418	853206-FAMC: MSC1462 Cable CAN M12 M/F w.protec. 5.0m	1	\$163.00	\$163.00
#6-27	1064150-01 Assy, GDR M-Ser Hose Support, TS-i Mount	1	\$769.50	\$769.50	845970-FAMC: MSC1422 Cable Serial 2m, CR30s to MDS20 Docking Station	1	\$310.00	\$310.00
#6-28	1064995-01 Assy, GDR Simple Smartknob Y Cable	1	\$318.25	\$318.25	Leica 1-Up Solution for Power Curber 5700-D			
#6-29	1067045-01 HRNS, Universal SC024 Breakout	1	\$451.25	\$451.25	848069-FAMC: MCP80, Machine Control Panel 8"	1	\$6,800.00	\$6,800.00
#6-30	Miscellaneous Non-Inventory ASSY, CAT CAN ADD-ON FOR VSU 1067046-01	1	\$42.75	\$42.75	849800-FAMC: MSW2076, iCG3 Curb and Gutter MC App SW	1	\$16,400.00	\$16,400.00
#6-31	1067630-01 ASSY, UNIVERSAL SC024 WELD ON MOUNT	1	\$223.25	\$223.25	849830-FAMC: MSW2015, OEM Interface Power Curbers	1	\$4,250.00	\$4,250.00
#6-32	1068474-01 Hw Kit, GDR Universal Const Base MC-x	1	\$1,895.25	\$1,895.25	5311400-FAMC: Leica ConX Connection 1 yr subscription	1	\$950.00	\$950.00
#6-33	1069643-01 Kit, Gdr Cr M/M2 Const Cab Cabling MC-x	1	\$2,655.25	\$2,655.25	951575-FAMC: MTC1408 Carrying Case, GNSS, CR+ Panel Contr	1	\$310.00	\$310.00
	Miscellaneous Non-Inventory CBL, GDR NON-CAN SC024 TO SMTKNB Y EXT				6012036-FAMC: 1 yr MC1 Panel Basic CCP	1	\$355.50	\$355.50
#6-34	1072803-01	1	\$90.25	\$90.25	761509-FAMC: MMB1330 RAM ball mounting size "C"	1	\$98.00	\$98.00
#6-35	3020-0526 Tee, M12, M-M-M	1	\$110.20	\$110.20	848067-FAMC: MDS20, Machine Docking Station	1	\$3,150.00	\$3,150.00
#6-36	5033-0127-60 Hose, 3/4" Cable Protection, 60in	1	\$99.75	\$99.75	FN0002-FAMC: Interface Cable, iCON Pave for Power Curbers	1	\$500.00	\$500.00
	Miscellaneous Non-Inventory OAF, GR-i3 20HZ SG BEIDOU+GAULEO E1 7070-0010	1	\$2,850.00	\$2,850.00	865712-FAMC: MMB1443 Front Cover for Docking Station	1	\$81.50	\$81.50
#6-37	9060-1167 ASSY, 3BOLT/3PAD "L" BAR BRACKET	2	\$242.25	\$484.50	6011677-FAMC: Kit, External Antenna for 4G modem	1	\$295.00	\$295.00
#6-38	9060-1193 BAR STORAGE BRACKET	2	\$82.79	\$165.58	6013695-FAMC: Kit, Machine Radio, TPS, CR30S LRBT	1	\$3,552.00	\$3,552.00
#6-39	9063-1167-1 Cable,M12 CAN Twisted Pair 1M	1	\$57.48	\$57.48	756637-FAMC: MPR122, 360" Reflector PRO	2	\$2,000.00	\$4,000.00
#6-40	9063-1192-1 VSU Cable	1	\$848.35	\$848.35	951569-FAMC: iCA202 400Mhz, iCA202 400Mhz Standard	1	\$25,500.00	\$25,500.00
#6-41					917741-FAMC: CSW948, Galileo Support for iCA202	1	\$2,000.00	\$2,000.00
#6-42	Miscellaneous Non-Inventory HANGER, COIL CORD 5/8 BOLT 9090-1020	2	\$16.34	\$32.68	917742-FAMC: CSW949, Beidou Support for iCA202	1	\$2,000.00	\$2,000.00
#6-43	9090-1429 L-BAR, FIN 2.00 X 45.00 GPS	1	\$855	\$855	890020-FAMC: CGA100, robust multi-frequency GNSS ant.	2	\$2,150.00	\$4,300.00
#6-44	9090-1617 Assy, 2.00 Clamp-On Index Ring	1	\$137.21	\$137.21	6009011-FAMC: Kit, Magnet Mounting	1	\$112.00	\$112.00
#6-45	9095-1055 (M) KNOB BRACKET SET FOR CAT	1	\$132.15	\$132.15				
#6-46	9900-1068 Antenna, 2.4DBI, 450-470Mhz	1	\$121.13	\$121.13				
	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes:•Loaner unit when covered unit is in for repair•Unlimited Telephone Support•Personal Support at any GeoShack Location•Individual follow up training at any GeoShack Location				6017528-FAMC: 1 yr iCA202 Basic CCP	1	\$237.00	\$237.00
#6-47		1	\$1,425.00	\$1,425.00	6013685-FAMC: Kit, GNSS Wiring, 1UP	1	\$912.00	\$912.00
#6-48	INST-3DGMx Install, set up, measure, calibrate and test 3DGMx Grader system	1	\$1,757.50	\$1,757.50				
	TRAIN-3DMC3DMC System Training - Full Day,* System components overview* Software overview* Basic machine control operation* Machine calibration* Machine measurements* Basic Machine troubleshooting* 3DMC Best Practices for Operator"	1	\$1,187.50	\$1,187.50				
7	Specs Hiper VR Rover with Date Collector and Software (15)				951992-FAMC: MAD M8 4A female to USB type A connector	1	\$42.00	\$42.00
#7-1	1028514-01 KIT, HiPer VR Rover UHF 440-470	1	\$12,464.00	\$12,464.00	FN0003-FAMC: Converter, 12VDC to 24VDC	1	\$250.00	\$250.00
#7-2	1029639-01 OAF+, HiPer VR, 226CH, ALL SIG 10Hz Radio-LL RTK	1	\$4,842.00	\$4,842.00	1UP INSTALL KIT-FAMC: 1UP Install Kit	1	\$100.00	\$100.00
#7-3	1067908-01 FC-6400 Geo Cell 128GB/16GB	1	\$3,320.25	\$3,320.25	6013437-FAMC: Kit, iCR80 5" R30, Machine Control	2	\$25,443.00	\$50,886.00
#7-4	7050-1095 Password, Pocket 3D	1	\$1,606.50	\$1,606.50	767856-FAMC: MSD1000, SD Memory Card 1GB	1	\$250.00	\$250.00
#7-5	1026489-01 FC-5000 Carrying Case Fc/Scch-5000 Carrying Case	1	\$285.76	\$285.76	868565-FAMC: CSW 805, "As Built" for iCB50/70/iCR80	2	\$325.00	\$650.00
#7-6	1015317-01 FC/SHC6000 Ram Clip Mount Kit	1	\$251.75	\$251.75	6013345-FAMC: 1 yr iCR80 Basic CCP	2	\$695.00	\$1,390.00
#7-7	1009274-01 Carbon Fiber Prism Pole Bipod	1	\$154.09	\$154.09	6010346-FAMC: Kit, Li-Ion External Battery & Charger, iCRx0/TS16	2	\$1,563.00	\$3,126.00
	TRAIN-GPS GPS Training - Full Day• Basics of GNSS • Equipment setup • File management • Jobsite localization • Surface stake-out • Topo & as-built •				905305-FAMC: GEB373 External Battery Li-Ion 13V 289 WhExternal Battery Li-Ion 13V 289 Wh	2.0002.00	875.00	1,750.00
#7-8	Point stake-out • Stockpile quantities	2	\$1,187.50	\$2,375.00	922841-FAMC: CCD18 Radio Handle			
#7-9	8080MM KIT, MMGPS 3DBASE UPGRADE (TRANSMITTER)	3	\$11,727.75	\$35,183.25	6010312-FAMC: Kit, TPS Backsight with MPR122, Professional	4	\$2,845.00	\$11,380.00
#7-10	8090MM mm GPS 3D ROVER KIT	1	\$3,851.30	\$3,851.30	96660097-FAMC: Kit, TPS Calibration	1	\$491.00	\$491.00
	GAMM-1000 GeoAssure Annual Program for Millimeter Laser Includes: •Loaner unit when covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at any GeoShack Location				362823-FAMC: GZT4, Target plate, for GPH1	1	\$83.00	\$83.00
#7-11		1	\$950	\$950	972084-FAMC: CC200-1, Rugged 10" Tablet PC, Win10, US	1	\$6,200.00	\$6,200.00
	GABR-500 GeoAssure Annual Program for Single Base or Rover •Loaner unit when the covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at any GeoShack Location							
#7-12		1	\$475	\$475	972099-FAMC: CBA4, Large battery for CC200 tablet	1	\$365.00	\$365.00
#7-13	1006029-01 Magnet Construction Magnet Construction Subscription, 12 Month	1	\$2,180.25	\$2,180.25				

#7-14	Train-S2 Software Training	1	\$2,090.00	\$2,090.00	972102-FAMC: CBC15, External 4-Bay Charger	1	\$565.00	\$565.00
#7-15	Freight	1	\$1,500.00	\$1,500.00	972101-FAMC: CBC14, AC-Power supply	1	\$205.00	\$205.00
					972107-FAMC: CMB16, Tablet Holder for CC200	1	\$485.00	\$485.00
					972108-FAMC: CA57, Protection Foil	1	\$122.00	\$122.00
					972110-FAMC: CA54, Stylus for CC200 Tablet PC	1	\$122.00	\$122.00
					767880-FAMC: GHT63, Clamp arrangement for attaching the GHT62 holder to all poles.	1	\$182.00	\$182.00
					954214-FAMC: CTC9 Carry Case for iCG70 & iCG160	1	\$215.00	\$215.00
					793852-FAMC: CSW 202, ICON site	1	\$2,715.00	\$2,715.00
					793844-FAMC: CSW213, ICON app "Roading"	1	\$1,010.00	\$1,010.00
					793848-FAMC: CSW 210, ICON App "Checks"	1	\$565.00	\$565.00
					6007034-FAMC: 1yr iCon Field Software Basic CCP for CC8x/CC6x	1	\$541.00	\$541.00
					818727-FAMC: CSW234, Leica ConX, iCON field SW, 1 yr	1	\$950.00	\$950.00
					6010311-FAMC: Kit, TPS Rover Pole with MPR122	1	\$2,915.00	\$2,915.00
					FAMC-5192-02: Topo Boot & Point Combo	1	\$80.00	\$80.00
					INSTALL-FAMC: Installation at Customer Facility	5	\$1,800.00	\$9,000.00

Bid Summary

313 Bids Sent Out
4 Bid Request
2 Listed Above
0 No Bid were received
2 Bidders did not respond

BAFO 25004295 GPS Paving

Bid Opening: June 20, 2025

Bid Opening: June 20, 2025			
		Total Cost	GeoShack
			\$241,346.56
Items	Quantity Required	Unit Price	Total Cost
1 Specs 2023 Leeboy Paver Sonic System for 6150 Paver (4)			
1 1001587-01 P-32 (2) Tracker Paver Base Kit	1	\$12,464.00	\$12,464.00
2 1001588-03 KIT, P-32 PAVER ADD-ON SLOPE	1	\$3,351.60	\$3,351.60
GA2DMC-1000 GeoAssure Annual Program for 2D Machine System Includes: *Loaner unit when covered unit is in for repair *Unlimited Telephone Support *Personal Support at any GeoShack Location *Individual follow up			
3 training at any GeoShack Location	1	\$950	\$950
INST-2DAPAVE 1 Install, set up, calibrate and test 2D Asphalt Paver City of Midland needs to purchase 2 power cables from Leeboy direct for the Topcon P-32 paver system.			
4 P-32 paver system.	1	\$878.75	\$878.75
2 Specs 2023 Power Curber 5700-D Wire up Kit (15)			
UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF Kit, Antenna Config Dig			
5 UHF	1	\$283.10	\$283.10
6 1031211-01 Assy, MC-X3/SL-25 Diversity Antenna	1	\$738.15	\$738.15
7 9063-1036-20 Cable, Rg213 N-Type Female	1	\$247.38	\$247.38
8 9063-1036-20Y Assy, Rg213 X 20Ft Yellow Cable	1	\$247.38	\$247.38
9 9063-1066-12 Assy, PZS-Mc Coil Cord	1	\$680.91	\$680.91
10 9063-1121-20 Assy, Cable MCR3-PZS 20Ft	1	\$517.28	\$517.28
11 9063-1203-15 GPS Coil Cord 15'	1	\$848.35	\$848.35
12 9063-1226-1 Assy, MCR3 Breakout B Dual mmGPS OEM	1	\$670.23	\$670.23
13 9063-1227-2 Assy, MCR3 Breakout A, Concrete Cable	1	\$1,015.55	\$1,015.55
14 1003353-01 ASSY, PG-S3 W/ POLE MOUNT	1	\$2,828.15	\$2,828.15
15 9169-1079 Assy, Control Box Bracket	1	\$628.43	\$628.43
16 1030544-01 Service Points (500)	1	\$475	\$475
17 1049181-01 Training, Concrete Paving	3	\$2,375.00	\$7,125.00
GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes: •Loaner unit when covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up			
18 training at any GeoShack Location	1	\$1,425.00	\$1,425.00
19 INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$1,757.50	\$1,757.50
3 Specs 2023 Power Paver SF-2700 Full System (15)			
20 9000X-75 Kit, GX-75 MC-X	1	\$6,236.75	\$6,236.75
21 7050-1111 PASSWORD, 3DMC CONCRETE	1	\$42,480.00	\$42,480.00
22 9908-0003 ASSY, MC-R3 DUAL 112 NO RADIO NO-OAF	1	\$19,061.75	\$19,061.75
23 7070-0204 OAF BUNDLE, MC-R3 GGD FULL MC DUAL	1	\$15,084.00	\$15,084.00
24 1050255-01 Kit, MC-i4 Radio, UHF, LL, 4G	1	\$4,911.50	\$4,911.50
25 1004340-01 Kit, MCR3 Magnetic Mount	1	\$203.02	\$203.02
26 9900-1068 Antenna, 2.4DBi, 450-470Mhz	1	\$121.13	\$121.13
27 9169-1079 Assy, Control Box Bracket	1	\$628.43	\$628.43
28 9014P-11 KIT,DUAL MMGPS POWER PAVER	1	\$32,361.75	\$32,361.75
29 1006152-01 Assy,SL-100 To MCR3 B Ethernet/Pwr 10Ft	1	\$263.82	\$263.82
30 Miscellaneous Non-Inventory 1020030-01 CARRY CASE, GX-75	1	\$551	\$551
31 1030544-01 Service Points (500)	1	\$475	\$475
GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes: •Loaner unit when covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up			
32 training at any GeoShack Location	1	\$1,425.00	\$1,425.00
33 INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$1,757.50	\$1,757.50
34 1049181-01 Training, Concrete Paving	1	\$7,125.00	\$7,125.00
4 Specs Hiper VR Rover with Date Collector and Software (15)			
35 1028514-01 KIT, HiPer VR Rover UHF 440-470	1	\$12,464.00	\$12,464.00
36 1029639-01 OAF+, HiPer VR, 226CH, ALL SIG 10Hz Radio-LL RTK	1	\$4,842.00	\$4,842.00
37 1067908-01 FC-6400 Geo Cell 128GB/16GB	1	\$3,320.25	\$3,320.25
38 7050-1095 Password, Pocket 3D	1	\$1,606.50	\$1,606.50
39 1026489-01 FC-5000 Carrying Case Fc/Sch-5000 Carrying Case	1	\$285.76	\$285.76
40 1015317-01 FC/SHC6000 Ram Clip Mount Kit	1	\$251.75	\$251.75
41 1009274-01 Carbon Fiber Prism Pole Bipod	1	\$154.09	\$154.09
TRAIN-GPS GPS Training - Full Day • Basics of GNSS • Equipment setup • File management • Jobsite localization • Surface stake-out • Topo & as-built •			
42 Point stake-out • Stockpile quantities	2	\$1,187.50	\$2,375.00
43 8080MM KIT, MMGPS 3DBASE UPGRADE (TRANSMITTER)	3	\$11,727.75	\$35,183.25
44 8090MM mm GPS 3D ROVER KIT	1	\$3,851.30	\$3,851.30
GAMM-1000 GeoAssure Annual Program for Millimeter Laser Includes: •Loaner unit when covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at			
45 any GeoShack Location	1	\$950	\$950
GABR-500 GeoAssure Annual Program for Single Base or Rover •Loaner unit when the covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at			
46 any GeoShack Location	1	\$475	\$475
1006029-01 Magnet Construction Magnet Construction Subscription, 12			
47 Month	1	\$2,180.25	\$2,180.25
48 Train-S2 Software Training	1	\$2,090.00	\$2,090.00
49 Freight	1	\$1,500.00	\$1,500.00

Bid Summary

2 Bid Requests issued

1 Bid(s) listed above

0 No Bids received

1 Bidder(s) did not respond

AGREEMENT

THIS AGREEMENT is made and effective the 13th day of August 2025, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and GeoShack, Inc. (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform GPS Paving System services (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed \$ 241,346.56 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 August 13, 2025 until December 31, 2025, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall

be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to 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
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Business Automobile Liability:	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

Workers’ Compensation:	Statutory limits
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Employers’ Liability:	\$500,000.00 per accident or occurrence
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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: GeoShack, Inc.
 2307 Springlake Rd #514
 Dallas, TX 75234

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

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

ARTICLE XV. INDEMNITY

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

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER

WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of GeoShack, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

Date: 05/15/2025



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

BID NO: 25004295**CLOSING DATE:**

June 4, 2025

CLOSING TIME:

2:00 PM

BIDS WILL BE RECEIVED UNTIL 2:00 PM on 06/4/2025 THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:

DESCRIPTION	
The City of Midland, Texas (the "City") invites qualified vendors to submit Proposals for the turnkey supply, installation, and commissioning of survey-grade Global Navigation Satellite, System (GNSS) control packages for six legacy production machines: one (1) Motor Grader, one(1) Excavator, one (1) Asphalt Paver, one (1) Concrete Curb Machine, one (1) Concrete Paver, and one (1) Milling Machine.	
NOTICE TO BIDDERS: 1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM. 2. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER. 3. LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. 4. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK. 5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA. 6. PUBLIC INFORMATION: To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.	
FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV	
NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID. THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.	
COMPANY NAME: <u>GeoShack</u>	
ADDRESS: <u>2307 Springlake Rd #514</u>	
CITY: <u>Dallas</u> STATE: <u>Texas</u> ZIP <u>75234</u>	
PHONE NO: <u>972-241-6001</u> EMAIL: <u>doreilly@geoshack.com</u>	
DELIVERY CAN BE MADE: <u>4 weeks following awarding of bid or sooner</u>	
AUTHORIZED SIGNATURE: <u>[Signature]</u>	

EXECUTION OF OFFER

Date:

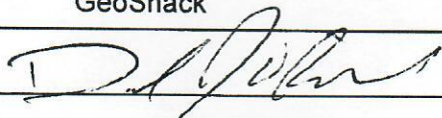
In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

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

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

This offer consists of pages number 1 through 1.

Offeror/ COMPANY: GeoShack

SIGNATURE (INK): 

NAME: (TYPED/PRINTED) Daniel J O'Reilly

TITLE: Senior - Vice President

STREET: 2307 Springlake Rd #514

CITY/STATE/ZIP: Dallas, TX 75234

TELEPHONE: 972-241-6001 FAX: _____

E-MAIL ADDRESS: doreilly@geoshack.com

Revised February 5, 2024

Request for Proposals

RFP 25004295

for
GPS Paving System

Proposals for this requirement will be accepted until 2:00 P.M. on June 4, 2025

Proposals May be Mailed or Delivered to:

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

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK
2. **COMPLIANCE** – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.
3. **PUBLIC INFORMATION** TO THE EXTENT THAT PROPOSER IS SUBMITTING A PROPOSAL FOR A CONTRACT DESCRIBED BY SECTION 552.371 OF THE TEXAS GOVERNMENT CODE, PROPOSER AGREES AS FOLLOWS IN ACCORDANCE WITH SECTION 552.372(B) OF THE TEXAS GOVERNMENT CODE: THE REQUIREMENTS OF SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE, MAY APPLY TO THIS PROPOSAL, AND THE CONTRACTOR OR VENDOR AGREES THAT THE CONTRACT CAN BE TERMINATED IF THE CONTRACTOR OR VENDOR KNOWINGLY OR INTENTIONALLY FAILS TO COMPLY WITH A REQUIREMENT OF THAT SUBCHAPTER.

SCHEDULE OF EVENTS

RFP 25004295
For
GPS Paving System

Event	Date*
RFP Released.....	May 17, 2025
Cutoff Date for inquiries and clarification.....	May 30, 2025
Proposal Due Date	June 4, 2025
Intended Date for Contract Award.....	June 24, 2025

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

NOTE:

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

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN ____-____-____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

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

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland, Texas (the "City") invites qualified vendors to submit Proposals for the turnkey supply, installation, and commissioning of survey-grade Global Navigation Satellite System (GNSS) control packages for six legacy production machines: one (1) Motor Grader, one (1) Excavator, one (1) Asphalt Paver, one (1) Concrete Curb Machine, one (1) Concrete Paver, and one (1) Milling Machine.

The objective is to modernize these assets with a common, high-precision GNSS platform that delivers ≤ 20 mm real-time horizontal accuracy, integrates seamlessly with existing mechanical and hydraulic controls, and supports multi-constellation RTK corrections. The resulting capability will increase grading, paving, and milling productivity while reducing survey staking costs and material overruns.

Request for Proposal Standard Information

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

1.2. NOTICE TO BIDDERS

In order to be determined eligible for award of this contract, the responsible bidder shall have specific experience and expertise in providing a GPS Paving System. No specific documentation is required at the time of bidding, but the City reserves the right to request additional information prior to contract award if needed to fully assess the qualifications of the bidder.

1.3. INITIAL EVALUATION

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

1.4. DISCUSSION/NEGOTIATION

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

1.5. BEST AND FINAL OFFER

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

1.6. AWARD

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the

criteria enumerated in Section 252.043 of the Texas Local Government Code.

1.7. TRADE SECRETS

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

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

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

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

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

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

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

1.8. LATE PROPOSALS

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

1.9. PREPARING A RESPONSE

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

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

1.10. CLARIFICATION/ INTERPRETATION

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

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

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

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

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

1.13. OFFER PRICING

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

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

1.14. ALTERNATE PROPOSALS

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

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

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

1.15.2. Each Offeror who submits a proposal represents that:

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

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

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

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

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

1.16. RIGHTS RESERVED

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

A) waive any formality;

- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.17. BONDING REQUIREMENTS

Intentionally Omitted

1.18. OFFEROR INTERVIEW

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

1.19. SUBCONTRACTING

- 1.19.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.
- 1.19.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. CONTRACTOR'S RESPONSIBILITIES

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

1.22. OFFEROR COMPETITION

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

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

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

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

1.23.2. Terms and Conditions

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

1.23.3. Exceptions to Contract Terms & Conditions

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

1.23.4. The Agreement shall be effective upon the date the Agreement is signed by both the City and the Contractor and expire upon completion of the services covered by the Agreement. This Agreement may be terminated by the City or the Contractor upon thirty (30) days written notice of such termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor save and except for payment of sums due and owing for City-approved expenses and work incurred by the Contractor prior to the date of termination.

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

1.23.6. Escalation

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

2. PROPOSAL WAIVERS:

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

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

- 2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.
- 2.4. **WAIVER:**
- 2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:
- 2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;
- 2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;
- 2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR
- 2.5.4. AWARD OF THE CONTRACT.
- 2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).
- 2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

To provide a GPS Paving System for the City of Midland Transportation Division.

- **Hardware**
 - o One Rover with data collector and software.
 - o Six (6) complete GNSS machine-control kits sized to each machine class, including antennas, receivers, inertial measurement units, control modules, mounting brackets, and all cabling/harnesses.
 - o Spare parts package (minimum 5 % of all field-replaceable units).
- **Software & Licenses**

- o Machine-control software, data-logging suite, and perpetual licenses for RTK, NTRIP, and field design file import/export (LandXML, DXF, or equivalent).
- o Firmware, security certificates, and remote-update capability for five (5) years.
- **Services**
 - o Field installation on each machine, non-destructive to existing OEM systems, performed at the City's equipment yard.
 - o Functional verification demonstrating conformance to the City's accuracy and latency requirements.
 - o Operator and maintenance training (minimum 16 hours total, classroom + hands-on), with training materials provided in digital format.
 - o At least one full day of training for each system purchased.
- **Support & Warranty**
 - o Two-year parts-and-labor warranty, extendable to five (5) years at the City's option.
 - o Help-desk support (Mon–Fri, 7 AM–7 PM CT) and on-site response within 48 hours for warranty issues.
- **Documentation & Deliverables**
 - o As-installed wiring diagrams, configuration files, calibration reports, and an electronic copy of the operator manuals.
 - o Final acceptance test report signed by vendor and City representatives.

Specifications:

1. Positioning & Performance

1. Accuracy (95 % confidence)

- o Real-time RTK: $\leq \pm 20$ mm horizontal, $\leq \pm 30$ mm vertical.
- o Post-processed: $\leq \pm 10$ mm horizontal, $\leq \pm 15$ mm vertical.
- o Fine Grading and Paving Height accuracy: 5mm + 50 ppm

2. Latency & Update Rate

- o ≤ 50 ms end-to-end; ≥ 10 Hz standard, ≥ 20 Hz for excavator & milling depth control.

3. **Outage Bridging** – GNSS + IMU fusion must hold < 2 cm positional drift for up to 60 s of satellite loss.

2. Satellite & Correction Support

- Multi-constellation / multi-frequency: GPS (L1 C/A, L2C, L5), GLONASS (L1/L2), Galileo (E1/E5a/E5b), BeiDou (B1/B2).
- Accepts RTCM 3.x and CMRx corrections via NTRIP or UHF; SBAS (WAAS/EGNOS) as fallback; PPP optional.

3. Electrical & Environmental

- **Input power:** 9 – 32 V DC, < 8 W typical, reverse-polarity & load-dump protected.
- **Ingress / temperature:** $\geq$ IP67; -40°C to $+70^{\circ}\text{C}$; MIL-STD-810G shock & vibration.
- **EMC / surge:** ISO 7637-2 (Pulse 5A/B), FCC Part 15, CE, ISO 13766-1 compliant.

4. Interfaces & Protocols (Legacy-Friendly)

Function	Standards Provided	Physical Ports
Position / heading	NMEA 0183 v3+, TSIP, LandXML, ISO 11783 (ISOBUS)	RS-232 (9-pin & 25-pin), CAN 2.0B (250/500 kbps), 100 Base-T Ethernet, USB-C
Corrections in	RTCM 3.x, CMRx	RS-232, Ethernet, LTE Cat 4 modem
Machine control	PWM ± 10 V, 4–20 mA, Digital I/O	Configurable harness

5. Antenna & IMU

- Survey-grade choke-ring or equivalent; L1/L2/L5; phase-center variation ≤ 3 mm.
- Mount: 5/8-11 UNC or magnetic with safety tether; radome ≤ 150 mm $\varnothing$.
- Integrated MEMS IMU: gyro bias $\leq 3^{\circ}/\text{h}$, accel bias ≤ 1 mg.

6. Machine-Specific Requirements

- **Motor Grader** – Dual-antenna heading; blade slope resolution $\leq 0.02^{\circ}$.
- **Excavator** – Dual GNSS + IMU; boom/stick/tilt sensors; update ≥ 20 Hz.
- **Asphalt Paver** – CAN link to grade/slope controller; pass-to-pass deviation $< \pm 20$ mm.
- **Concrete Curb Machine** – Stringless mode; lateral deviation $\leq \pm 10$ mm.
- **Concrete Paver** – Interfaces with hydraulic control (0-10 V or PWM); depth ± 5 mm.
- **Milling Machine** – High-rate (≥ 20 Hz) depth control; milling depth accuracy ± 3 mm.

7. Data Logging & Connectivity

- 16 GB onboard, SDXC removable; exports RINEX 3.x, CSV, LandXML.
- Wi-Fi 802.11ac, Bluetooth 5.0, optional LTE; HTTPS/TLS 1.3 OTA updates; secure boot & signed firmware.

8. Back-Fit & Mounting Aids

- Adapter looms for legacy Deutsch 9- & 25-pin connectors; drop-in brackets for antenna/IMU.
- No-weld magnetic or bolt-on brackets; installs without modifying OEM hydraulic lines.

9. Support & Compliance

- 2-year warranty, extendable to 5 years.
- Conforms to ISO 17123-8 (GNSS field measurement) and ISO 13849-1 (function-safety, PL d).

3.1. GENERAL REQUIREMENTS

Please see attachment A

4. SUPPLEMENTAL REQUIREMENTS PLACE UPON CONTRACTOR

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

4.1. WORKMANSHIP

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

4.2. LEGAL COMPLIANCE

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

5. VENDOR QUALIFICATIONS

5.1 INFORMATION VERIFICATION

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

5.2 RIGHT TO REJECT

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

5.3 VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the

following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1 References

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

5.4.1 Vendor Stability

5.4.1.1 Offerors shall specify how long the company submitting the proposal has been in business providing GPS Paving Systems.

6. EVALUATION PROCESS

6.1 EVALUATION PROCEDURE

6.1.1 Committee Actions

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

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

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

6.2 EVALUATION CRITERIA

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

6.2.4 This Contract will be awarded to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland will consider the following criteria:

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

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

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

6.2.8 Quality and Program Management Plan- Vendor must provide an approach

to performance and quality assurance of services (20%)

7. PROPOSAL CONTENTS

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

7.1. THE BID REQUEST

7.2. THE RFP RESPONSE

7.3. PROPOSAL

7.4. REQUESTED ATTACHMENTS

7.4.1. References

7.4.2. Resumes

8. TEXAS PUBLIC INFORMATION ACT

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

GPS Paving System				
Item	Qty	Description	Price	Total
		Specs 2022 Komatsu PS360LC-11		
Excavator X53x Indicate	1	Topcon X53x Indicate Excavator System		
9000X	1	Kit, GX-75 MC-X		
RAP-365-101U	1	RAM Triple Suction Cup Base		
1029605-04	2	Assy, GR-i3F w/o Pole Mount		
9090-1465	2	Assy, GPS Antenna Pole Mount, 2"		
1063845-02	1	Perp MCX XTR Max 2D 3D G2F Ind		
7070-0004	2	OAF, GR-i3 20 Hz Single GGD (Main)		
7070-0005	2	OAF-U, GR-i3 Beidou		
7070-0006	2	OAF-U, GR-i3 Galileo E1		
1028541-01	1	Carrying Case, Hard X-53x GR-i3		
1015925-03	1	Assy, MC-X1 Controller		
1019329-01	1	Kit, MC-X1 Mag Mounts		
1024192-02	4	Assy, IMU TSi4 Sensor		
1051819-01	1	Kit, Common XTR, MX-Max X1 i3		
1026213-01	1	Assy, MC-X1 To Breakout B Comm Cable		
1058823-01	1	Kit, XTR Dual Position Sensor MC-X i3		
1036850-02	1	Kit, UR-1 Radio w/ Mag Mount		
1043614-01	1	Assy, Antenna Mag Mount Cable, 15FT TNC		
1040109-01	1	KIT, SL100 4G Global w/ Antenna & Magnets		
1030544-01	1	Service Points (500)		
1018709-01	2	Assy, Excavator GPS Rail Bracket		
9060-1480-MCS	1	Kit, TS1 Bucket Guard		
1026129-01	1	Kit, Common 3D Excavator MC-X		
INST-3DEX	1	Install, set up, measure, calibrate and test 3D Indicate only Excavator		
TRAIN-3DMC	1	3DMC System Training - Full Day.		
		* System components overview		
		* Software overview		
		* Basic machine control operation		
		* Machine calibration		
		* Machine measurements		
		* Basic Machine troubleshooting		
		* 3DMC Best Practices for Operator"		
GA3DMC-1500	1	GeoAssure Annual Program for 3DMC Machine System Includes:		
		●Loaner unit when covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training at any GeoShack Location		

		Specs 2022 Wirtgen W120XTI Wiring Kit		
		2022		
1045787-01	1	Kit, Wirtgen (MC-R3) w/ LevelPro 3DK (GX-55)		
1504303	1	HW Kit, Wirtgen Profiler (MC-R3) Single & Dual		
Miscellaneous Non-Inventory	1	10539102 - P-63 Dual mmGPS kit		
UHF Antenna Kit 9050-04	1	Kit, Antenna Config Dig UHF		
1031211-02	1	Assy, MC-X3/SL-25 Diversity Antenna		
9169-1079	1	Assy, Control Box Bracket		
7050-3003	1	Password, MC-R3 Full Auto		
7050-1116	1	PASSWORD, 3DMC PAVER OEM		
INST-3DAPAVE	1	Install, set up, measure, calibrate and test 3D Milling Machine		
TRAIN-3DMC	1	3DMC System Training - Full Day.		
		* System components overview		
		* Software overview		
		* Basic machine control operation		
		* Machine calibration		
		* Machine measurements		
		* Basic Machine troubleshooting		
		* 3DMC Best Practices for Operator“		
		Specs 2023 Leeboy Paver Sonic System for 6150 Paver		
1001587-01	1	P-32 (2) Tracker Paver Base Kit		
1001588-03	1	KIT, P-32 PAVER ADD-ON SLOPE		
GA2DMC-1000	1	GeoAssure Annual Program for 2D Machine System Includes:		
		●Loaner unit when covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training at any GeoShack Location		
INST-2DAPAVE	1	1 Install, set up, calibrate and test 2D Asphalt Paver		
		City of Midland needs to purchase 2 power cables from Leeboy direct for the Topcon P-32 paver system.		
		Specs 2023 Power Curber 5700-D Wire up Kit		
UHF Antenna Kit 9050-04	1	Kit, Antenna Config Dig UHF		
1031211-01	1	Assy, MC-X3/SL-25 Diversity Antenna		
9063-1036-20	1	Cable, Rg213 N-Type Female		
9063-1036-20Y	1	Assy, Rg213 X 20Ft Yellow Cable		
9063-1066-12	1	Assy, PZS-Mc Coil Cord		
9063-1121-20	1	Assy, Cable MCR3-PZS 20Ft		
9063-1203-15	1	GPS Coil Cord 15'		
9063-1226-1	1	Assy, MCR3 Breakout B Dual mmGPS OEM		
9063-1227-2	1	Assy, MCR3 Breakout A, Concrete Cable		
1003353-01	1	ASSY, PG-S3 W/ POLE MOUNT		
9169-1079	1	Assy, Control Box Bracket		
1030544-01	1	Service Points (500)		
1049181-01	3	Training, Concrete Paving		
GA3DMC-1500	1	GeoAssure Annual Program for 3DMC Machine System		
		Includes:		
		●Loaner unit when covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training		
INST-3DCURB	1	Install, set up, measure, calibrate and test 3D Curbing Machine	11.44	

		Specs 2023 Power Paver SF-2700 Full System		
9000X-75	1	Kit, GX-75 MC-X		
7050-1111	1	PASSWORD, 3DMC CONCRETE		
9908-0003	1	ASSY, MC-R3 DUAL 112 NO RADIO NO-OAF		
7070-0204	1	OAF BUNDLE, MC-R3 GGD FULL MC DUAL		
1050255-01	1	Kit, MC-i4 Radio, UHF, LL, 4G		
1004340-01	1	Kit, MCR3 Magnetic Mount		
9900-1068	1	Antenna, 2.4DBi, 450-470Mhz		
9169-1079	1	Assy, Control Box Bracket		
9014P-11	1	KIT,DUAL MMGPS POWER PAVER		
1006152-01	1	Assy,SL-100 To MCR3 B Ethernet/Pwr 10Ft		
Miscellaneous Non-Inventory	1	1020030-01 CARRY CASE, GX-75		
1030544-01	1	Service Points (500)		
GA3DMC-1500	1	GeoAssure Annual Program for 3DMC Machine System Includes:		
		●Loaner unit when covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training at any GeoShack Location		
INST-3DCURB	1	Install, set up, measure, calibrate and test 3D Curbing Machine		
1049181-01	1	Training, Concrete Paving		
		Specs for CAT 120M2 Full System		
9000X-55	1	Kit, GX-55 MC-X		
1026660-01	1	Assy, MC-X3 BT/WiFi/Radio/4G		
Miscellaneous Non-Inventory	1	PERP MCX GDR MAX 2D 3D G1FR MM AUTO 1063844-12		
Miscellaneous Non-Inventory	1	ASSY, VSU W/BKT CAT M3 GRADER 1006541-01		
1024192-02	3	Assy, IMU TSi4 Sensor		
1027924-01	1	Dust Cap M12 X 1, NIKLPLT Brass		
1028276-01	1	Assy, Coil Cord CAN, 15'		
1028541-01	1	Carrying Case, Hard X-53x GR-i3		
1012493-03	1	ASSY, GR-i3 Die Cast		
1012494-03	1	Assy, PZS-i3 Gen 2		
1012496-02	1	ASSY, Vibration Mount, Die Cast		
1015350-02	1	Assy, Protective Cap, Z-Stack		
1030478-01	1	Assy, SC024 Controller w/ Auto Excavator FW		
1030544-01	1	Service Points (500)		
1031211-02	1	Assy, MC-X3/SL-25 Diversity Antenna		
1034177-01	1	Cover, TS-i Sensor Guard Open Both Sides		
1036524-01	2	Assy, Simple Smartknob		
1040755-01	1	Bracket, TS-i 90 Degree Base Platform		

1043614-01	1	Assy, Antenna Mag Mount Cable, 15FT TNC		
1044080-01	2	Kit, M-12 Tee Bracket		
1044610-01	1	Kit, GDR CR RS-1 Upgrade MC-X		
1047707-01	1	HW Kit, 90 Degree IMU Weld Plate		
1050904-01	1	Kit, Cat M MC-X3 Mount		
1054765-01	1	Kit, Gdr Cr Mainfall Bracket w/Mt		
1060152-01	1	Kit, Vibe Pole MC-X i3		
1063213-01	1	Kit, TS-i Sensor Cover		
1064150-01	1	Assy, GDR M-Ser Hose Support, TS-i Mount		
1064995-01	1	Assy, GDR Simple Smartknob Y Cable		
1067045-01	1	HRNS, Universal SC024 Breakout		
Miscellaneous Non-Inventory	1	ASSY, CAT CAN ADD-ON FOR VSU 1067046-01		
1067630-01	1	ASSY, UNIVERSAL SC024 WELD ON MOUNT		
1068474-01	1	Hw Kit, GDR Universal Const Base MC-x		
1069643-01	1	Kit, Gdr Cr M/M2 Const Cab Cabling MC-x		
Miscellaneous Non-Inventory	1	CBL, GDR NON-CAN SC024 TO SMTKNB Y EXT 1072803-01		
3020-0526	1	Tee, M12, M-M-M		
5033-0127-60	1	Hose, 3/4" Cable Protection, 60in		
Miscellaneous Non-Inventory	1	OAF, GR-i3 20HZ SG BEIDOU+GALILEO E1 7070-0010		
9060-1167	2	ASSY, 3BOLT/3PAD "L" BAR BRACKET		
9060-1193	2	BAR STORAGE BRACKET		
9063-1167-1	1	Cable,M12 CAN Twisted Pair 1M		
9063-1192-1	1	VSU Cable		
Miscellaneous Non-Inventory	2	HANGER,COIL CORD 5/8 BOLT 9090-1020		
9090-1429	1	L-BAR, FIN 2.00 X 45.00 GPS		
9090-1617	1	Assy, 2.00 Clamp-On Index Ring		
9095-1055	1	(M) KNOB BRACKET SET FOR CAT		
9900-1068	1	Antenna, 2.4DBi, 450-470Mhz		
GA3DMC-1500	1	GeoAssure Annual Program for 3DMC Machine System Includes:		
		●Loaner unit when covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training at any GeoShack Location		
INST-3DGMax	1	Install, set up, measure, calibrate and test 3DMAX Grader system		
TRAIN-3DMC	1	3DMC System Training - Full Day.		
		* System components overview		
		* Software overview		
		* Basic machine control operation		
		* Machine calibration		
		* Machine measurements		
		* Basic Machine troubleshooting		
		* 3DMC Best Practices for Operator"		

		Specs Hiper VR Rover with Date Collector and Software		
1028514-01	1	KIT, HiPer VR Rover UHF 440-470		
1029639-01	1	OAF+, HiPer VR, 226CH, ALL SIG 10Hz Radio-LL RTK		
1067908-01	1	FC-6400 Geo Cell 128GB/16GB		
7050-1095	1	Password, Pocket 3D		
1026489-01 FC-5000 Carrying Case	1	Fc/Sch-5000 Carrying Case		
1015317-01	1	FC/SHC6000 Ram Clip Mount Kit		
1009274-01	1	Carbon Fiber Prism Pole Bipod		
TRAIN-GPS	2	GPS Training - Full Day		
		● Basics of GNSS		
		● Equipment setup		
		● File management		
		● Jobsite localization		
		● Surface stake-out		
		● Topo & as-built		
		● Point stake-out		
		● Stockpile quantities		
8080MM	3	KIT, MMGPS 3DBASE UPGRADE (TRANSMITTER)		
8090MM	1	mm GPS 3D ROVER KIT		
GAMM-1000	1	GeoAssure Annual Program for Millimeter Laser		
		Includes:		
		●Loaner unit when covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training at any GeoShack Location		
GABR-500	1	GeoAssure Annual Program for Single Base or Rover		
		●Loaner unit when the covered unit is in for repair		
		●Unlimited Telephone Support		
		●Personal Support at any GeoShack Location		
		●Individual follow up training at any GeoShack Location		
1006029-01 Magnet Construction	1	Magnet Construction Subscription, 12 Month		
Train-S2	1	Software Training		
	1	Freight		
		Total		



THE CITY OF MIDLAND

BAFO DETAIL SHEET 25004295 GPS Paving System

Item	Description	Unit	Flat Fee Unit Cost
Specs 2023 Leeboy Paver Sonic System for 6150 Paver			
1	1001587-01 P-32 (2) Tracker Paver Base Kit	1	\$ 12,464.00
2	1001588-03 KIT, P-32 PAVER ADD-ON SLOPE	1	\$ 3,351.60
3	GA2DMC-1000 GeoAssure Annual Program for 2D Machine System Includes: •Loaner unit when covered unit is in for repair •Unlimited Telephone Support •Personal Support at any GeoShack Location •Individual follow up training at any GeoShack Location	1	\$ 950.00
4	INST-2DAPAVE Install, set up, calibrate and test 2D Asphalt Paver City of Midland needs to purchase 2 power cables from Leeboy direct for the Topcon P-32 paver system.	1	\$ 878.75
Specs 2023 Power Curber 5700-D Wire up Kit			
5	UHF Antenna Kit 9050-04 Kit, Antenna Config Dig UHF	1	\$ 283.10
6	1031211-01 Assy, MC-X3/SL-25 Diversity Antenna	1	\$ 738.15
7	9063-1036-20 Cable, Rg213 N-Type Female	1	\$ 247.38
8	9063-1036-20Y Assy, Rg213 X 20Ft Yellow Cable	1	\$ 247.38
9	9063-1066-12 Assy, PZS-Mc Coil Cord	1	\$ 680.91
10	9063-1121-20 Assy, Cable MCR3-PZS 20Ft	1	\$ 517.28

11	9063-1203-15 GPS Coil Cord 15'	1	\$ 848.35
12	9063-1226-1 Assy, MCR3 Breakout B Dual mmGPS OEM	1	\$ 670.23
13	9063-1227-2 Assy, MCR3 Breakout A, Concrete Cable	1	\$ 1,015.55
14	1003353-01 ASSY, PG-S3 W/ POLE MOUNT	1	\$ 2,828.15
15	9169-1079 Assy, Control Box Bracket	1	\$ 628.43
16	1030544-01 Service Points (500)	1	\$ 475.00
17	1049181-01 Training, Concrete Paving	3	\$ 7,125.00
18	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System "Includes: ●Loaner unit when covered unit is in for repair ●Unlimited Telephone Support ●Personal Support at any GeoShack Location" ●Individual follow up training	1	\$ 1,425.00
19	INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$ 1,757.50
Specs 2023 Power Paver SF-2700 Full System			
20	9000X-75 Kit, GX-75 MC-X	1	\$ 6,236.75
21	7050-1111 PASSWORD, 3DMC CONCRETE	1	\$ 42,480.00
22	9908-0003 ASSY, MC-R3 DUAL 112 NO RADIO NO-OAF	1	\$ 19,061.75
23	7070-0204 OAF BUNDLE, MC-R3 GGD FULL MC DUAL	1	\$ 15,084.00
24	1050255-01 Kit, MC-i4 Radio, UHF, LL, 4G	1	\$ 4,911.50
25	1004340-01 Kit, MCR3 Magnetic Mount	1	\$ 203.02
26	9900-1068 Antenna, 2.4DBi, 450-470Mhz	1	\$ 121.13
27	9169-1079 Assy, Control Box Bracket	1	\$ 628.43
28	9014P-11 KIT,DUAL MMGPS POWER PAVER	1	\$ 32,361.75
29	1006152-01 Assy,SL-100 To MCR3 B Ethernet/Pwr 10Ft	1	\$ 263.82
30	Miscellaneous Non-Inventory 1020030-01 CARRY CASE, GX-75	1	\$ 551.00
31	1030544-01 Service Points (500)	1	\$ 475.00
32	GA3DMC-1500 GeoAssure Annual Program for 3DMC Machine System Includes: ●Loaner unit when covered unit is in for repair	1	\$ 1,425.00

PACKET

11.49

August 12, 2025

	●Unlimited Telephone Support ●Personal Support at any GeoShack Location ●Individual follow up training at any GeoShack Location		
33	INST-3DCURB Install, set up, measure, calibrate and test 3D Curbing Machine	1	\$ 1,757.50
34	1049181-01 Training, Concrete Paving	1	\$ 7,125.00
Specs Hiper VR Rover with Data Collector and Software			
35	1028514-01 KIT, HiPer VR Rover UHF 440-470	1	\$ 12,464.00
36	1029639-01 OAF+, HiPer VR, 226CH, ALL SIG 10Hz Radio-LL RTK	1	\$ 4,842.00
37	1067908-01 FC-6400 Geo Cell 128GB/16GB	1	\$ 3,320.25
38	7050-1095 Password, Pocket 3D	1	\$ 1,606.50
39	1026489-01 FC-5000 Carrying Case Fc/Sch-5000 Carrying Case	1	\$ 285.76
40	1015317-01 FC/SHC6000 Ram Clip Mount Kit	1	\$ 251.75
41	1009274-01 Carbon Fiber Prism Pole Bipod	1	\$ 154.09
42	TRAIN-GPS GPS Training - Full Day ● Basics of GNSS ● Equipment setup ● File management ● Jobsite localization ● Surface stake-out ● Topo & as-built ● Point stake-out ● Stockpile quantities	2	\$ 2,375.00
43	8080MM KIT, MMGPS 3DBASE UPGRADE (TRANSMITTER)	3	\$ 35,183.25
44	8090MM mm GPS 3D ROVER KIT	1	\$ 3,851.30
45	GAMM-1000 GeoAssure Annual Program for Millimeter Laser Includes: ●Loaner unit when covered unit is in for repair ●Unlimited Telephone Support ●Personal Support at any GeoShack Location ●Individual follow up training at any GeoShack Location	1	\$ 950.00
46	GABR-500GeoAssure Annual Program for Single Base or Rover ●Loaner unit when the covered unit is in for repair ●Unlimited Telephone Support ●Personal Support at any GeoShack Location ●Individual follow up training at any GeoShack Location	1	\$ 475.00
47	1006029-01 Magnet Construction Magnet Construction Subscription, 12 Month	1	\$ 2,180.25
48	Train-S2 Software Training	1	\$ 2,090.00
49	Freight	1	\$ 1,500.00

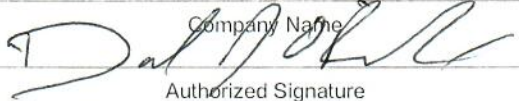
B. WAIVER: BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED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

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

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

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

GeoShack

Company Name


Authorized Signature
Daniel J O'Reilly

Print Above Name

6-19-2025

Date
972-241-6001

Phone
doreilly@geoshack.com

~~Fax~~ email

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.

GeoShack

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

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

Not Applicable

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 
Signature of vendor doing business with the governmental entity

5/30/2025
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

or

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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: Not Applicable

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? 0
3. Year your business was established in the City of Midland: NA
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: 1752 717 9315

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

GEOSHAKE, INC.
1200 RIVERSIDE DR
FORTH WORTH, TX 76111-3616 TARRANT COUNTY

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:

1200 RIVERSIDE DR. FORT WORTH, TX 76111

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: 5/30/2025

Printed Name and Title: Daniel J. O'Reilly - Senior Vice President



SOLICITATION NO. 25004295

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

Daniel J O'Reilly
Name (Print)

5-30-2025
Date

Senior - Vice President
Title

GeoShack
Company

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 25004295

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: May 20, 2025

The following changes have been made to the specifications.

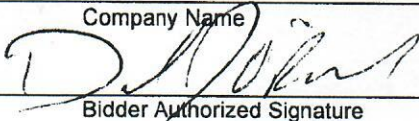
Bid Table 25004295 GPS Paving System (BT-69DZ) has been added as a required document.

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

All other terms and conditions shall remain the same.

GeoShack

Company Name



Bidder Authorized Signature

Daniel J O'Reilly

Please Print Above Name

5-30-2025

Date

972-241-6001

Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004295

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: May 29, 2025

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

Q1. Do you already have a UHF base?

A1. Yes

Q2. Can we bid additional days to ensure your team is properly trained?

A2. Yes

Q3. The LeeBoy believes the 6150 paver already has power cables. Can you please confirm the serial number on this machine?

A3. 6150429676

Q4. The 3D prep kit from Wirtgen will also have to be purchased. This will have to be done separately or included in the bid

A4. This will be done separately, speaking to Kirby Smith the unit is already wired for this application.

Q5. PowerCurber & PowerPaver are both 3D ready according to the rep

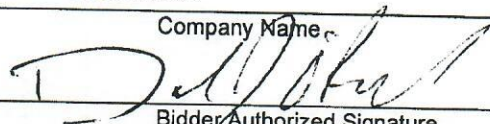
A5. Yes

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

All other terms and conditions shall remain the same.

GeoShack

Company Name



Bidder Authorized Signature

Daniel J O'Reilly

Please Print Above Name

5-30-2025

Date

972-241-6001

Phone

CITY OF MIDLAND

ADDENDUM BID # 25004295

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: June 3, 2025

The following changes have been made to the specifications.

The specs document and Bid Table 25004295 GPS Paving System (BT-69DZ) have been updated.

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

All other terms and conditions shall remain the same.

GeoShack
Company Name

D. A. Owen
Bidder Authorized Signature

David A. Owen
Please Print Above Name

6-3-25
Date

972-241-6001
Phone



City Council Meeting

Item Number: 12
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH GARLAND/DBS, INC., THROUGH THE OMNIA COOPERATIVE, FOR THE BUSH COMMEMORATIVE CENTER ROOFING PROJECT FOR A TOTAL COST OF \$1,297,456.00; APPROVING \$324,364.00 FOR PROJECT-RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution authorizing the execution of a contract with Garland/DBS, Inc. for the Bush Commemorative Center Roofing Project located at the Midland International Air & Space Port through Omnia Contract PW1925 for a cost of \$1,297,456.00, plus project related expenses of \$324,364.00 for a total project cost of \$1,621,820.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds will be appropriated from Airport Unappropriated Fund Balance and will be appropriated for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Garland/DBS, Inc. assists with construction management support, procurement and delivery for a variety of projects including, Roofing, Masonry, Windows, Doors, Waterproofing, HVAC, Electrical, Plumbing, Lightning protection, Photovoltaic (energy generating), and more. Due to the complexity of this project of handling 100 ft continuous metal panels and shooting them onto the roof using a roll-former, staff determined that working with Garland/DBS, Inc. to provide specifications, plans and bids for the Bush Commemorative Center Roofing Project would be the most expeditious way to complete this project. Garland/DBS, Inc. also participates in the Omnia purchasing cooperative. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Justine Ruff, Airport Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for the Bush Commemorative Center Roofing Project located at the Midland International Air & Space Port with Garland/DBS, Inc. of Cleveland, Ohio through Omnia Contract PW1925 for a cost of \$1,297,456.00, plus project related expenses of \$324,364.00 for a total project cost of \$1,621,820.00.



City Manager's Office



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: June 24, 2025

TO: Regina Stephenson

FROM: Justine Ruff, Director of Airports

SUBJECT: Support memo for the roof repairs at the Bush Commemorative Center at Midland International Air & Space Port.

Purpose:

Support
Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Airport Costs	\$ 1,297,456.00
City/Airport Contingency	\$ 324,364.00
Total	\$ 1,621,820.00

Appropriation Language:

Funds will be appropriated from Airport Unappropriated Fund Balance and will be appropriated for this purpose

Discussion:

During the City Council meeting held on June 10, an agreement was approved with Starfighters Inc. for the use of the George and Barbara Bush Commemorative Center for a 12-month period.

Several areas within the facility were identified as damaged due to ongoing roof leaks. Starfighters Inc. has requested interior improvements to the building as part of their occupancy. The airport staff engaged Garland/DBS, Inc., a vendor under the Omnia cooperative purchasing program, to conduct a comprehensive roof inspection.

The inspection determined that the original roof installation in 2004 was defective, contributing to the current state of deterioration. Garland/DBS noted that repairs will be particularly complex due to the presence of 100-foot continuous metal panels, which will require specialized handling.

The lowest bid for the necessary roof repairs was submitted at \$1,297,456. Once completed, the roof will have a 30-year warranty. The airport intends to complete all roof work prior to initiating any interior improvements to ensure long-term integrity of the facility.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
GARLAND/DBS, INC., THROUGH THE OMNIA
COOPERATIVE, FOR THE BUSH
COMMEMORATIVE CENTER ROOFING PROJECT
FOR A TOTAL COST OF \$1,297,456.00; APPROVING
\$324,364.00 FOR PROJECT-RELATED COSTS; AND
APPROPRIATING FUNDS FOR SAID PROJECT**

WHEREAS, The Omnia Cooperative (“Omnia”) 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, Garland/DBS, Inc., has submitted a total proposed cost to the City of \$1,297,456.00 for the Bush Commemorative Center Roofing Project (the “Project”) through Omnia; and

WHEREAS, the Council finds the price proposed by Garland/DBS, Inc., through Omnia for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Garland/DBS, Inc., for the Project through Omnia; and

WHEREAS, the City Council finds it to be in the public interest to approve \$324,364.00 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 for the Bush Commemorative Center Roofing Project, through Omnia, for a total cost of \$1,297,456.00. 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 sum of \$324,364.00 for project-related costs is hereby approved.

SECTION THREE. That the sum of \$1,621,820.00 is available in the Airport Unappropriated Fund Balance 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 Garland/DBS, Inc., in accordance with the provisions of the above-referenced 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\Omnia - Bush Commemorative Center Roof

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Omnia - Bush Commemorative Center Roof



THE CITY OF MIDLAND

CONTRACT

Contract No. 25005859

THIS CONTRACT, effective the 13th day of July 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Garland/DBS, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 1,297,456.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the Bush Commemorative Center Roofing Project located at the Midland International Air & Space Port. 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 Justine Ruff 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

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 AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials.
PACKET 12-10-2025 August 12, 2025

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

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

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

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

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

17.5. COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, LOSSES, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST COMPANY OR ANY OF ITS EMPLOYEES OR OFFICERS BY THE CITY OR ANY OF ITS EMPLOYEES OR OFFICERS.

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 THE CITY.

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract,
PACKET 12.17 August 12, 2025

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

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

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s)

attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED 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 Garland/DBS, 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

12.21

Notary Public, State of _____ August 12, 2025

EXHIBIT "A"



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Midland
Bush Commemorative Center
9600 Wright Dr
Midland, TX 79706

Date Submitted: 06/11/2025

Proposal #: 25-TX-250632

MICPA # PW1925

TX General Contractor License #: Not Required

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid-R-Mer Span Standing Seam Metal Retro-Fit

1. Infill the gaps between the trapezoidal metal ribs with EPS foam to match the existing height of the ribs (approx. 3 inches).
2. Install IntelliFrame Retrofit framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel clips into the IntelliFrame support braces.
4. Install new R-mer Span 16" 24 gauge Standing Seam panel system.
5. Fabricate and install all new Ridge and Rake trim.

Scope of Work: Add Alternate-2-Ply Mod-Bit Replacement

1. Tear off the old roof down to the wood deck.
2. Mechanically fasten Tapered Poly-Iso insulation system staggering the joints. Taper should be an average R-value of R25 with a 1/4:12 Slope.
3. Adhere 1/2" Densdeck Prime coverboard using insulation adhesive according to the Manufacturers's Wind Uplift Design ribbon pattern.
4. Install new wood nailers on curbs as needed to obtain a minimum 8" flashing height.
5. Install one (1) base ply of StressBase 80 Plus 80 mil base sheet in Weatherking cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" bleed out along the laps.
6. Install one (1) cap ply of StressPly Plus FR Mineral 155 mil cap sheet in Weatherking cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" bleed out along the laps.
7. Remove all old Base flashing and metal coping cap.

8. New wood fiber Cant strip set in mastic to be installed at all vertical surfaces. The field plies should be taken 2 inches above the cant strip.
9. Install 1 ply of StressBase 80 Plus Base Flashing to all vertical surfaces in Weatherking Flashing adhesive at a rate of 4-6 gallons per square. The base ply will be installed up and over the parapet wall extending 6" onto the field from the base of the cant strip.
10. Install 1 ply of StressPly Plus Mineral Cap Base Flashing to all vertical surfaces in Weatherking Flashing Adhesive at a rate of 4-6 gallons per square. The cap ply will be installed to the top of the parapet wall extending 9" onto the field from the base of the cant strip.
11. Install 6" cover strips of StressPly Plus FR Mineral Cap sheet to all Vertical seams.
12. All Base Flashing will be terminated with new aluminum term bar terminated 8" on center. Install slip flashing over termination bar.
13. Install New 24 gauge Metal Coping Cap and install pressure sensitive tape & 6" cover plates at all joints.
14. Internal drains should be sumped.
15. Install all new lead set in mastic around both internal drains.
16. Once all Mod-Bit has been installed, the roof will be coated with 2 coats of Garla-Brite aluminized coating at the rate of .5 gallons per square per coat.

Base Bid - Standing Seam Metal Retro-Fit

Proposal Price Based Upon Market Experience:	\$ 1,207,128
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Garland/DBS Price Based Upon Local Market Competition:

Tri-Lam Roofing & Waterproofing	\$ 1,207,128
FW Walton	\$ 1,240,994
Forster Construction	\$ 1,285,698

Add-Alternate - 2-Ply Mod-Bit Replacement

Proposal Price Based Upon Market Experience:	\$ 52,401
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Garland/DBS Price Based Upon Local Market Competition:

Forster Construction	\$ 52,401
FW Walton	\$ 83,633
Tri-Lam Roofing & Waterproofing	\$ 90,328

Total Combined Price for All Options

Proposal Price Based Upon Market Experience:	\$ 1,297,456
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Garland/DBS Price Based Upon Local Market Competition:

Tri-Lam Roofing & Waterproofing	\$ 1,297,456
FW Walton	\$ 1,324,627
Forster Construction	\$ 1,338,099

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Benjamin Schaefer

Benjamin Schaefer
Garland/DBS, Inc.
(216) 302-3788

SECTION 07 41 13
METAL ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Standing seam metal roofing system.
- B. Standing seam metal roofing accessories.
- C. Metal roofing accessories.

1.2 RELATED SECTIONS

- A. Section 05 31 23 - Steel Roof Decking.
- B. Section 05 40 00 - Cold-Formed Metal Framing
- C. Section 07 22 16 - Roof Board Insulation.
- D. Section 07 52 00 - Modified Bituminous Membrane Roofing
- E. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

- A. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- D. ASTM A 875 - Standard Specification for Steel Sheet, Zinc-5 % Aluminum Alloy-Coated by the Hot-Dip Process
- E. ASTM B 101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction.
- F. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- G. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- I. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- J. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and

Waterproofing.

- K. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
- L. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.
- M. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- N. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- O. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- P. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- Q. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- R. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- S. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
- T. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- U. FM 4470 Approval Standard for Class 1 Panel Roofs.
- V. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.
- W. UL 263 - Fire Tests of Building Constructions and Materials.
- X. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.
- Y. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
- Z. UL 1897 - Uplift Test for Roof Covering Systems.
- AA. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.
- BB. SMACNA - Architectural Sheet Metal Manual.
- CC. National Coil Coating Association (NCCA)
- DD. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Standing Seam Roofing System: R-Mer Span
 - 1. Thermal Expansion and Contraction:
 - a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - b. Design temperature differential shall be not less than 200 degrees F.

- c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 - d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the specified manufacturer. Metal ridge connector may require design as per job conditions by specified manufacturer.
- 2. Uniform Wind Load Capacity:
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Safety Factor: 1.67 after any load reduction or material stress increase.
 - 3) Category III Building with an Importance Factor of 3.
 - 4) Wind Speed: 111 mph.
 - 5) Exposure Category: C.
 - 6) Design Roof Height: 40 feet.
 - 7) Minimum Building Width: 210 feet.
 - 8) Roof Pitch: 2 inches per foot.
 - 9) Roof Area Design Uplift Pressure:
 - a) Zone 1 - Field of roof 42.8 psf.
 - b) Zone 2 - Eaves, ridges, hips, and rakes 59.6 psf.
 - c) Zone 3 - Corners 69.7 psf.
 - b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.
- 3. Uniform Positive Load Capacity.
 - a. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Snow Load of 442 psf.
 - b. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.
- 4. ASTM E 1646: Static pressure water infiltration (roof panels):
 - a. Pressure Result:
 - 1) 5 Gal. /Hr. per S.F. and Static No Leakage
 - 2) Pressure of 20.0 Psf for 15 minutes
- 5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
- 6. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- 7. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
- 8. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.
- 9. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.
- 10. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Submit product data, test reports, and certifications in accordance with quality

assurance and performance requirements specified herein.

- C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.
- D. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
 - 1. Store materials above ground, on skids.
 - 2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.
 - 3. Manufacturer's product crates are designed for transportation only, not intended for loading materials to roof.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. 30 year, no dollar limit, warranty.
 - 1. 30 year, no dollar limit watertight warranty for roofs over a 1/4:12 slope.
 - 2. Provide installers 5 year minimum warranty covering roofing system installation and water-tightness.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Ladd Jackson 806-773-6945 Email: ljackson@garlandco.com
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 STANDING SEAM METAL ROOFING

- A. R-Mer Span:
 - 1. Width of Standing T-Seam Panel: 1 inch T-seam.
 - a. 16 inches.
 - 2. Standing Seam: 2-3/8 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip.
 - 3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel.
 - a. Slope: Open Purlins down to 1/4:12.
 - 4. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
 - 5. Coated Finish:
 - a. Exposed surfaces for coated panels:
 - 1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - 2) Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
 - 6. Accessory Components:
 - a. Fasteners:
 - 1) Concealed fasteners: Corrosion resistant steel fasteners (stainless steel or equal) designed to meet structural loading requirements.
 - 2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.

- b. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
- c. Provide all miscellaneous accessories for complete installation.

2.3 STANDING SEAM METAL ROOFING ACCESSORIES

- A. Insulation:
 - 1. Type: EPS Foam
 - a. Minimum Thickness: 3 inches
 - b. R-value: 17
- B. Framing Components:
 - 1. IntelliFrame Retrofit Furring: Install galvanized or painted steel retrofit furring members over the existing standing seam roof panels. Provide with lower flange and web notched to match the profile of the existing standing seam roof panels. Designed specific for project.
- C. Sealant:
 - 1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
 - 2. Exposed Applications: UV Resistant Tripolymer Sealant - Geocel Corporation, 2300 Tripolymer Sealant, or equal.

2.4 METAL ROOFING ACCESSORIES

- A. R-Mer SS Sheet Stock:
 - 1. Material and Thickness:
 - a. 24 gauge steel

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive metal roofing. Notify the Manufacture in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.
- B. Structural Framing Substrate:
 - 1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.
- C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.
- D. Correct defective conditions before beginning work.

3.2 INSTALLATION

- A. Install metal roof system in conformance with the NRCA Roofing and Waterproofing Manual, SMACNA Architectural Sheet Metal Manual, Manufacturers approved shop drawings and installation requirements.
- B. Manufacturer to provide panels specific to the project. Fabrication of the panels by the installing contractor is prohibited.
- C. Coordinate with installation of rigid board insulation as specified in Section 07 25 00 - WeatherBarriers.

- D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.
- E. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
- F. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.
- G. Where not otherwise indicated conform to SMACNA details including flashings and trim.
- H. Install sealants where indicated to clean dry surfaces only without skips or voids.
- I. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.
- J. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 52 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cold Applied 2-Ply Asphalt Roofing (StressPly). (2.2.)(3.4)
- B. Accessories. (2.12)

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 22 16 - Roof Board Insulation.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

- A. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- B. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- C. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- D. ASTM D 412 - Tensile Test on Rubber and Elastomers.
- E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- F. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- G. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- H. ASTM D 3019 - Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, and Fibered.
- I. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- J. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- K. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- L. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- M. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- N. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

- O. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- P. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- Q. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- R. Factory Mutual Research (FM): Roof Assembly Classifications.
- S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- V. Intertek/Warnock Hersey (WH): Fire Hazard Classifications.
- W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- X. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Y. UL - Fire Resistance Directory.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Underwriters Laboratory Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) IV
 - 3) Importance Factor of:
 - a) 2.0
 - 4) Wind Speed: 116 mph
 - 5) Exposure Category:
 - a) C.
 - 6) Design Roof Height: 40 feet.
 - 7) Minimum Building Width: 10 feet.
 - 8) Roof Pitch: 1/4 :12.
 - 9) Roof Area Design Uplift Pressure:
 - a) Zone 1' Interior Field of Roof 26.6psf
 - b) Zone 1 - Field of roof 41.3 psf
 - c) Zone 2 - Eaves, ridges, hips and rakes 52.3 psf
 - d) Zone 3 - Corners 68.8 psf
 - 2. Live Load: Not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

- D. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1.
 - 2. International Code Council Evaluation Service (ICC-ES):
 - a. Membrane Systems
 - 1) ESR
 - b. Roofing Underlayments
 - 1) Garland Underlayments ESR-
 - 2) Surfacing UDL ESR-
 - 3.
 - 4. Underwriters Laboratories:
 - a. Certification TGFU.R
 - 5.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- F. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 73 deg. F. Tests at 0 deg. F will not be considered.
- G. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- H. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience

and must not have been in Chapter 11 bankruptcy during the last five years.

- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present 1 day per week during the roof system installation.
- F. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- G. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and

below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 30 years from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Ladd Jackson 806-773-6945 Ljackson@garlandco.com
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.
- D. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 - 1. Bidder will not be allowed to change materials after the bid opening date.
 - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
 - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
 - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which

- consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
- 4. Architect/ Owner reserves the right to act as the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that have met ALL specified requirement criteria.
- 5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor's request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY ROOF SYSTEM - STRESSPLY

- A. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressBase 80 Plus:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressPly Plus FR Mineral:
- C. Interply Adhesive: (1 and 2)
 - 1. Weatherking:
- D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressBase 80 Plus:
- E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressPly Plus FR Mineral:
- F. Flashing Ply Adhesive:
 - 1. Weatherking Flashing Adhesive:
- G. Surfacing: Requires minimum 30-day wait before applying.
 - 1. Surface Coatings:
 - a. Garla-Brite:

2.3 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07 22 16.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 - 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Wood Deck:
 - 1. Dimensional wood deck shall be minimum 1 inch thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
 - 2. Plywood shall be a minimum 15/32 inch thick and conform to the standards and installation requirements of the American Plywood Association (APA).
 - 3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.
 - 4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
 - 5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
 - 6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches beyond the metal in all directions. Nail in place before applying the base ply.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must

be replaced with roll from a heated storage area.

- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

- A. Base Ply: Cut base ply sheets into 18-foot lengths and allow plies to relax before installing. Install base sheet in interply adhesive applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
 - 1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 - 2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 - 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
 - 4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 - 5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 - 6. Install base flashing ply to all perimeter and projection details.
 - 7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.
- B. Modified Cap Ply(s): Cut cap ply sheets into 18-foot lengths and allow plies to relax before installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
 - 1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 - 2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 - 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
 - 4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 - 5. Extend membrane 2 inches beyond top edge of all cants in full mopping's of the cold adhesive as shown on the Drawings.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as

specified in Section 06 11 00.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o.c. to achieve constant compression. Provide suitable sealant at the top edge if required.
- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) o.c. and sealed at top.
 5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.
- H. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.

5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.
- I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.
- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

- A. Base (Ply) Sheet:
 1. StressBase 80 Plus: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing

base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.

- a. Tensile Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 140 lbf/in XD 100 lbf/in
 - b. Tear Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 130 lbf XD 100 lbf
 - c. Elongation at Maximum Tensile, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 6163, Passes -40 deg. F (-40 deg. C)
- B. Modified Cap (Ply) Sheet:
1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
- C. Interply Adhesive:
1. Weatherking: Rubberized, polymer modified cold process asphalt roofing bitumen V.O.C. compliant ASTM D 3019. Performance Requirements:
 - a. Non-Volatile Content ASTM D 4479 70%
 - b. Density ASTM D1475 8.9 lbs./gal.
 - c. Viscosity Stormer ASTM D562 400-500 grams
 - d. Flash Point ASTM D 93 100 deg. F min.
 - e. Slope: up to 3:12
- D. Flashing Base Ply:
1. StressBase 80 Plus: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.
 - a. Tensile Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 140 lbf/in XD 100 lbf/in
 - b. Tear Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 130 lbf XD 100 lbf
 - c. Elongation at Maximum Tensile, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 6163, Passes -40 deg. F (-40 deg. C)
- E. Flashing Cap (Ply) Sheet:
1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F
- F. Flashing Ply Adhesive:
1. Weatherking Flashing Adhesive: Brush grade flashing adhesive.

- a. Non-Volatile Content ASTM D 4479 70% min.
- b. Density ASTM D 1475 8.6 lbs./gal. (1kg/l)
- c. Flash Point ASTM D 93 100 deg. F (37 deg. C)

G. Surfacing:

1. Surface Coatings:

a. Surfacing:

- 1) Garla-Brite: ASTM D 2824 aluminum coating non-fibered aluminum roof coating non-fibered aluminum roof coating having the following characteristics:
 - a) Flash Point 103 deg. F min.
 - b) Weight/Gallon 8.51 lbs./gal. (1.0 g/cm³)

END OF SECTION



City of Midland - Bush Commemorative Center Re-Roof Project



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Midland, TX 79706



A-1

Key

- A-1 Cover Page
- A-2 Campus Plan Overview
- A-3 Roof Section Scope of Work
- A-4,5 Metal SS Details
- A-6 Flat Roof Details
- A-7 Wind Uplift
- A-8 Fastening & Adhesive Pattern

12.44



Location Map

August 12, 2025



West View



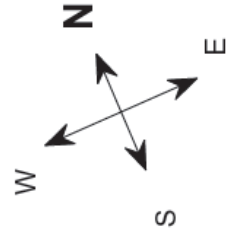
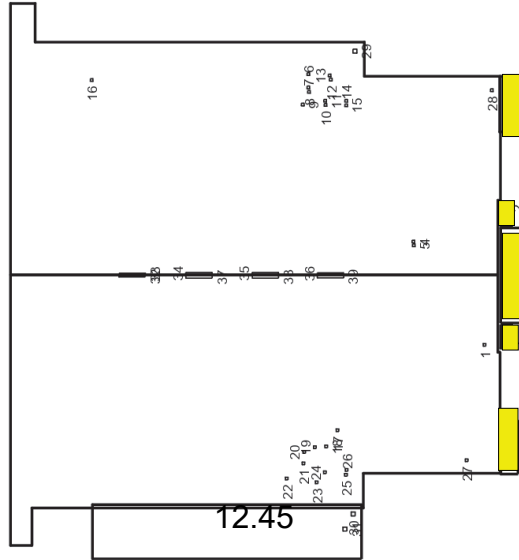
Garland/DBS, Inc.

3800 East 91st Street • Cleveland, Ohio 44105
Phone: 866-327-0306 • Fax: 216-641-0633
www.design-buildsolutions.com





Building Drawing



August 12, 2025

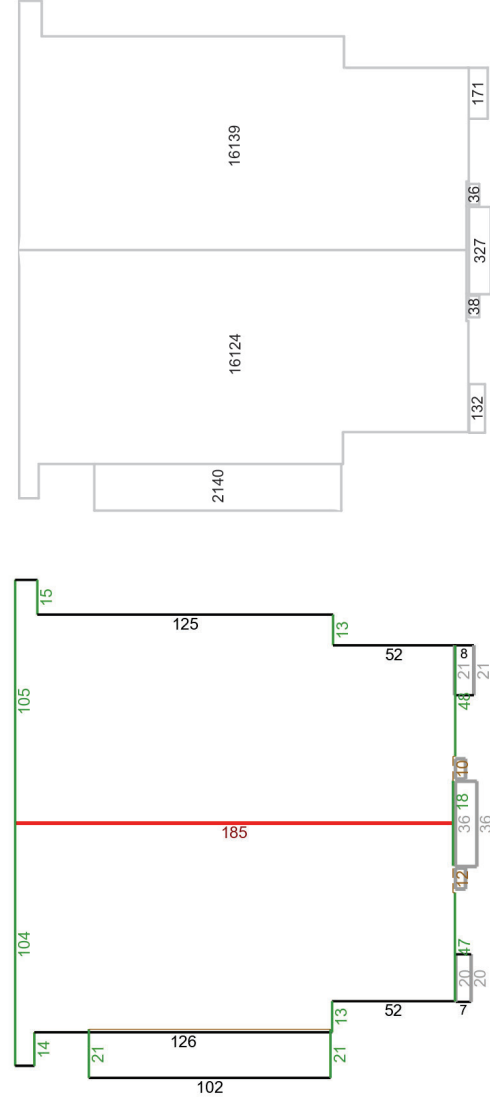
Campus Plan Overview

R-Mer Span SS

Trapezoidal Standing Seam
34,403 Sq. Ft

Cold Process-Weatherking
StressBase 80/StressPly Plus FR Mineral

Mod-Bit Low Slope
704 Sq. Ft.



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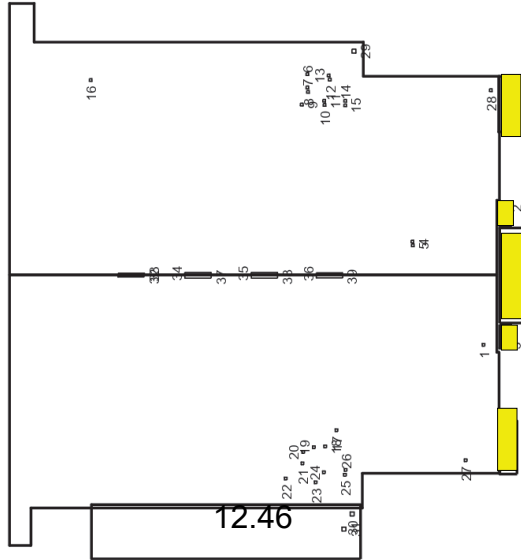
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Midland, TX 79706



A-2



Building Drawing



R-Mer Span SS

Trapezoidal Standing Seam 34,403 Sq. Ft

Cold Process - Mod-Bit Mineral

Mod-Bit Low Slope 704 Sq. Ft.

Roof Section Scope of Work

Metal SS Trapezoidal Roofs

R-mer Span Standing Seam Metal Retro-fit - 30 year NDL Warranty

Scope of Work:

1. Infill the gaps between the trapezoidal metal ribs with EPS foam to match the existing height of the ribs (approx. 3 inches).
2. Install IntelliFrame Retrofit Framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel clips into the IntelliFrame support braces
4. Install new R-mer Span 16" 24 gauge Standing Seam panel system
5. Fabricate and install all new Ridge and Rake trim.

Flat Roofs

2 Ply Mod-Bit Replacement - 30 year NDL Warranty

Scope of Work:

1. Tear off the old roof down to the Wood deck.
2. Mechanically fasten Tapered Poly-Iso Insulation system staggering the joints. Taper should be an average R-value of R25 with a 1/4"12 Slope.
3. Adhere 1/2" Densideck Prime coverboard using insulation adhesive according to the Manufacturer's Wind Uplift Design ribbon pattern.
4. Install new wood nailers on curbs as needed to obtain a minimum 8" flashing height
5. Install one (1) base ply of StressBase 80 Plus 80 mil base sheet in Weathering cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" of bleed out along the laps.
6. Install one (1) cap ply of StressPly Plus FR Mineral 155 mil cap sheet in Weathering cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" of bleed out along the laps.
7. Remove all old Base flashing and metal coping cap.
8. New wood fiber Cant strip set in mastic to be installed at all vertical surfaces. The field piles should be taken 2 inches above the cant strip.
9. Install 1 ply of StressBase 80 Plus Base Flashing to all vertical surfaces in Weathering Flashing adhesive at a rate of 4-6 gallons per square. The base ply will be installed up and over the parapet wall extending 6" onto the field from the base of the cant strip.
10. Install 1 ply of StressPly Plus Mineral Cap Base Flashing to all vertical surfaces in Weathering Flashing adhesive at a rate of 4-6 gallons per square. The cap ply will be installed to the top of the parapet wall extending 9" onto the field from the base of the cant strip.
11. Install 6" cover strips of StressPly Plus FR Mineral Cap sheet to all Vertical seams.
12. All Base flashing will be terminated with new aluminum term bar terminated 8" on center. Install slip flashing over termination bar.
13. Install New 24 gauge Metal Copping Cap and install pressure sensitive tape & 6" cover plates at all joints.
14. Internal drains should be sumped.
15. Install all new lead set in mastic around both internal drains.
16. Once all Mod-Bit has been installed, the roof will be coated with 2 coats of Garla-Brite aluminized coating at a rate of .5 gallon per square per coat.



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A-3

Metal SS - R-mer Span Retro-fit Details



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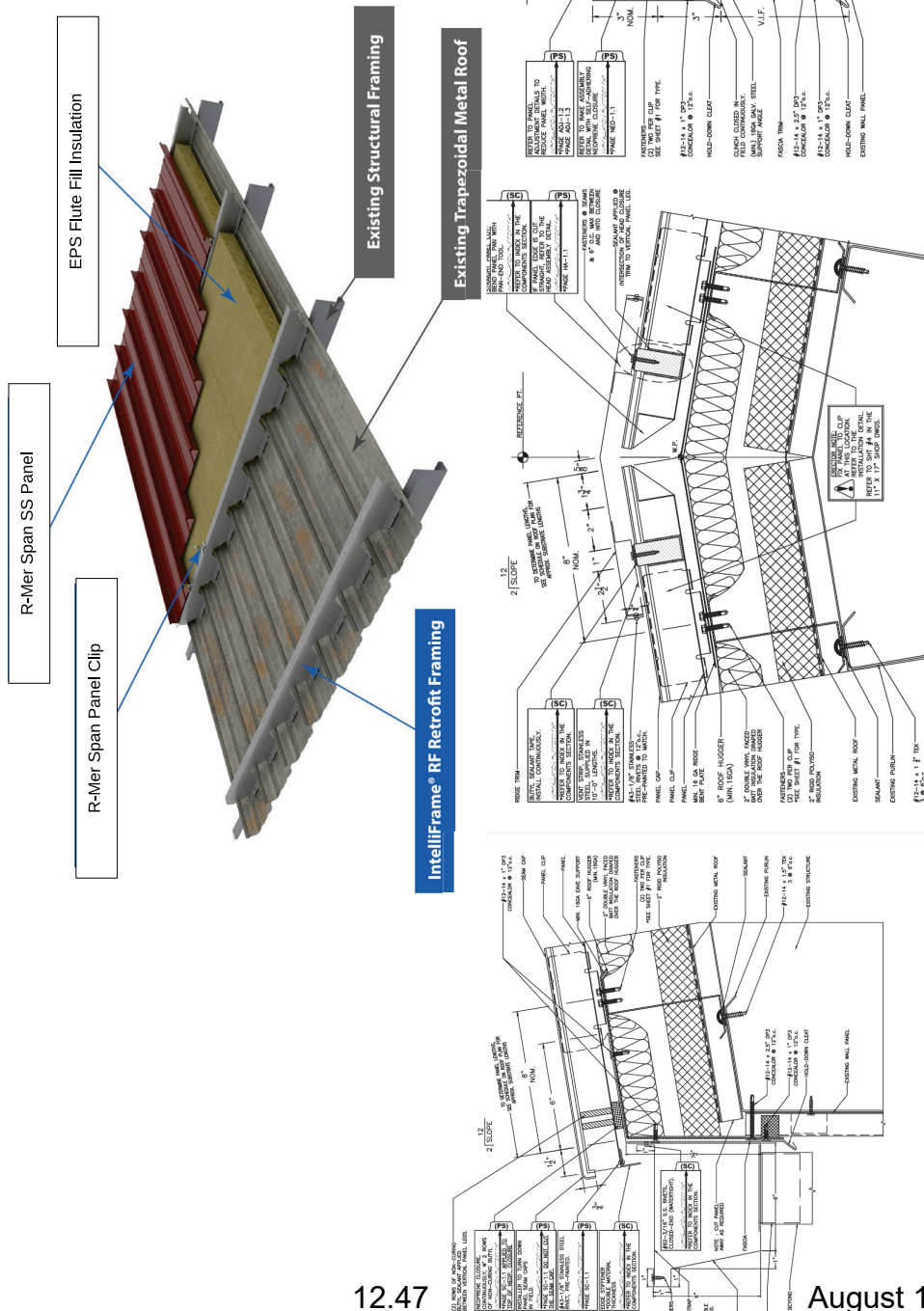
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A-4



C RAKE DETAIL
5 ARCH. REF. : NA

5 FIXED VENTED RIDGE DETAIL
ARCH. REF. : NA

2
A-2 EXPANDING EAVE WITH GUTTER DETAIL
4 ARCH. REF. : NA

Metal SS - R-mer Span Retro-fit Details Cont.



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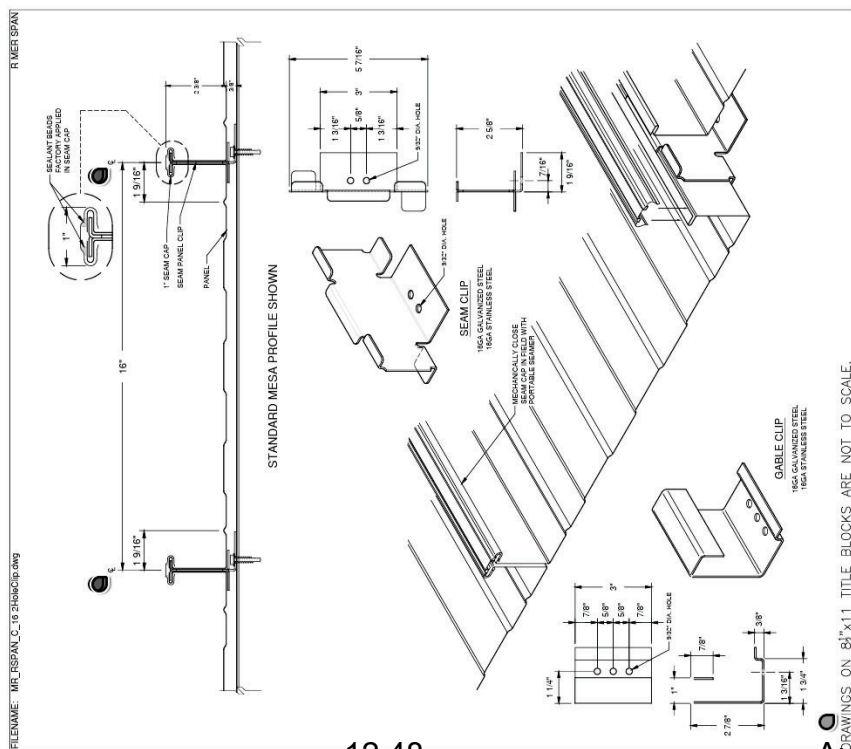
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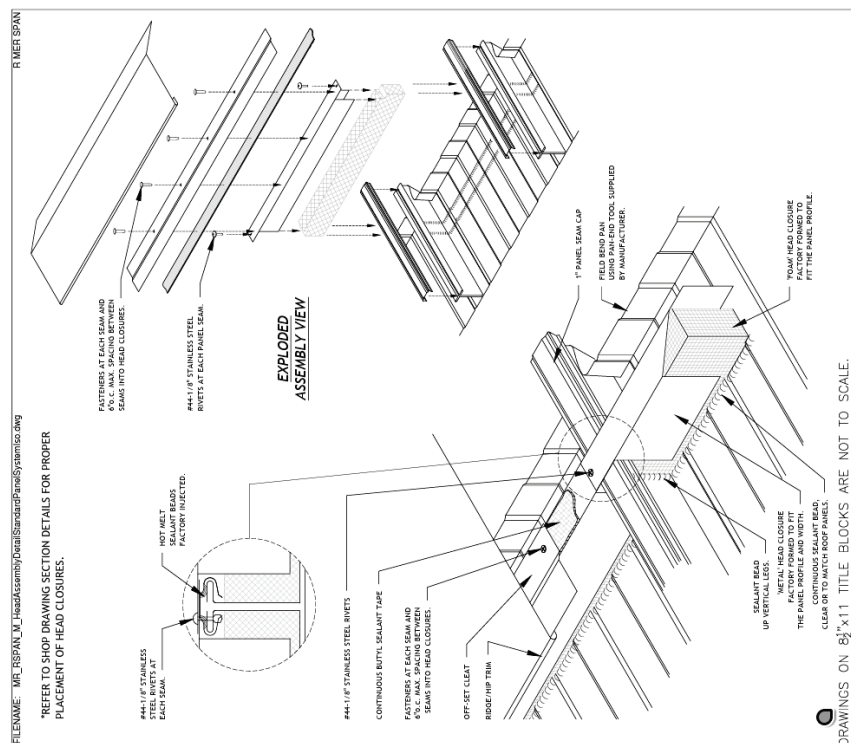
A-5



16" PANEL 2 HOLE CLIP

	THE GARLAND COMPANY, INC.	
	GARLAND CANADA, INC.	
	THE GARLAND COMPANY UK, LTD	
	PROJECT:	
	CUSTOMER:	
ARCHITECT:		
REPRESENTATIVE:		
DATE:	SHT: OF	

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DRAWINGS ON 8 1/2" x 11" TITLE BLOCKS ARE NOT TO SCALE.

HEAD ASSEMBLY DETAIL - STANDARD PANEL SYSTEM

	THE GARLAND COMPANY, INC.		PROJECT:	
	GARLAND CANADA, INC.		CUSTOMER:	
	THE GARLAND COMPANY UK, LTD		ARCHITECT:	
			REPRESENTATIVE:	
			DATE:	SHT: OF

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Flat Roofs - 2 Ply Mod-Bit in Cold Details



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3/16 MOD-BIT

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3/16 MOD-BIT

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Wind Uplift Calculations



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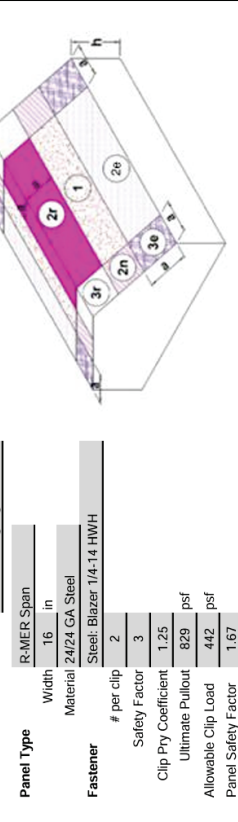
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HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS
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Preliminary Pressure Calculations

Date: 5/22/2025
Sales Rep: Ladd Jackson
City: Midland
State: TX

Project Name: City of Midland - Bush Commemorative
Roof Sections: SS Roof

Design Code	ASCE 7-16	ASD	16.8	psf	Gable	Cgpi = 0.55
Exposure Category	C					
Risk Category	III					
Wind Speed	111	mph				
Design Roof Height:	40	ft				
Minimum Building Width:	210	ft				
Roof Pitch (X: Y)	2 : 12					
Roof Angle	9.46	deg				
Parapet ≥ 36" Entire Roof	No					
Deck Type	Open Framing					
Deck Thickness	16 gauge					



Zone Pressures (psf)									
Zone 1	Zone 2a	Zone 2b	Zone 2c	Zone 2d	Zone 3a	Zone 3b	Zone 3c	Zone 3d	Wall Corner
42.8	42.8	59.6	59.6	59.6	59.6	59.6	59.6	59.6	32.7

Clip Spacing ft / in				
Zone 1	Zone 2a	Zone 2b	Zone 2c	Zone 2d
5'-0"	5'-0"	5'-0"	5'-0"	5'-0"

Notes:

Clips to be fastened into min. 16 gauge IntelliFrame RF z-girts at max. spacing above. Use (3) fasteners and continuous clips in Zone 3r to meet existing open framing spacing of 5'-0" O/C.

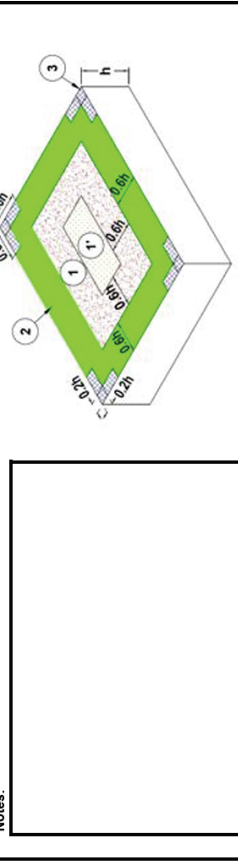
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HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS
3800 EAST 91ST STREET CLEVELAND, OHIO 44105-2197
P. (216) 641-7500 F. (216) 641-0633 800-321-9336 www.garlandco.com

Preliminary Pressure Calculations

Date: 6/5/2025
Sales Rep: Ladd Jackson
City: Midland
State: TX

Project Name: City of Midland - Bush Commemorative
Roof Sections: Flat Roofs

Design Code	ASCE 7-16	ASD	18.3	psf	Gable	Cgpi = 0.55
Exposure Category	C					
Risk Category	IV					
Wind Speed	116	mph				
Design Roof Height:	40	ft				
Minimum Building Width:	10	ft				
Roof Pitch (X: Y)	0.25 : 12					
Roof Angle	1.19	deg				
Parapet ≥ 36" Entire Roof	No					
Deck Type	Wood					
Deck Thickness						



Zone Pressures (psf)				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
26.6	41.3	52.3	68.8	32.2

Notes:



Fastening and Adhesive Pattern



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com



City of Midland-Bush Commemorative Center
9600 Wright Dr.
Midland, TX 79706



A-8

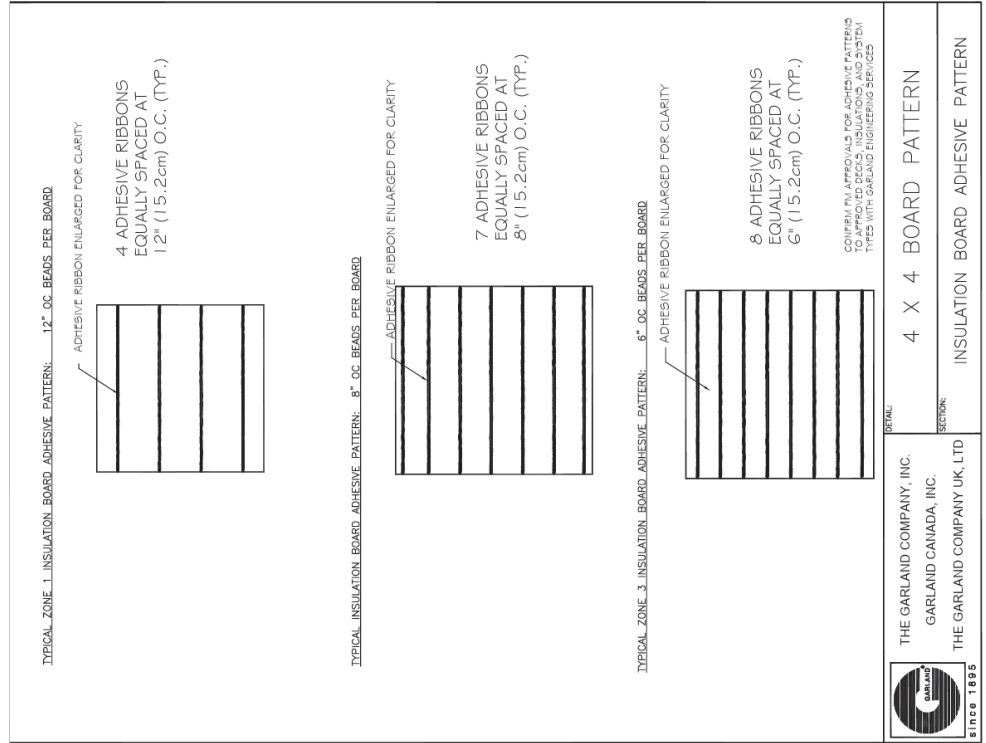
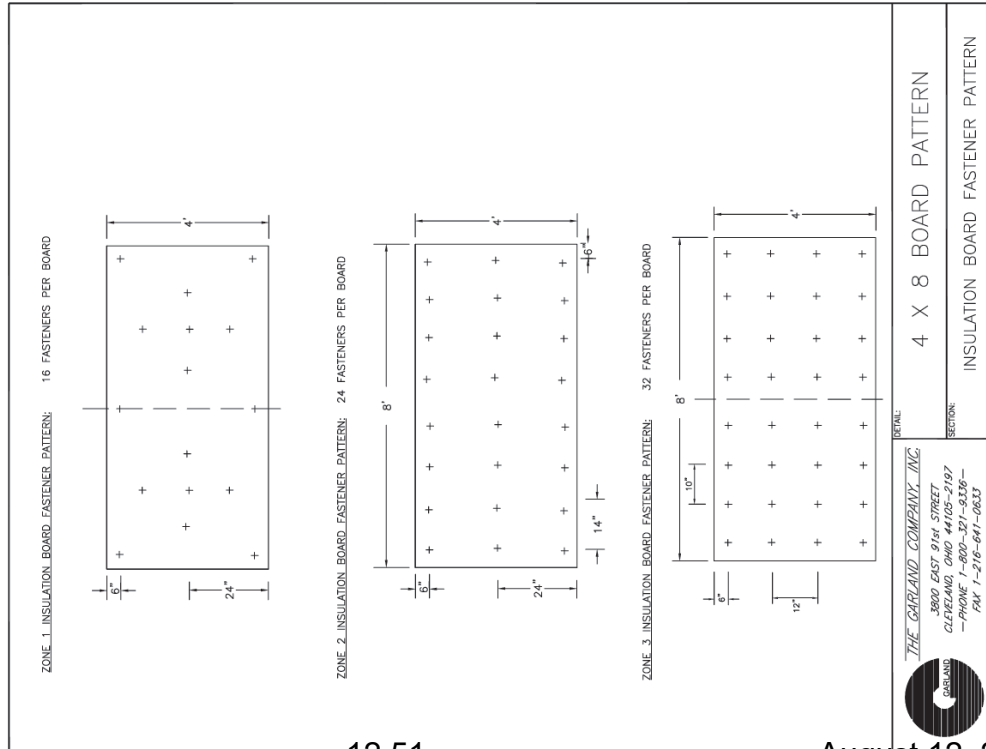


EXHIBIT C

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.

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

ENGI0178-005 06/01/2020

IRON0084-011 06/01/2023

PLUM0404-001 09/01/2022

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"



THE CITY OF MIDLAND

CONTRACT

Contract No. 25005859

THIS CONTRACT, effective the 13th day of July 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Garland/DBS, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 1,297,456.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the Bush Commemorative Center Roofing Project located at the Midland International Air & Space Port. 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 Justine Ruff 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 12.65 August 12, 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 12.66 August 12, 2025

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

8.1. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials.
PACKET 12-67 August 12, 2025

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY’s surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY \$500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel

this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

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

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

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

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

17.5. COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, COSTS

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 THE CITY.

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract,
PACKET 12.74 August 12, 2025

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

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

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s)

attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED 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 Garland/DBS, 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

12.78

Notary Public, State of _____ August 12, 2025

EXHIBIT "A"



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Midland
Bush Commemorative Center
9600 Wright Dr
Midland, TX 79706

Date Submitted: 06/11/2025

Proposal #: 25-TX-250632

MICPA # PW1925

TX General Contractor License #: Not Required

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid-R-Mer Span Standing Seam Metal Retro-Fit

1. Infill the gaps between the trapezoidal metal ribs with EPS foam to match the existing height of the ribs (approx. 3 inches).
2. Install IntelliFrame Retrofit framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel clips into the IntelliFrame support braces.
4. Install new R-mer Span 16" 24 gauge Standing Seam panel system.
5. Fabricate and install all new Ridge and Rake trim.

Scope of Work: Add Alternate-2-Ply Mod-Bit Replacement

1. Tear off the old roof down to the wood deck.
2. Mechanically fasten Tapered Poly-Iso insulation system staggering the joints. Taper should be an average R-value of R25 with a 1/4:12 Slope.
3. Adhere 1/2" Densdeck Prime coverboard using insulation adhesive according to the Manufacturers's Wind Uplift Design ribbon pattern.
4. Install new wood nailers on curbs as needed to obtain a minimum 8" flashing height.
5. Install one (1) base ply of StressBase 80 Plus 80 mil base sheet in Weatherking cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" bleed out along the laps.
6. Install one (1) cap ply of StressPly Plus FR Mineral 155 mil cap sheet in Weatherking cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" bleed out along the laps.
7. Remove all old Base flashing and metal coping cap.

8. New wood fiber Cant strip set in mastic to be installed at all vertical surfaces. The field plies should be taken 2 inches above the cant strip.
9. Install 1 ply of StressBase 80 Plus Base Flashing to all vertical surfaces in Weatherking Flashing adhesive at a rate of 4-6 gallons per square. The base ply will be installed up and over the parapet wall extending 6" onto the field from the base of the cant strip.
10. Install 1 ply of StressPly Plus Mineral Cap Base Flashing to all vertical surfaces in Weatherking Flashing Adhesive at a rate of 4-6 gallons per square. The cap ply will be installed to the top of the parapet wall extending 9" onto the field from the base of the cant strip.
11. Install 6" cover strips of StressPly Plus FR Mineral Cap sheet to all Vertical seams.
12. All Base Flashing will be terminated with new aluminum term bar terminated 8" on center. Install slip flashing over termination bar.
13. Install New 24 gauge Metal Coping Cap and install pressure sensitive tape & 6" cover plates at all joints.
14. Internal drains should be sumped.
15. Install all new lead set in mastic around both internal drains.
16. Once all Mod-Bit has been installed, the roof will be coated with 2 coats of Garla-Brite aluminized coating at the rate of .5 gallons per square per coat.

Base Bid - Standing Seam Metal Retro-Fit

Proposal Price Based Upon Market Experience:	\$ 1,207,128
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Garland/DBS Price Based Upon Local Market Competition:

Tri-Lam Roofing & Waterproofing	\$ 1,207,128
FW Walton	\$ 1,240,994
Forster Construction	\$ 1,285,698

Add-Alternate - 2-Ply Mod-Bit Replacement

Proposal Price Based Upon Market Experience:	\$ 52,401
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Garland/DBS Price Based Upon Local Market Competition:

Forster Construction	\$ 52,401
FW Walton	\$ 83,633
Tri-Lam Roofing & Waterproofing	\$ 90,328

Total Combined Price for All Options

Proposal Price Based Upon Market Experience:	\$ 1,297,456
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Garland/DBS Price Based Upon Local Market Competition:

Tri-Lam Roofing & Waterproofing	\$ 1,297,456
FW Walton	\$ 1,324,627
Forster Construction	\$ 1,338,099

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Benjamin Schaefer

Benjamin Schaefer
Garland/DBS, Inc.
(216) 302-3788

SECTION 07 41 13
METAL ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Standing seam metal roofing system.
- B. Standing seam metal roofing accessories.
- C. Metal roofing accessories.

1.2 RELATED SECTIONS

- A. Section 05 31 23 - Steel Roof Decking.
- B. Section 05 40 00 - Cold-Formed Metal Framing
- C. Section 07 22 16 - Roof Board Insulation.
- D. Section 07 52 00 - Modified Bituminous Membrane Roofing
- E. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

- A. ASTM A 240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- D. ASTM A 875 - Standard Specification for Steel Sheet, Zinc-5 % Aluminum Alloy-Coated by the Hot-Dip Process
- E. ASTM B 101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction.
- F. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- G. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- I. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- J. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and

Waterproofing.

- K. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
- L. ASTM E 84 - Standard Test for Surface Burning Characteristics of Building Materials.
- M. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- N. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- O. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- P. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- Q. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- R. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- S. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
- T. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- U. FM 4470 Approval Standard for Class 1 Panel Roofs.
- V. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.
- W. UL 263 - Fire Tests of Building Constructions and Materials.
- X. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.
- Y. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
- Z. UL 1897 - Uplift Test for Roof Covering Systems.
- AA. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.
- BB. SMACNA - Architectural Sheet Metal Manual.
- CC. National Coil Coating Association (NCCA)
- DD. NRCA - The NRCA Roofing and Waterproofing Manual.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Standing Seam Roofing System: R-Mer Span
 - 1. Thermal Expansion and Contraction:
 - a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - b. Design temperature differential shall be not less than 200 degrees F.

- c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 - d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the specified manufacturer. Metal ridge connector may require design as per job conditions by specified manufacturer.
- 2. Uniform Wind Load Capacity:
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Safety Factor: 1.67 after any load reduction or material stress increase.
 - 3) Category III Building with an Importance Factor of 3.
 - 4) Wind Speed: 111 mph.
 - 5) Exposure Category: C.
 - 6) Design Roof Height: 40 feet.
 - 7) Minimum Building Width: 210 feet.
 - 8) Roof Pitch: 2 inches per foot.
 - 9) Roof Area Design Uplift Pressure:
 - a) Zone 1 - Field of roof 42.8 psf.
 - b) Zone 2 - Eaves, ridges, hips, and rakes 59.6 psf.
 - c) Zone 3 - Corners 69.7 psf.
 - b. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.
- 3. Uniform Positive Load Capacity.
 - a. Installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Snow Load of 442 psf.
 - b. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system.
- 4. ASTM E 1646: Static pressure water infiltration (roof panels):
 - a. Pressure Result:
 - 1) 5 Gal. /Hr. per S.F. and Static No Leakage
 - 2) Pressure of 20.0 Psf for 15 minutes
- 5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
- 6. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- 7. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
- 8. Installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.
- 9. Water penetration in low slope applications: No water penetration or panel movement when subject to 6 inch head of water for 6 hours when tested in accordance with the ASTM E 2140 and when subject to 6 inch head of water for 7 days when tested in accordance with the TAS 114 appendix G.
- 10. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Submit product data, test reports, and certifications in accordance with quality

assurance and performance requirements specified herein.

- C. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.
- D. Shop Drawings: Prepared specifically for this project; showing dimensions of metal roofing and accessories, fastening details and connections and interface with other products.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
 - 1. Store materials above ground, on skids.
 - 2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.
 - 3. Manufacturer's product crates are designed for transportation only, not intended for loading materials to roof.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. 30 year, no dollar limit, warranty.
 - 1. 30 year, no dollar limit watertight warranty for roofs over a 1/4:12 slope.
 - 2. Provide installers 5 year minimum warranty covering roofing system installation and water-tightness.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Ladd Jackson 806-773-6945 Email: ljackson@garlandco.com
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 STANDING SEAM METAL ROOFING

- A. R-Mer Span:
 - 1. Width of Standing T-Seam Panel: 1 inch T-seam.
 - a. 16 inches.
 - 2. Standing Seam: 2-3/8 inch tall mechanically seamed with factory installed hot melt sealant in-seam cap. Panel/Cap is configured with a total of 4 layers of metal surrounding anchor clip.
 - 3. Panel Profile: Provided with minimum 1-1/2 inches wide elevated mesa's every 2 inches on center continuous throughout panel.
 - a. Slope: Open Purlins down to 1/4:12.
 - 4. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
 - 5. Coated Finish:
 - a. Exposed surfaces for coated panels:
 - 1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - 2) Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
 - 6. Accessory Components:
 - a. Fasteners:
 - 1) Concealed fasteners: Corrosion resistant steel fasteners (stainless steel or equal) designed to meet structural loading requirements.
 - 2) Exposed fasteners: Series 410 stainless steel fasteners or 1/8 inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.

- b. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
- c. Provide all miscellaneous accessories for complete installation.

2.3 STANDING SEAM METAL ROOFING ACCESSORIES

- A. Insulation:
 - 1. Type: EPS Foam
 - a. Minimum Thickness: 3 inches
 - b. R-value: 17
- B. Framing Components:
 - 1. IntelliFrame Retrofit Furring: Install galvanized or painted steel retrofit furring members over the existing standing seam roof panels. Provide with lower flange and web notched to match the profile of the existing standing seam roof panels. Designed specific for project.
- C. Sealant:
 - 1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
 - 2. Exposed Applications: UV Resistant Tripolymer Sealant - Geocel Corporation, 2300 Tripolymer Sealant, or equal.

2.4 METAL ROOFING ACCESSORIES

- A. R-Mer SS Sheet Stock:
 - 1. Material and Thickness:
 - a. 24 gauge steel

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive metal roofing. Notify the Manufacture in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.
- B. Structural Framing Substrate:
 - 1. Verify primary and secondary framing members are installed and fastened, properly aligned and sloped.
- C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.
- D. Correct defective conditions before beginning work.

3.2 INSTALLATION

- A. Install metal roof system in conformance with the NRCA Roofing and Waterproofing Manual, SMACNA Architectural Sheet Metal Manual, Manufacturers approved shop drawings and installation requirements.
- B. Manufacturer to provide panels specific to the project. Fabrication of the panels by the installing contractor is prohibited.
- C. Coordinate with installation of rigid board insulation as specified in Section 07 25 00 - WeatherBarriers.

- D. Install all panels continuous from ridge to eave. Transverse seams are not permitted.
- E. Panel lengths that exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
- F. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap, if required, and at trim details in accordance with the Manufacturer's requirements.
- G. Where not otherwise indicated conform to SMACNA details including flashings and trim.
- H. Install sealants where indicated to clean dry surfaces only without skips or voids.
- I. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.
- J. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 52 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cold Applied 2-Ply Asphalt Roofing (StressPly). (2.2.)(3.4)
- B. Accessories. (2.12)

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 22 16 - Roof Board Insulation.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.3 REFERENCES

- A. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- B. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- C. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- D. ASTM D 412 - Tensile Test on Rubber and Elastomers.
- E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- F. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- G. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- H. ASTM D 3019 - Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, and Fibered.
- I. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- J. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- K. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- L. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- M. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- N. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

- O. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- P. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- Q. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- R. Factory Mutual Research (FM): Roof Assembly Classifications.
- S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- V. Intertek/Warnock Hersey (WH): Fire Hazard Classifications.
- W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- X. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Y. UL - Fire Resistance Directory.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Underwriters Laboratory Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) IV
 - 3) Importance Factor of:
 - a) 2.0
 - 4) Wind Speed: 116 mph
 - 5) Exposure Category:
 - a) C.
 - 6) Design Roof Height: 40 feet.
 - 7) Minimum Building Width: 10 feet.
 - 8) Roof Pitch: 1/4 :12.
 - 9) Roof Area Design Uplift Pressure:
 - a) Zone 1' Interior Field of Roof 26.6psf
 - b) Zone 1 - Field of roof 41.3 psf
 - c) Zone 2 - Eaves, ridges, hips and rakes 52.3 psf
 - d) Zone 3 - Corners 68.8 psf
 - 2. Live Load: Not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

- D. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1.
 - 2. International Code Council Evaluation Service (ICC-ES):
 - a. Membrane Systems
 - 1) ESR
 - b. Roofing Underlayments
 - 1) Garland Underlayments ESR-
 - 2) Surfacing UDL ESR-
 - 3.
 - 4. Underwriters Laboratories:
 - a. Certification TGFU.R
 - 5.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- F. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 73 deg. F. Tests at 0 deg. F will not be considered.
- G. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- H. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience

and must not have been in Chapter 11 bankruptcy during the last five years.

- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present 1 day per week during the roof system installation.
- F. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- G. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and

below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 30 years from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com. Ladd Jackson 806-773-6945 Ljackson@garlandco.com
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.
- D. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 - 1. Bidder will not be allowed to change materials after the bid opening date.
 - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
 - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
 - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which

- consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
- 4. Architect/ Owner reserves the right to act as the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that have met ALL specified requirement criteria.
- 5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor's request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY ROOF SYSTEM - STRESSPLY

- A. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressBase 80 Plus:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressPly Plus FR Mineral:
- C. Interply Adhesive: (1 and 2)
 - 1. Weatherking:
- D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressBase 80 Plus:
- E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressPly Plus FR Mineral:
- F. Flashing Ply Adhesive:
 - 1. Weatherking Flashing Adhesive:
- G. Surfacing: Requires minimum 30-day wait before applying.
 - 1. Surface Coatings:
 - a. Garla-Brite:

2.3 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07 22 16.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 - 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Wood Deck:
 - 1. Dimensional wood deck shall be minimum 1 inch thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
 - 2. Plywood shall be a minimum 15/32 inch thick and conform to the standards and installation requirements of the American Plywood Association (APA).
 - 3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.
 - 4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
 - 5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
 - 6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches beyond the metal in all directions. Nail in place before applying the base ply.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must

be replaced with roll from a heated storage area.

- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

- A. Base Ply: Cut base ply sheets into 18-foot lengths and allow plies to relax before installing. Install base sheet in interply adhesive applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
 - 1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 - 2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 - 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
 - 4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 - 5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 - 6. Install base flashing ply to all perimeter and projection details.
 - 7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.
- B. Modified Cap Ply(s): Cut cap ply sheets into 18-foot lengths and allow plies to relax before installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
 - 1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 - 2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 - 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
 - 4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 - 5. Extend membrane 2 inches beyond top edge of all cants in full mopping's of the cold adhesive as shown on the Drawings.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as

specified in Section 06 11 00.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o.c. to achieve constant compression. Provide suitable sealant at the top edge if required.
- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) o.c. and sealed at top.
 5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.
- H. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.

5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.
- I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.
- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

- A. Base (Ply) Sheet:
 1. StressBase 80 Plus: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing

base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.

- a. Tensile Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 140 lbf/in XD 100 lbf/in
 - b. Tear Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 130 lbf XD 100 lbf
 - c. Elongation at Maximum Tensile, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 6163, Passes -40 deg. F (-40 deg. C)
- B. Modified Cap (Ply) Sheet:
1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
- C. Interply Adhesive:
1. Weatherking: Rubberized, polymer modified cold process asphalt roofing bitumen V.O.C. compliant ASTM D 3019. Performance Requirements:
 - a. Non-Volatile Content ASTM D 4479 70%
 - b. Density ASTM D1475 8.9 lbs./gal.
 - c. Viscosity Stormer ASTM D562 400-500 grams
 - d. Flash Point ASTM D 93 100 deg. F min.
 - e. Slope: up to 3:12
- D. Flashing Base Ply:
1. StressBase 80 Plus: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 6163.
 - a. Tensile Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 140 lbf/in XD 100 lbf/in
 - b. Tear Strength, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 130 lbf XD 100 lbf
 - c. Elongation at Maximum Tensile, ASTM D 6163
 - 1) 0.08 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 6163, Passes -40 deg. F (-40 deg. C)
- E. Flashing Cap (Ply) Sheet:
1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F
- F. Flashing Ply Adhesive:
1. Weatherking Flashing Adhesive: Brush grade flashing adhesive.

- a. Non-Volatile Content ASTM D 4479 70% min.
- b. Density ASTM D 1475 8.6 lbs./gal. (1kg/l)
- c. Flash Point ASTM D 93 100 deg. F (37 deg. C)

G. Surfacing:

1. Surface Coatings:

a. Surfacing:

- 1) Garla-Brite: ASTM D 2824 aluminum coating non-fibered aluminum roof coating non-fibered aluminum roof coating having the following characteristics:
 - a) Flash Point 103 deg. F min.
 - b) Weight/Gallon 8.51 lbs./gal. (1.0 g/cm³)

END OF SECTION



City of Midland - Bush Commemorative Center Re-Roof Project



The Garland Company
3800 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@garlandco.com



City of Midland-Bush Commemorative Center
9600 Wright Dr.
Midland, TX 79706



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Key

- A-1 Cover Page
- A-2 Campus Plan Overview
- A-3 Roof Section Scope of Work
- A-4,5 Metal SS Details
- A-6 Flat Roof Details
- A-7 Wind Uplift
- A-8 Fastening & Adhesive Pattern

12.101



Location Map

August 12, 2025



West View



Garland/DBS, Inc.

3800 East 91st Street • Cleveland, Ohio 44105
Phone: 866-327-0306 • Fax: 216-641-0633
www.design-buildsolutions.com





Campus Plan Overview

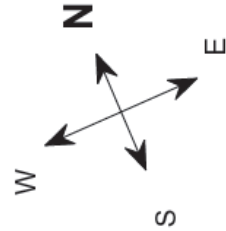
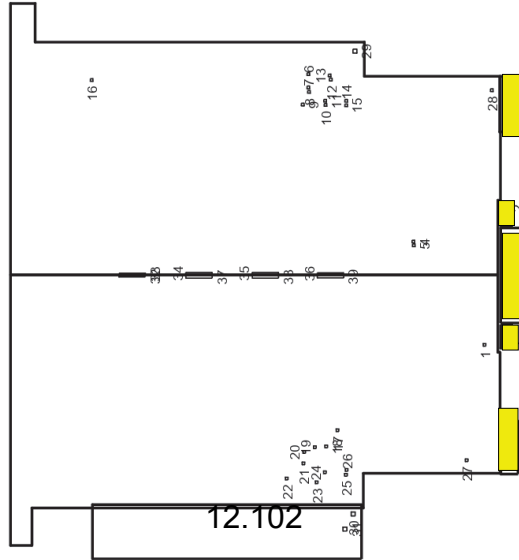


The Gardner Company
3880 E. 91st Street
Cleveland, OH 44105

Ladd Jackson
Texas Territory Manager
806-773-6945
ljackson@gatlendo.com



Building Drawing



August 12, 2025

Trapezoidal Standing Seam
34,403 Sq. Ft

Mod-Bit Low Slope
704 Sq. Ft.

R-Mer Span SS

Cold Process-Weatherking
StressBase 80/StressPly Plus FR Mineral

City of Midland-Bush Commemorative Center
9600 Wright Dr.
Midland, TX 79706



A-2

Roof Section Scope of Work



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Cleveland, OH 44105

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806-773-6945
ljackson@garlandco.com



City of Midland-Bush Commemorative Center
9600 Wright Dr.
Midland, TX 79706



A-3

Metal SS Trapezoidal Roofs

R-mer Span Standing Seam Metal Retro-fit - 30 year NDL Warranty

Scope of Work:

1. Infill the gaps between the trapezoidal metal ribs with EPS foam to match the existing height of the ribs (approx. 3 inches).
2. Install IntelliFrame Retrofit Framing system fastening into structural purlins.
3. Install 16 ga R-mer Span panel clips into the IntelliFrame support braces
4. Install new R-mer Span 16" 24 gauge Standing Seam panel system
5. Fabricate and install all new Ridge and Rake trim.

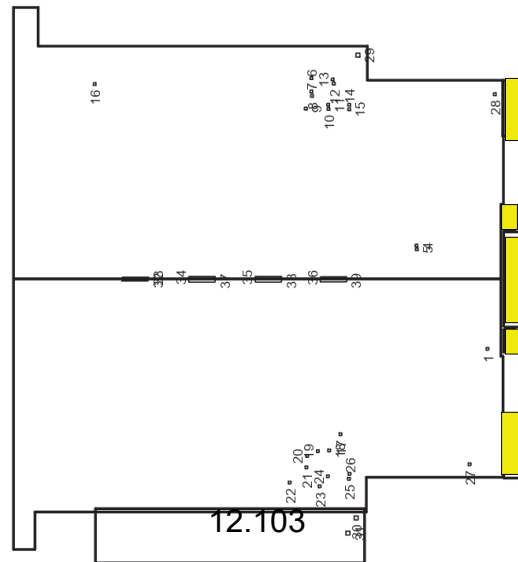
Flat Roofs

2 Ply Mod-Bit Replacement - 30 year NDL Warranty

Scope of Work:

1. Tear off the old roof down to the Wood deck.
2. Mechanically fasten Tapered Poly-Iso Insulation system staggering the joints. Taper should be an average R-value of 2.5 with a 1/4:1 Slope.
3. Adhere 1/2" Densdeck Prime overboard using insulation adhesive according to the Manufacturers' Wind Uplift Design pattern.
4. Install new wood nailers on curbs as needed to obtain a minimum 8" flashing height
5. Install one (1) base ply of StressBee 80 Plus 80 mil base sheet in Weathering cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" of bond out along the laps.
6. Install one (1) cap ply of StressPly Plus FR Mineral 155 mil cap sheet in Weathering cold-processed adhesive at a rate of 2.5 gallons per square ensuring that there is a minimum of 1" of bond out along the laps.
7. Remove all old Base flashing and metal coping gap.
8. New wood curb Cant strip set in mastic to be installed at all vertical surfaces. The field ples should be taken 2 inches above the cant strip.
9. Install 1 ply of StressBee 80 Plus Base Flashing to all vertical surfaces in Weathering Flashing adhesive at a rate of 4.5 gallons per square. The base ply will be installed up and over the parapet wall extending 6" into the field from the base of the cant strip.
10. Install 1 ply of StressPly Plus Mineral Cap Base Flashing to all vertical surfaces in Weathering Flashing adhesive at a rate of 4.5 gallons per square. The cap ply will be installed to the top of the parapet wall extending 3" into the field from the base of the cant strip.
11. Install 1" cover strips of StressPly Plus FR Mineral Cap sheet to all Vertical seams.
12. All Base flashing will be terminated with new aluminum term bar terminated 8" on center. Install slip flashing over termination bar.
13. Install New 24 gauge Metal Coping Cap and install pressure sensitive laps & 6" cover plates at all joints.
14. Internal drains should be sumped.
15. Install all new lead ggl in mastic around both internal drains.
16. Once all Mod-Bit has been installed, the roof will be coated with 2 coats of Garla-Brite aluminumized coating at a rate of .5 gallon per square per coat.

Building Drawing



Trapezoidal Standing
Seam 34,403 Sq. Ft

R-Mer Span SS

Mod-Bit Low Slope
704 Sq. Ft.

Cold-Chamber Process - Mod-Bit Mineral

August 12, 2025

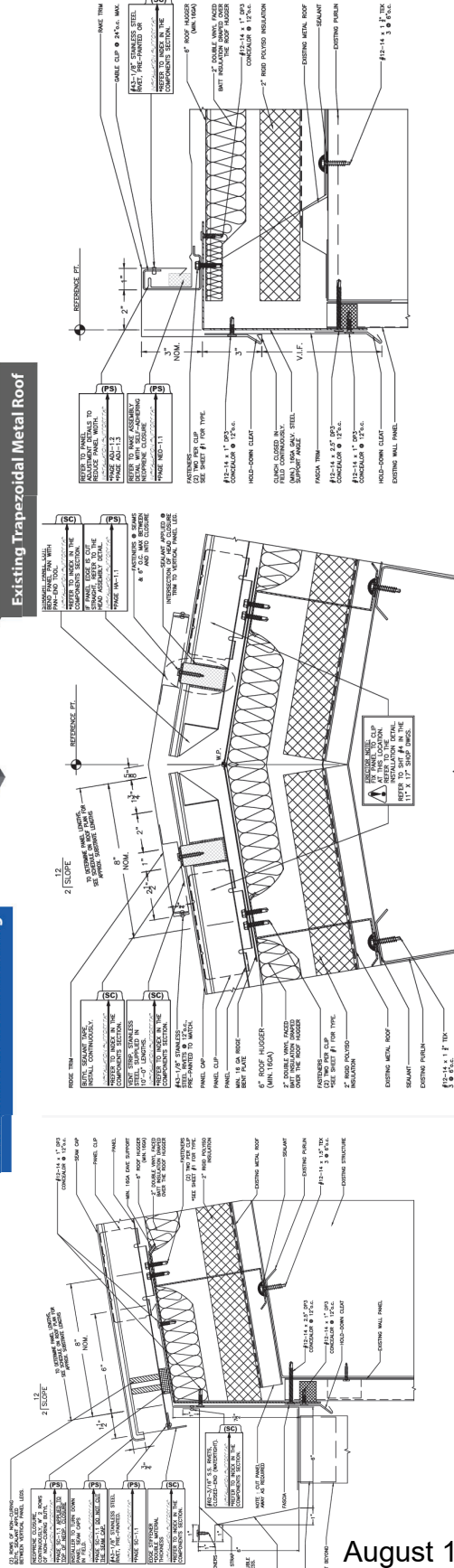
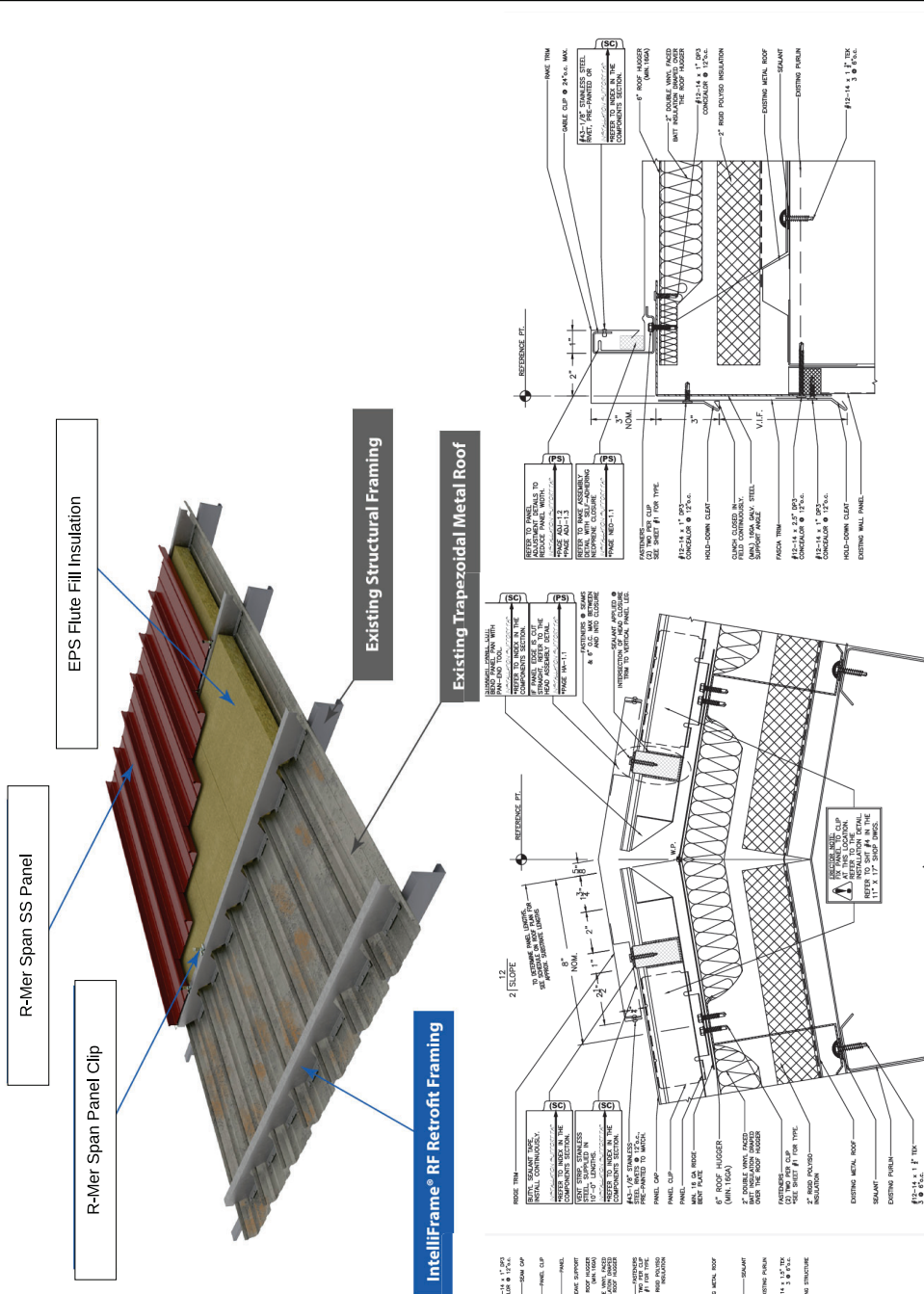


Metal SS - R-mer Span Retro-fit Details



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Cleveland, OH 44105

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C RAKE DETAIL
5 ARCH. REF. : NA

B FIXED VENTED RIDGE DETAIL
5 ARCH. REF. : NA

A EXPANDING EAVE WITH GUTTER DETAIL
5 ARCH. REF. : NA

City of Midland-Bush Commemorative Center
9600 Wright Dr.
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Metal SS - R-mer Span Retro-fit Details Cont.



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Cleveland, OH 44105

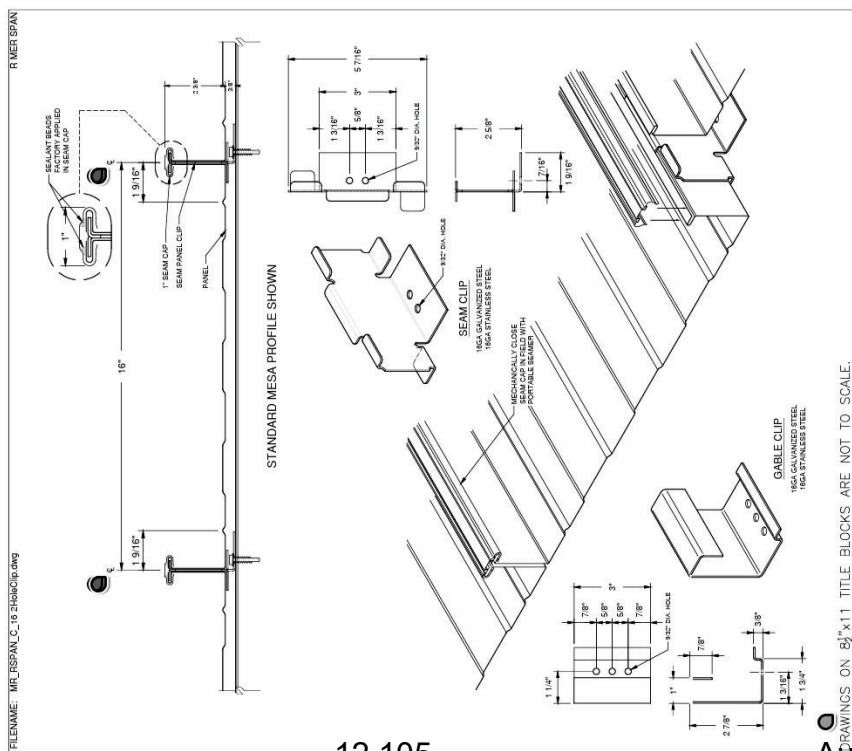
Ladd Jackson
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City of Midland-Bush Commemorative Center
9600 Wright Dr.
Midland, TX 79706



A-5



16" PANEL 2 HOLE CLIP

DRAWINGS ON 8 1/2" x 11" TITLE BLOCKS ARE NOT TO SCALE.



PROJECT:	THE GARLAND COMPANY, INC.
CUSTOMER:	GARLAND CANADA, INC.
ARCHITECT:	THE GARLAND COMPANY UK, LTD
REPRESENTATIVE:	

OF



THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK LTD

DATE: SHT: OF © 2024 Garland Industries, Inc.

OF
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The Garland Company
3800 E. 91st Street
Cleveland, OH 44115

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3800 E. 91st Street
Cleveland, OH 44105

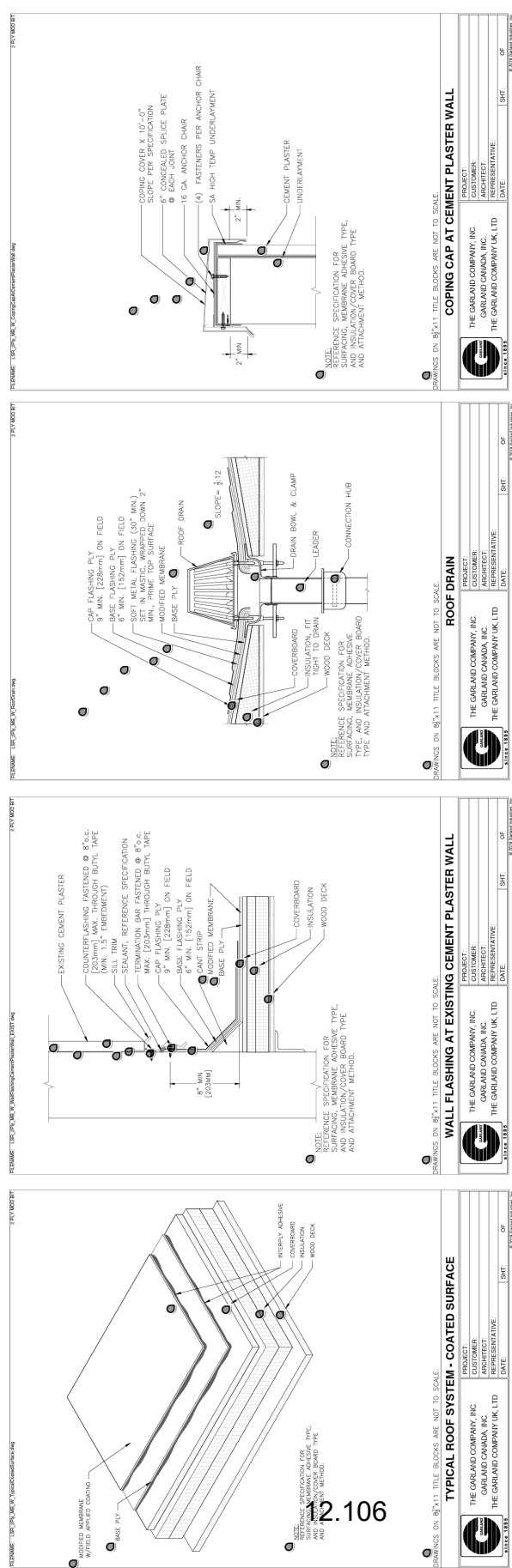
Ladd Jackson
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City of Midland-Bush Commemorative Center
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A-6





Wind Uplift Calculations



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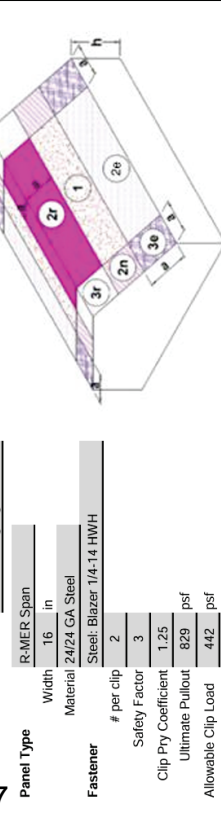


A-7

THE GARLAND COMPANY, INC.
HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS
3800 EAST 91ST STREET CLEVELAND, OHIO 44105-2197
P. (216) 641-7500 F. (216) 641-0633 800-321-9336 www.garlandco.com

Preliminary Pressure Calculations
Date: 5/22/2025
Sales Rep: Ladd Jackson
City: Midland
State: TX
Project Name: City of Midland - Bush Commemorative
Roof Sections: SS Roof

Design Code	ASCE 7-16	ASD	16.8	psf	Gable	Ccpi = 0.55
Exposure Category	C					
Risk Category	III					
Wind Speed	111	mph				
Design Roof Height:	40	ft				
Minimum Building Width:	210	ft				
Roof Pitch (X: Y)	2	:				
Roof Angle	9.46	deg				
Parapet ≥ 36" Entire Roof	No					
Deck Type	Open Framing					
Deck Thickness	16 gauge					





Fastening and Adhesive Pattern



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City of Midland-Bush Commemorative Center
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A-8

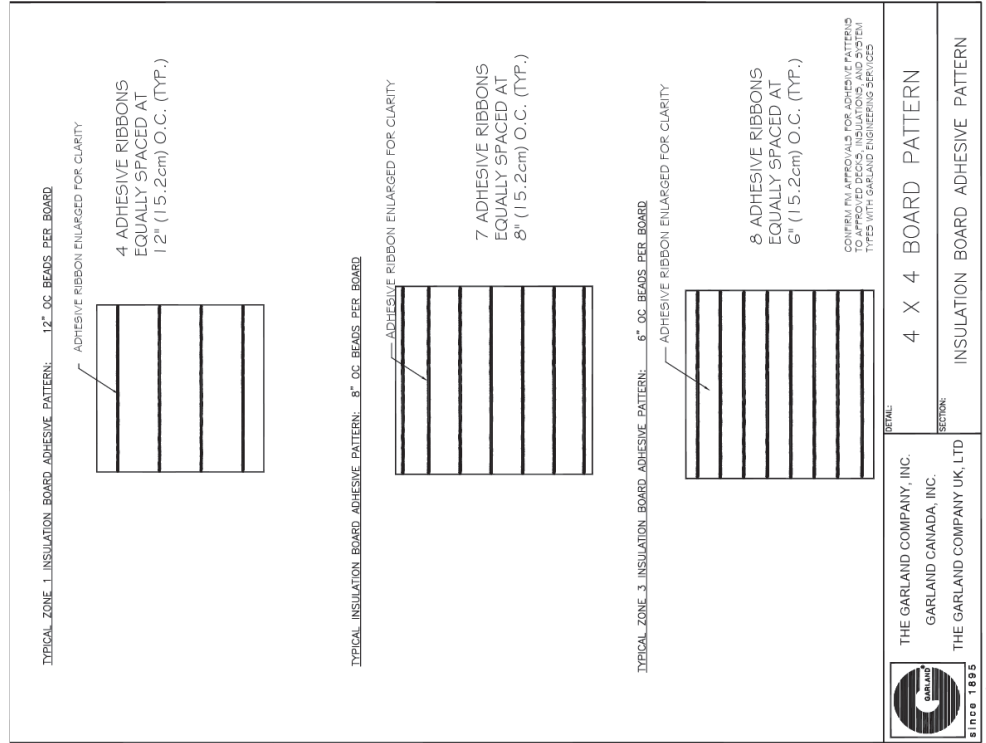
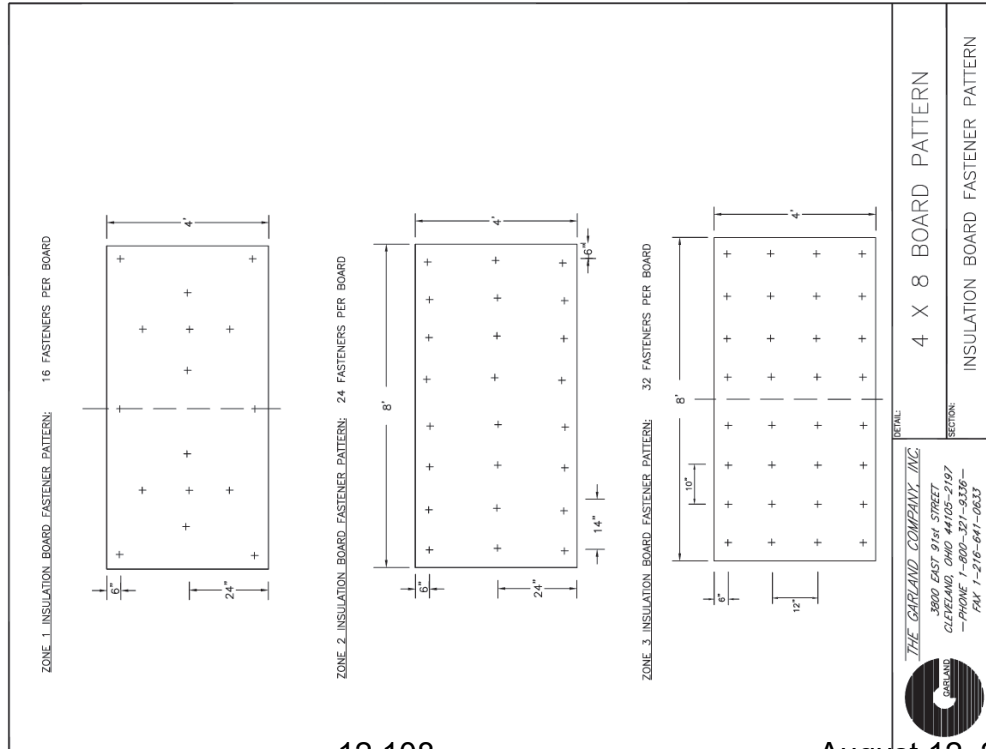


EXHIBIT C

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.

=====

** 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"



City Council Meeting

Item Number: 13
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A CONTRACT WITH DECOR IQ, LLC, THROUGH BUYBOARD, FOR THE LEASE AND INSTALLATION OF DECORATIVE LIGHTING AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST NOT TO EXCEED \$650,000.00 PER YEAR FOR MAXIMUM TERM OF THREE (3) YEARS; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing the City Manager or his designee to negotiate and execute a contract for a guaranteed maximum price with Decor IQ, LLC through Buyboard contract 735-24 for the lease of Lighting for the City of Midland International Air and Space Port for a cost not to exceed \$650,000.00 per year with two (2) additional one (1) year renewal periods.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds will be appropriated from Airport Unappropriated Fund Balance and will be appropriated for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding a contract to Decor IQ, LLC through Buyboard contract 735-24 for the lease of Lighting for the City of Midland International Airport and Space Port through Buyboard contract 735-24. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Justine Ruff, Airport Director, for more information.

Therefore, please consider a resolution authorizing the City Manager or his designee to negotiate and execute a contract for a guaranteed maximum price with Decor IQ, LLC through Buyboard contract 735-24 for the lease of Lighting for the City of Midland International Air and Space Port for a cost not to exceed \$650,000.00 per year with two (2) additional one (1) year renewal periods.



City Manager's Office



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: July 5, 2025

TO: Regina Stephenson

FROM: Justine Ruff, Director of Airports

SUBJECT: Support memo for authorizing the City Manager or his designee to negotiate and execute a contract for a guaranteed maximum price with Decor IQ, LLC through Buyboard contract 735-24 for the lease of Lighting for the City of Midland International Air and Space Port for a cost not to exceed \$650,000.00 per year with two (2) additional one (1) year renewal periods.

Purpose:

Support
Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Airport Costs	\$ 650,000.00
---------------	---------------

Appropriation Language:

Funds will be appropriated from Airport Unappropriated Fund Balance and will be appropriated for this purpose.

Discussion:

This memo is in support of the resolution to award a contract to Decor IQ, LLC through BuyBoard contract 735-24 for the lease of lighting at the Midland International Air & Space Port. The contract, a cost not to exceed \$650,000.00 per year over a three-year term, will provide enhanced lighting that improves visibility, and the overall appearance of the airport. This investment supports Midland's ongoing efforts to maintain a modern, welcoming transportation hub that reflects our city's growth and commitment to excellence.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER
OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE
A CONTRACT WITH DECOR IQ, LLC, THROUGH
BUYBOARD, FOR THE LEASE AND INSTALLATION
OF DECORATIVE LIGHTING AT THE MIDLAND
INTERNATIONAL AIR & SPACE PORT FOR A
TOTAL COST NOT TO EXCEED \$650,000.00 PER
YEAR FOR MAXIMUM TERM OF THREE (3) YEARS;
AND APPROPRIATING FUNDS FOR SAID
CONTRACT**

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

WHEREAS, Decor IQ, LLC, has submitted a proposed not-to-exceed cost to the City of \$650,000.00 per year for the lease and installation of decorative lighting at the Midland International Air & Space Port through Buyboard; and

WHEREAS, the Council finds the price proposed by Decor IQ, LLC, through Buyboard for the lease and installation of decorative lighting at the Midland International Air & Space Port to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager or his designee to negotiate and execute a contract with Decor IQ, LLC, for the lease and installation of decorative lighting at the Midland International Air & Space Port, subject to the conditions referenced in Section One below;

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

SECTION ONE. That the City Manager or his designee is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a contract for the lease and installation of decorative lighting at the Midland International Air & Space Port, through Buyboard; provided, however, that:

- the City's yearly costs under said contract shall not exceed \$650,000.00; and
- the term of said contract shall be for a minimum of one (1) year with the option to extend the term for two (2) additional one-year periods.

Said contract shall be kept on file in the office of the City Secretary, and shall be referenced by the date and number of this resolution.

SECTION TWO. That the sum of \$650,000.00 is available in the Airport Unappropriated Fund Balance and shall be appropriated in a manner that is consistent with the purpose set forth herein.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Decor IQ, LLC, in accordance with the provisions of the above-referenced 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\Buyboard – Negotiate and Execute_Airport Lighting

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Buyboard - Negotiate and Execute_Airport Lighting



City Council Meeting

Item Number: 14
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Justine Ruff, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 13 TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL; SAID AMENDMENT PROVIDING FOR: (I) THE APPROPRIATION OF \$698,854.00 TO THE DESIGN/BIDDING PHASE OF THE REHABILITATE RUNWAY 16R/34L ASPHALT PAVEMENT (MILL & INLAY) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (II) THE APPROPRIATION OF \$698,854.00 TO THE DESIGN/BIDDING PHASE OF THE REHABILITATE RUNWAY 10/28 ASPHALT PAVEMENT (MILL & INLAY) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND (III) THE ADDITIONAL APPROPRIATION OF \$168,900.00 TO THE SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT: 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

To appropriate money to the following projects:

- 1- Design/Bidding phase of the Rehabilitate Runway 16R/34L Asphalt Pavement (Mill & Inlay) Project at Midland International Air & Space Port
- 2- Design/Bidding phase of the Rehabilitate Runway 10/28 Asphalt Pavement (Mill & Inlay) Project at Midland International Air & Space Port.
- 3- Spaceport Business Park Environmental Project at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:**Rehabilitate Runway 16R/34L Asphalt Pavement (Mill & Inlay)**

FAA Design Phase (90%)	\$628,968.00
City/Airport Design Phase (10%)	<u>\$ 69,886.00</u>
Total	\$698,854.00

Breakout of Costs

Design Phase Airport Admin Costs (Audit, etc.)	\$ 18,000.00
Preliminary Engineering Report Phase Fee	\$ 97,603.00
Preliminary Design Phase Fee	\$166,646.00
Final Design Phase Fee	\$183,771.00
Bidding Phase Fee	\$ 52,834.00
Design Phase Geotechnical Testing	\$ 75,000.00
Design Phase Surveying	\$ 75,000.00
Design Phase Hourly and Reimbursable costs	<u>\$ 30,000.00</u>

Total Design/Bidding Phase Appropriation **\$698,854.00**

Rehabilitate Runway**Appropriation Language:**

\$698,854 will be appropriated for the stated project that consists of a 90/10 split, with \$628,698 to be reimbursed through federal funding and \$69,886 through the Airport Operating Fund unappropriated fund balance.

Rehabilitate Runway 10/28 Asphalt Pavement (Mill & Inlay)

City/Airport Design Phase (100% with 90% to be reimbursed by a future federal grant)	\$698,854.00
--	--------------

Breakout of Costs

Design Phase Airport Admin Costs (Audit, etc.)	\$ 18,000.00
Preliminary Engineering Report Phase Fee	\$ 97,603.00
Preliminary Design Phase Fee	\$166,646.00
Final Design Phase Fee	\$183,771.00
Bidding Phase Fee	\$ 52,834.00
Design Phase Geotechnical Testing	\$ 75,000.00
Design Phase Surveying	\$ 75,000.00
Design Phase Hourly and Reimbursable costs	<u>\$ 30,000.00</u>

Total Design/Bidding Phase Appropriation **\$698,854.00**

Appropriation Language:

\$698,854 will be appropriated from the Airport Operating Fund unappropriated fund balance

and transferred to the Rehabilitate Runway 10/28 Asphalt Pavement (Mill & Inlay) Project.

Spaceport Business Park Environmental Project

Fiscal Impact:

Airport/City Share 100% - \$168,900.00

Breakout of Costs:

Sub-Consultant Services (Terracon) \$144,900.00

(Sub-Consultant charges at cost times a factor of 1.05)

Parkhill services for review of Terracon reports, TCEQ response

Letters, Surveying \$ 24,000.00

Total Recommended Additional Appropriation \$168,900.00

Appropriation Language:

\$168,900 will be appropriated from the Airport Operating Fund unappropriated fund balance and transferred to the Spaceport Business Park Environment Project. (#900111)

Discussion:

The City of Midland, Texas and Parkhill entered into an Agreement for Professional Services dated March 23, 2021, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). This is the thirteenth amendment to that agreement and adds additional scope and appropriation to two previously approved projects at Midland International Air & Space Port. This agreement must be amended each time a project on the approved list is initiated, changed or a new project is added.

REHABILITATE RUNWAY 16R/34L ASPHALT PAVEMENT (MILL & INLAY)

This project encompasses the design phase for the rehabilitation of Runway 16R/34L, one of our two primary air carrier runways. The scope of work includes milling the existing pavement to remove the top four inches of asphalt surface, sealing exposed cracks in the underlying base material, and installing a stress-absorbing membrane interlayer (SAMI). A new four-inch asphalt inlay will then be placed, along with targeted repairs to isolated pavement areas prior to the final surfacing. The design phase is expected to be completed by Summer 2026, with construction anticipated to begin in Winter 2027. This phase of the project is funded by the FAA at a 90/10 split.

REHABILITATE RUNWAY 16R/34L ASPHALT PAVEMENT (MILL & INLAY)

This project encompasses the design phase for the rehabilitation of Runway 10/28, the other primary air carrier runway. The scope of work includes milling the existing pavement to remove the top four inches of asphalt surface, sealing exposed cracks in the underlying base material, and installing a stress-absorbing membrane interlayer (SAMI). A new four-inch asphalt inlay will then be placed, along with targeted repairs to isolated pavement areas prior to the final surfacing. The design phase is expected to be completed by Summer 2026, with construction anticipated to begin in Winter 2027. This phase of the project will be funded 100% by Airport/City funds to have 90% reimbursed by a future FAA Grant. The airport is funding this before the grant issuance so that the plans are shelf ready to compete for upcoming discretionary funding.

SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT

This portion of the amendment involves the appropriation of additional funds for the cost associated with the continued environmental remediation in the Spaceport Business Park. The costs associated cover the TCEQ required groundwater monitoring, product recovery and reporting related to the Spaceport Business Park Environmental for the next year. All charges related to this environmental remediation are paid from the Airport Operating Fund.

City Manager's Office

AMENDMENT NO. 13
TO
AGREEMENT

BETWEEN THE CITY OF MIDLAND, TEXAS
AND
PARKHILL
FOR
PROFESSIONAL SERVICES

WHEREAS, the City of Midland, Texas and Parkhill have entered into an Agreement for professional services dated March 23, 2021, for improvements contained in the Airport Capital Improvement Program; as amended April 13, 2021 (Amendment 1), February 8, 2022 (Amendment 2), April 12, 2022 (Amendment 3), June 28, 2022 (Amendment 4), October 11, 2022 (Amendment 5), April 11, 2023 (Amendment 6), June 13, 2023 (Amendment 7), September 23, 2023 (Amendment 8), November 14, 2023 (Amendment 9), December 12, 2023 (Amendment 10), February 27, 2024 (Amendment 11) and November 12, 2024 (Amendment 12);

AND WHEREAS, the City of Midland, Texas desires Parkhill to continue to perform services as amended below on the existing projects listed in the Recitals of the Agreement as Item 5 Rehabilitate Runway 16R/34L Asphalt Pavement, Runway 10/28 Asphalt Pavement (based on FAA funding and coding requirements, Item 5 is separated into two projects as detailed below) and Item 12 Spaceport Business Park Environmental:

THIS AGREEMENT WITNESSETH:

- A. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph B 4.01:

“Item 5 Rehabilitate Runway 16R/34L Asphalt Pavement

A Lump Sum amount of \$500,854 for the following:

- | | |
|---|-----------|
| a. Preliminary Engineering Report Phase | \$ 97,603 |
| b. Preliminary Design Phase | \$166,646 |
| c. Final Design Phase | \$183,771 |
| d. Bidding Phase | \$ 52,834 |

* Scope of Project and Work Attached”

“Item 5 Rehabilitate Runway 10/28 Asphalt Pavement

A Lump Sum amount of \$500,854 for the following:

- | | |
|---|-----------|
| a. Preliminary Engineering Report Phase | \$ 97,603 |
| b. Preliminary Design Phase | \$166,646 |
| c. Final Design Phase | \$183,771 |
| d. Bidding Phase | \$ 52,834 |

* Scope of Project and Work Attached (Fee Based on Design Concurrent with Runway 16R/34L Design)”

- B. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph B 4.02:

“Item 5 Rehabilitate Runway 16R/34L Asphalt Pavement

Additional services under Item 5 (Rehabilitate Runway 16R/34L) of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer’s Consultant’s charges on the basis of cost times a factor of 1.15.

- a. Design Phase Reimbursable Expense \$ 30,000
- b. Design Phase Surveying and Testing \$150,000”

“Item 5 Rehabilitate Runway 10/28 Asphalt Pavement

Additional services under Item 5 (Rehabilitate Runway 10/28) of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer’s Consultant’s charges on the basis of cost times a factor of 1.15.

- a. Design Phase Reimbursable Expense \$ 30,000
- b. Design Phase Surveying and Testing \$150,000”

“Item 12 Spaceport Business Park Environmental

The total compensation for Engineering Services under Item 12 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer’s Consultant’s charges on the basis of cost times a factor of 1.05. The scope and compensation are as follows:

Perform continued TCEQ required groundwater monitoring, reporting and product removal associated with the existing environmental work in the Spaceport Business Park at MAF. Detailed scope attached for additional 1-year of above services.

Total compensation for Item 12 under this Amendment shall not exceed \$168,900 without written authorization from the Owner”

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill have hereto set their hands this 12th day of August, 2025.

OWNER:

CITY OF MIDLAND, TEXAS

By: Lori Blong

Title: Mayor

Date Signed: _____

Address for giving notices:

P.O. Box 1152
Midland, Texas 79702
Phone: (432) 685-7357

ENGINEER:

PARKHILL

By: Danny G. Winchester

Title: Partner

Date Signed: August 12, 2025

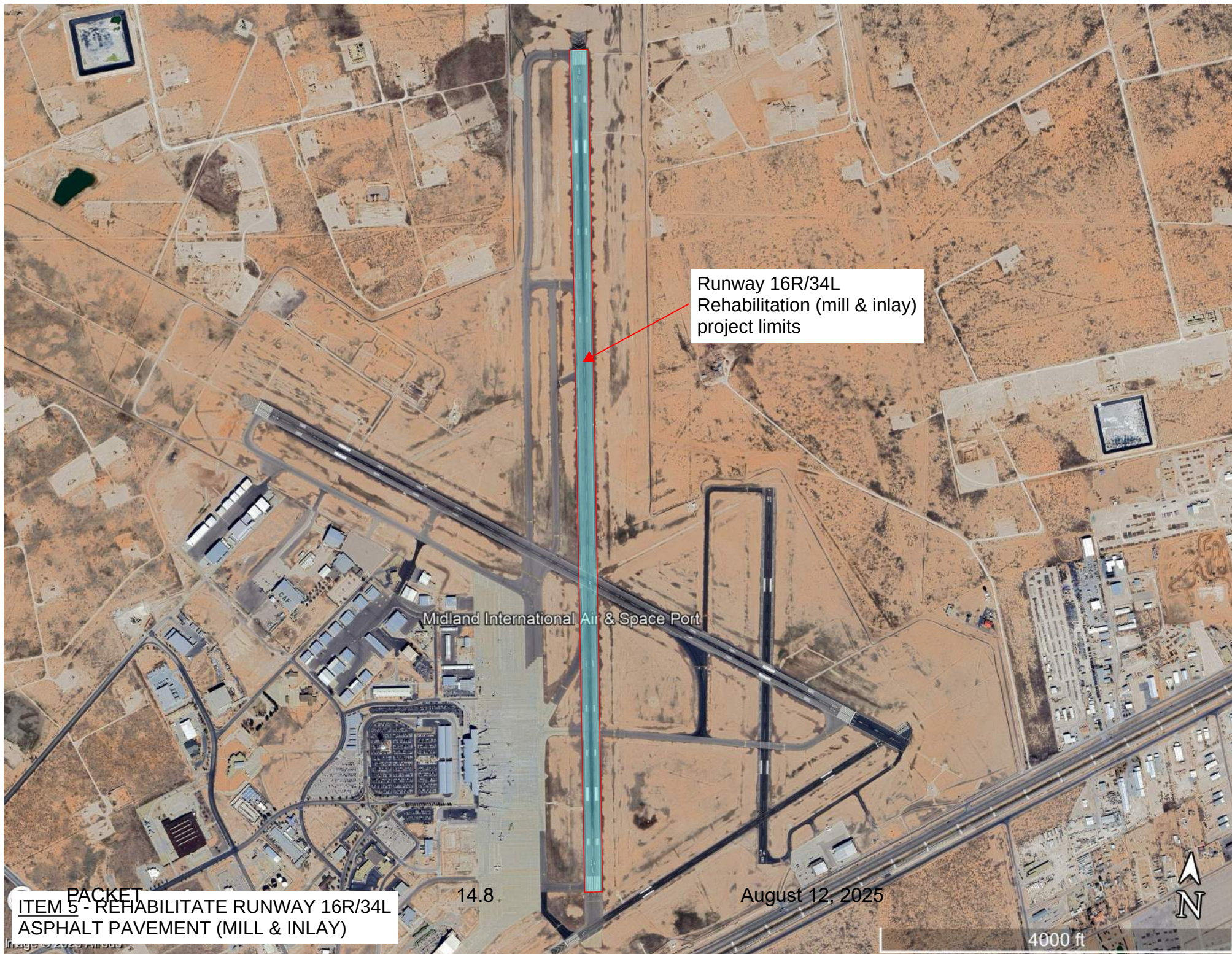
Address for giving notices:

1700 W. Wall
Midland, Texas 79701
Phone: (432) 697-1447

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 5 REHABILITATE RUNWAY 16R/34L ASPHALT PAVEMENT (MILL & INLAY)

ANTICIPATED SCOPE OF IMPROVEMENTS AND PROFESSIONAL SERVICES

1. Scope of Improvements – The improvements to be designed under this project at Midland International Air & Space Port includes the following:
 - a. Removal of the top 4-inches of asphalt surfacing (milling)
 - b. Sealing exposed cracks in underlying asphalt base material
 - c. Installation of a stress absorbing membrane interlayer (SAMI)
 - d. Placement of new 4-inch asphalt surfacing (inlay).
 - e. Repair of isolated areas of the runway pavement prior to the placement of the new asphalt surface course.
 - f. See attached exhibit for limits of this project.
2. The professional services for the above scope of improvements under this amendment include the Preliminary Engineering Report Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase services. Bid Documents, consisting of technical specifications meeting the criteria of FAA pavement materials and drawings representing the work to be performed by the contractor, will be prepared for the scope listed above in Item 1. The delivery of the Bid Documents for use in bidding will be completed by May 2026. The scope of additional services for design phase testing is based on supplementing the testing previously performed as part of the Pavement Condition Index (PCI) survey for this runway pavement in select locations for the purpose of confirming existing asphalt surface course thickness. The scope of additional services for design phase surveying includes a 100' spacing, 5-point cross-section of the existing runway pavement surface to determine pavement surface elevations. This survey will be used to verify the final runway pavement surface elevations after the contractor has placed the new 4-inch asphalt surface (inlay). The scope does not include an Airport Geographic Information System (AGIS) survey. As noted in the FAA guidance, a pavement rehabilitation by milling and overlay (inlay) which does not change the runway safety critical data does not require an AGIS survey.



Runway 16R/34L
Rehabilitation (mill & inlay)
project limits

Midland International Air & Space Port

14.8

August 12, 2025



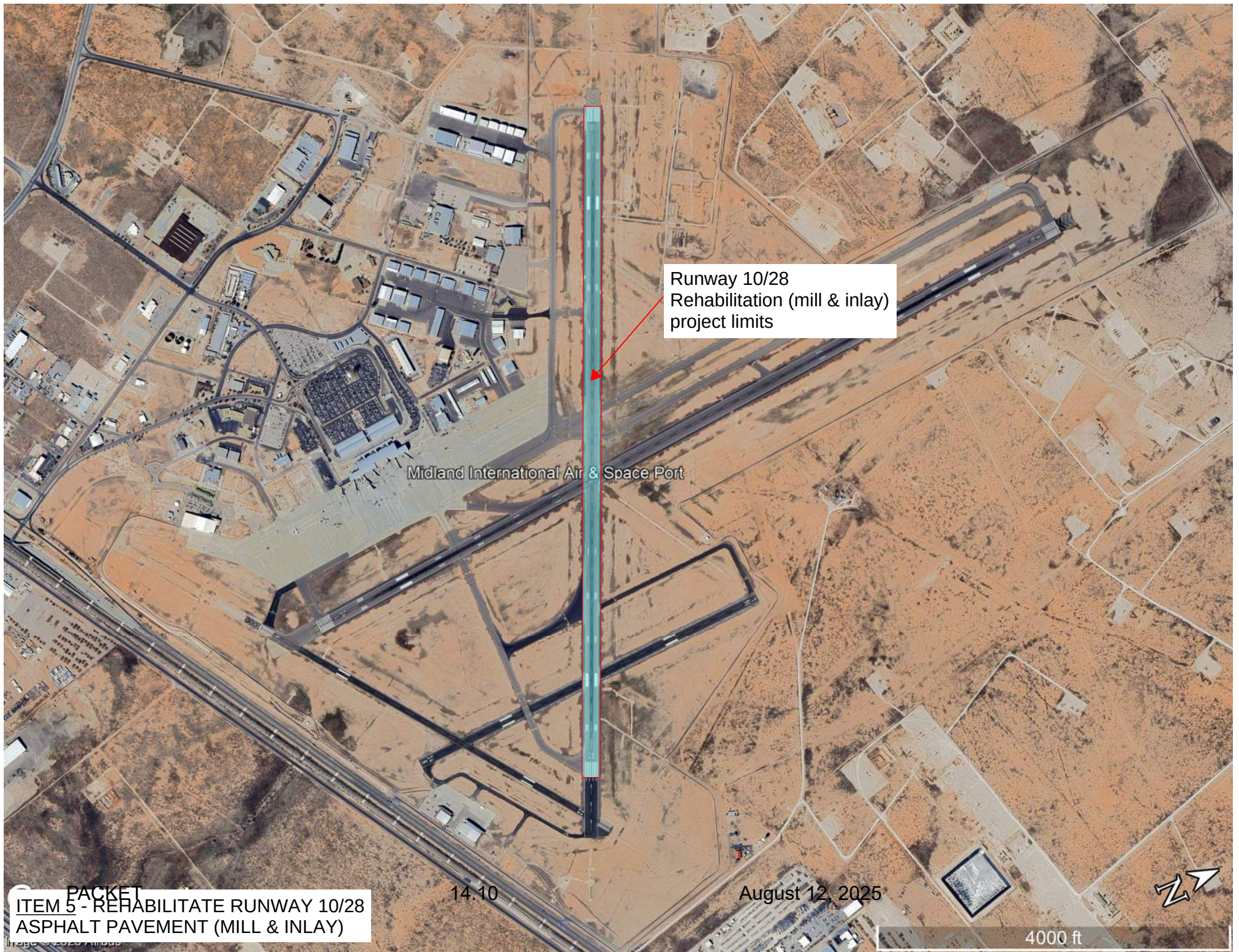
4000 ft

PACKET
ITEM 5 - REHABILITATE RUNWAY 16R/34L
ASPHALT PAVEMENT (MILL & INLAY)

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 5 REHABILITATE RUNWAY 10/28 ASPHALT PAVEMENT (MILL & INLAY)

ANTICIPATED SCOPE OF IMPROVEMENTS AND PROFESSIONAL SERVICES

1. Scope of Improvements – The improvements to be designed under this project at Midland International Air & Space Port includes the following:
 - a. Removal of the top 4-inches of asphalt surfacing (milling)
 - b. Sealing exposed cracks in underlying asphalt base material
 - c. Installation of a stress absorbing membrane interlayer (SAMI)
 - d. Placement of new 4-inch asphalt surfacing (inlay).
 - e. Repair of isolated areas of the runway pavement prior to the placement of the new asphalt surface course.
 - f. See attached exhibit for limits of this project.
2. The professional services for the above scope of improvements under this amendment include the Preliminary Engineering Report Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase services. Bid Documents, consisting of technical specifications meeting the criteria of FAA pavement materials and drawings representing the work to be performed by the contractor, will be prepared for the scope listed above in Item 1. The delivery of the Bid Documents for use in bidding will be completed by May 2026. The scope of additional services for design phase testing is based on supplementing the testing previously performed as part of the Pavement Condition Index (PCI) survey for this runway pavement in select locations for the purpose of confirming existing asphalt surface course thickness. The scope of additional services for design phase surveying includes a 100' spacing, 5-point cross-section of the existing runway pavement surface to determine pavement surface elevations. This survey will be used to verify the final runway pavement surface elevations after the contractor has placed the new 4-inch asphalt surface (inlay). The scope does not include an Airport Geographic Information System (AGIS) survey. As noted in the FAA guidance, a pavement rehabilitation by milling and overlay (inlay) which does not change the runway safety critical data does not require an AGIS survey.



Runway 10/28
Rehabilitation (mill & inlay)
project limits

Midland International Air & Space Port

14.10

August 12, 2025

4000 ft

PACKET
ITEM 5 - REHABILITATE RUNWAY 10/28
ASPHALT PAVEMENT (MILL & INLAY)

Image 5-27/28/7/11/25



ITEM 12

8901 Carpenter Freeway, Suite 100
Dallas, TX 75247
P (214) 630-1010
F (214) 630-7070
Terracon.com

January 3, 2025
Revised January 23, 2025

Parkhill
1700 West Wall Street, Suite 100
Midland, TX 79701

Attn: Mr. Danny Winchester
Civil Engineer | Principal
P: (432) 681-6114
E: DWinchester@Parkhill.com

RE: Proposal for 2025 Groundwater Monitoring, Product Recovery, and Reporting
Aerospace Development Park
NEC of La Force Boulevard and Highway 80 East
Midland, Midland County, Texas 79706
Terracon Proposal No. P94247F74

Dear Mr. Winchester:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to Parkhill (client) to perform groundwater and light non-aqueous phase liquid (LNAPL) monitoring, LNAPL removal and reporting, and assessment of enhanced biodegradation potential at the above-referenced project location. The proposal covers the period between January and December 2025, covering the February 2025 and August 2025 sampling events and the 2025 annual report. The site is located in the southwest portion of the Midland International Air & Space Port located at 9506 La Force Blvd. in Midland, Texas.

Scope of Services (see Section 2.0 of attached proposal detail)	■ Task 1: Semi-Annual Groundwater Sampling and Reporting, which includes conducting two semi-annual groundwater gauging and sampling events on a semi-annual basis in February 2025 and August 2025, and development of an annual groundwater monitoring report for submittal to the TCEQ – August 2024/February 2025 annual report. ■ Task 2: Product Recovery, Reporting, and Waste Management, which includes performing product recovery using a manual LNAPL recovery pump and sorbent socks on a weekly or biweekly basis between January and December 2025. This task includes development of semi-annual product recovery reports for submittal to the TCEQ and disposal of drums accumulating product in accordance with applicable Texas regulations.
Schedule (see Section 3.0 of attached proposal detail)	■ Task 1: Groundwater sampling is planned for February 2025 and August 2025. Delivery of one draft Annual Groundwater Monitoring Report within 90 business days following receipt of

**Proposal for 2025 Groundwater Monitoring,
Product Recovery, and Reporting**

Midland Air and Space Port ■ Midland, Texas
Revised January 23, 2025 ■ Terracon Proposal No. P94247F74



	sample analytical results from the February 2025 sampling event. Analytical results are expected within two weeks of delivery of the samples to the analytical laboratory. Annual Groundwater Monitoring Reports are due to the TCEQ by June 2025. ■ Task 2: Delivery of Product Recovery Reports within 20 business days following completion of LNAPL recovery during the previous quarter. The to-date product recovery data will be included in the semi-annual Product Recovery Reports requested by the TCEQ.
Compensation (see Section 4.0 of attached proposal detail)	■ Task 1: Two Semi-Annual Groundwater Sampling Events and One Annual Report - time and materials for \$66,000. ■ Task 2: Product Recovery and Two Semi-Annual Reports - time and materials for \$72,000.

We have attached a Supplement to the Agreement for Services that is incorporated into this proposal and that you must sign to authorize us to do this work. The terms and conditions for this work will be the October 23, 2024 Master Consulting Services between Parkhill and Terracon Consultants, Inc. This proposal is valid for 60 days from the date of this proposal. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If this proposal meets with your approval, please sign the attached Supplement to the Agreement for Services and return a copy to Marwan Salameh at marwan.salameh@terracon.com.

If you should have any questions or comments regarding this proposal, please contact either of the undersigned at 214-630-1010.

Sincerely,
Terracon Consultants, Inc.

Marwan F. Salameh, PhD, PE
Senior Engineer
(214) 630-1010
marwan.salameh@terracon.com

for
Erin Loyd, PG
Senior Principal/Office Manager
(806) 589-6520
erin.loyd@terracon.com

Attachments: Detailed Scope of Services
Supplement to Agreement for Services

**Proposal for 2025 Groundwater Monitoring,
Product Recovery, and Reporting**

Midland Air and Space Port ■ Midland, Texas

Revised January 23, 2025 ■ Terracon Proposal No. P94247F74



DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

The site consists of Midland International Air and Space Port, an approximate 1,429-acre tract of land located on the north side of West Highway 80 East in Midland, Midland County, Texas. The affected portion of the site is located within the southwest portion of the Midland International Air and Space Port and is improved with an approximate 13,500-square foot (sf) commercial building, a concrete apron, and concrete paved parking areas.

2.0 BACKGROUND

The proposed scope of work is provided in response to the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Division correspondences as presented below. The TCEQ PST Division made comments and recommendations in the correspondence dated May 22, 2020, the TCEQ provided the following:

- *Recent sampling results indicated that dissolved-phase arsenic is no longer delineated to 0.01 mg/L to the west of monitoring well MW-16. Therefore, it will be necessary to begin analyzing monitoring well MW-4 for arsenic during future monitoring events.*
- *Based on previous analytical results for polycyclic aromatic hydrocarbons (PAHs), we concur with your request to discontinue TPH and PAH analysis at this time.*
- *As previously indicated, NAPL must be recovered to the maximum extent practicable. At a minimum monthly well gauging and product recovery events should be conducted for 12 months. Upon completion of these activities, recovery methods and trends should be evaluated to determine if further corrective action is necessary. Please begin submitting quarterly Product Recovery Reports to document these activities.*

In the correspondence dated October 15, 2020, the TCEQ provided the following:

- *At this time, since NAPL recovery will continue, we request that recovery occur from all wells where NAPL is observed.*
- *To further support NAPL transmissivity calculations, we recommend that NAPL recovery testing be conducted to determine NAPL removal and recharge rates within a 24-hour period. An example of such testing is found in the Minnesota Pollution Control Agency guidance document 2-02 "Light Non-Aqueous Phase Liquid Management Strategy"*

In the correspondence dated July 28, 2021, the TCEQ provided the following:

- *NAPL must be recovered to the maximum extent practicable.*
- *While groundwater elevations are low, please implement more aggressive NAPL recovery methods, such as Mobile Dual Phase Extraction (MDPE), to maximize NAPL recovery.*

**Proposal for 2025 Groundwater Monitoring,
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Revised January 23, 2025 ■ Terracon Proposal No. P94247F74



The scope of work revolves around these requests and ongoing activities at the site. Additionally, evaluation of enhancement of in-situ LNAPL degradation is contemplated for use at the site with the purpose of evaluating feasibility and efficacy of these processes.

The following details the scope of services, budget and schedule.

3.0 SCOPE OF SERVICES

3.1 Task 1: Semi-Annual Groundwater Sampling and Annual Reporting

Semi-annual groundwater sampling is proposed to be conducted to continue meeting the requirements of the TCEQ PST Divisions request for continued monitoring of COCs in groundwater to demonstrate plume stability and delineation. Terracon's objective is to evaluate the presence of BTEX, and arsenic/barium in groundwater. Sampling and analysis for TPH and PAHs is no longer required. One annual report will be prepared based on two semi-annual sampling events. The report will be completed ensuing the February sampling event.

Terracon's sampling program will consist of the collection of one groundwater sample from each groundwater monitoring well with the exception of monitoring wells MW-5 and MW-6, which are located west of the previously agreed upon "line of demarcation". These two wells are west and up gradient of the groundwater contaminant source area. MW-4, one of the upgradient wells, was excluded from the sampling program. However, based on arsenic exceedance in MW-16 in February 2020, the TCEQ requested we monitor MW-4 for arsenic in groundwater. Groundwater samples will be collected during each sampling event utilizing low-flow sampling equipment and analyzed for BTEX (EPA method 8260B), and arsenic/barium (EPA method 6020). TPH and PAHs will no longer be analyzed based on TCEQ's acceptance of the request to discontinue analyzing for these parameters.

Monitoring wells exhibiting measurable thicknesses of LNAPL will not be sampled. The client will be notified of any significant modifications to the sampling and analytical program.

Upon receipt of the laboratory analytical results, an Annual Groundwater Monitoring Report will be prepared by June of 2025 that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Analytical laboratory results;
- Data evaluation and presentation of findings; and
- Recommendations concerning further action, if necessary.

The report tables and graphics will be generated using the EQuIS database and GIS tools. The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

**Proposal for 2025 Groundwater Monitoring,
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3.2 Task 2: Product Recovery and Reporting

The product recovery approach will be to remove LNAPL from all LNAPL monitoring wells (MW-2, MW-3, MW-7, MW-8, MW-9, MW-10, MW-12, MW-13, MW-14, MW-18, MW-27, MW-36, MW-37, MW-38, and MW-39) with a manually-operated LNAPL pump or sorbent socks. Recovery will occur on a weekly or biweekly basis. Use of the recovery pump was initiated in early November 2021 using Spill Buddy™ and the early results indicate that more LNAPL is removed compared to the sorbent socks. However, due to difficulty in operating the Spill Buddy™, a monsoon pump is currently being used manually to remove product from several wells. Sorbent socks are being used in wells with little amounts of recoverable product. Observations will continue to be made as to the efficiency of utilizing these methods of LNAPL recovery.

For monitoring wells without sorbent socks, each monitoring well will first be gauged with an interface probe to record the LNAPL in-well thickness. Terracon will then calculate the estimated volume of LNAPL contained in each well and within the well boring annulus to estimate the volume of LNAPL to be recovered from each monitoring well. LNAPL will be evacuated from each monitoring well until LNAPL has been removed to the extent of the pump capability. The volume of LNAPL removed from each monitoring well will be recorded to within 0.25 gallons. Care will be taken to minimize the amount of groundwater recovered. The LNAPL removed from wells with sorbent socks will be measured by carefully removing the sock and weighing it to determine the mass of LNAPL that was absorbed on the sock. The sorbent sock is typically replaced at that time unless it is determined that the capacity of the sock has not been reached.

While the TCEQ is requesting use of more aggressive recovery methods such as use of mobile dual-phase extraction (MDPE), we believe the LNAPL recovery trends observed using the LNAPL recovery pump indicates that more aggressive methods would not be effective due to the rapid decline in recovery rates. Groundwater and LNAPL removed will be managed according to applicable regulations. Semi-annual LNAPL recovery reports will be prepared and submitted to the TCEQ per their request.

The LNAPL recovery data will be analyzed to demonstrate declining rates (diminishing returns). However, this method can only be successful if recovery occurs on a set interval (e.g., weekly or biweekly) because it is not only the cumulative recovery that matters but also the recovery rate. Hence, the time interval between LNAPL recovery is important to determine the recovery rate.

Terracon will prepare semi-annual Product Recovery Reports to the Client within 20 business days following completion of the previous semi-annual recovery efforts. The product recovery reports will include the following:

- Estimated quantity of LNAPL removed from each well during each recovery event;
- Documentation and description of LNAPL recovery methods and volumes;
- LNAPL Decline Curve graphs for each well to demonstrate declining recovery rates; and
- Presentation of findings and recommendations concerning further action, as appropriate.

The semi-annual reports will be submitted to the TCEQ based on their request in the letter dated September 20, 2024.

The final written reports will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis,

**Proposal for 2025 Groundwater Monitoring,
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comments and recommendations presented in the final written reports will be based on the information collected as discussed in this proposal.

4.0 SCHEDULE & FEE

If, as a result of these services, additional work is required outside the scope of this proposal, you will be contacted to discuss costs for additional work. Client authorization will be obtained prior to commencement of any additional work outside the scope of services in this proposal. Schedule and fee breakdown by task is detailed below.

4.1 Task 1: Semi-Annual Groundwater Sampling and Reporting

It is estimated that the Annual Groundwater Monitoring Report will be submitted to the client within 90 business days following receipt of sample analytical results from the February sampling events. The Annual Groundwater Monitoring Report is due to the TCEQ by June of each year. If schedule delays are anticipated based on weather and/or encountered site conditions, the client will be contacted to discuss changes in the schedule. The Scope of Services outlined in this proposal will be performed on a time and materials basis to complete two monitoring events and an annual groundwater report for **\$66,000**. Estimated Task 1 costs are summarized below:

Task 1 Estimated Fee	
Item	Estimated Fee
Consulting Labor	\$57,500
Laboratory	\$3,500
Equipment and Expenses	\$5,000
Total	\$66,000

4.2 Task 2: Product Recovery and Reporting

It is estimated that the Product Recovery Reports will be submitted to the client within 20 business days following completion of LNAPL recovery on a semi-annual basis. These costs assume weekly site visits between March 2024 through December 2025. The Scope of Services outlined in this proposal will be performed on a time and materials basis for **\$72,000**. Estimated Task 2 costs are summarized below:

Task 2 Estimated Fee	
Item	Estimated Fee
Consulting Labor	\$52,000
Equipment and Expenses	\$20,000
Total	\$72,000

**Proposal for 2025 Groundwater Monitoring,
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5.0 GENERAL COMMENTS

The scope of services and estimated fee are based on the assumptions and limitations noted below. The Scope of Services outlined in this proposal will be performed on a time and materials basis for **\$138,000**.

5.1 Assumptions

This proposal and cost estimate were prepared based on the following assumptions:

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)
- Traffic control services are not required.
- NAPL recovery work can be performed during normal business hours and will not require lighting for nighttime work.
- The site is readily accessible by truck.
- Product removal will be done either by a product pump or sorbent socks.

If any of these assumptions or conditions is not accurate or changes during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

5.2 Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with any specific guidance.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during these services. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretations, findings and our recommendations are based solely upon data obtained at the time and within the scope of these services.

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5.3 Reliance

The various reports will be prepared for the exclusive use and reliance of Parkhill (client) and the City of Midland, Texas (property owner). Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on these services by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services with the client, sections of this proposal incorporated therein and the Reliance Agreement. The limitation of liability defined in the Agreement for Services with the client is the aggregate limit of Terracon's liability to the client and all relying parties.



City Council Meeting

Item Number: 15
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Marcia Bentley-German, City Governance Officer/City Secretary
Subject: RESOLUTION CALLING AN ELECTION FOR THREE CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY AND CITY COUNCIL DISTRICTS; PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION (DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

The proposed resolution calls the election to be held November 4, 2025, for the Mayor and for City Council members representing Districts 3, and 4. It also designates the vote centers and early voting dates and locations

Recommended City Council Action:

Approve

Fiscal Impact:

The City's share of the cost of this joint election in Midland County is estimated at \$25,000 and is handled through the master inter-local agreement with Midland County. The City's share of the cost of the joint election with Martin County is approximately \$8,000

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

None

Morris Williams Jr.

City Manager's Office



City of Midland
Office Memorandum

DATE: August 1, 2025

TO: The Honorable Mayor and City Council Members

FROM: Marcia Bentley-German, City Governance Officer/City Secretary

SUBJECT: Resolution calling an election for three City Officials; amending the boundary of the City and City Council Districts: providing for use of accessible voting systems; establishing election precincts for said election; and establishing vote centers for said election

The proposed resolution calls the election to be held November 4, 2025, for the Mayor and for City Council members representing Districts 3, and 4. It also designates the vote centers and early voting dates and locations.

The City's share of the cost of this joint election in Midland County is estimated at \$25,000 and is handled through the master inter-local agreement with Midland County. The City's share of the cost of the joint election with Martin County is approximately \$8,000.

RESOLUTION NO. _____

RESOLUTION CALLING AN ELECTION FOR THREE CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY ELECTION AND CITY COUNCIL DISTRICTS; PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION

WHEREAS, the laws of the State of Texas provide that an election of City officials may be held on the first Tuesday after the first Monday in November during 2025; and

WHEREAS, it is necessary for the City Council to order that an election be held on Tuesday, November 4, 2025, and to establish election precincts and vote centers for the current election year beginning April 1, 2025;

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

SECTION ONE. That an election be, and is, hereby ordered to be held on Tuesday, November 4, 2025, during the hours of 7:00 a.m. to 7:00 p.m. for the offices of Mayor and City Council Members representing Districts 3 and 4.

SECTION TWO. That due to recent annexations by the City of Midland, the limits or boundaries of Single Member Districts 2 and 4 and of the City as a whole, along with the boundaries of City Election Precinct Nos. 4, 6, 14, and 17 are hereby amended to add the additional property shown on Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION THREE. That the City hereby adopts for use in early and election day voting the ExpressVote Electronic Voting System in Midland County and the Varity Electronic Voting System in Martin County, as approved by the Secretary of State. Optical scan ballots shall be used for early voting by mail and provisional ballots, and the electronic voting systems shall be used for early voting by personal appearance and in each vote center in the City on election day.

SECTION FOUR. That in accordance with the provisions of Texas Election Code § 42.061, the Municipal Election precincts for the voting year effective April 1, 2025, through March 31, 2026, are hereby designated as follows:

City Election Precinct No. 1, containing County Voting Precinct No. 211;

City Election Precinct No. 2, containing County Voting Precinct Nos. 308 and 310;

City Election Precinct No. 3, containing County Voting Precinct No. 306;

City Election Precinct No. 4, containing County Voting precinct No. 305;

City Election Precinct No. 5, containing County Voting Precinct No. 304;

City Election Precinct No. 6, containing County Voting Precinct No. 309;

City Election Precinct No. 7, containing County Voting Precinct No. 307;

City Election Precinct No. 8, containing County Voting Precinct No. 205;

City Election Precinct No. 9, containing County Voting Precinct No. 307A;

City Election Precinct No. 10, containing County Voting Precinct Nos. 104, 109 and 303;

City Election Precinct No. 11, containing County Voting Precinct No. 208;

City Election Precinct No. 12, containing County Voting Precinct No. 105;
City Election Precinct No. 13, containing County Voting Precinct No. 106;
City Election Precinct No. 14, containing County Voting Precinct No. 102;
City Election Precinct No. 15, containing County Voting Precinct No. 103;
City Election Precinct No. 16, containing County Voting Precinct No. 405;
City Election Precinct No. 17, containing County Voting Precinct Nos. 107 and 110;
City Election Precinct No. 18, containing County Voting Precinct No. 407;
City Election Precinct No. 19, containing County Voting Precinct No. 404;
City Election Precinct No. 20, containing County Voting Precinct No. 403;
City Election Precinct No. 21, containing County Voting Precinct No. 206;
City Election Precinct No. 22, containing County Voting Precinct No. 207;
City Election Precinct No. 23, containing County Voting Precinct No. 210;
City Election Precinct No. 24, containing County Voting Precinct No. 204;
City Election Precinct No. 25, containing County Voting Precinct Nos. 408 and 409;
City Election Precinct No. 26, containing County Voting Precinct No. 411;
City Election Precinct No. 27, containing County Voting Precinct No. 402;
City Election Precinct No. 28, containing Martin County Voting Precinct No. 1 described below:

Beginning at a point in the west R.O.W. line of State Highway 349, said point lying 72 feet west of the east section line of Section 11, Block 39, T-1-S, T&P Ry. Co. Survey, more or less;

Thence northwesterly approximately 5,097 feet along the west R.O.W. line of State Highway 349 to a point for a corner, said point lying in the west

R.O.W. of State Highway 349 and on the Martin County-Midland County line;

Thence east along the Martin-Midland County Line approximately 17,250 feet to a point for a corner, said point being 660 feet east of the west section line and 491 feet north of the south section line of Section 9, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence southeasterly approximately 1,151 feet along a line lying 660 feet east of and parallel to the west section lines of Sections 9 and 16, Block 38, T-1-S, T&P Ry. Co. Survey, to a point for a corner; said point being 660 feet east of the west line and 660 feet south of the north line of Section 16, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence southwesterly approximately 5,280 feet along a line lying 660 feet south of and parallel to the north line of Sections 16 and 17, Block 38, T-1-S, T&P Ry. Co. Survey; to a point for a corner; said point being 660 feet east of the west line and 660 feet south of the north line of said Section 17, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence northwesterly 1,320 feet along a line lying 660 feet more or less east of and parallel to the western line of Sections 17 and 8, Block 38, T-1-S, T&P Ry. Co. Survey, to a point for a corner; said point being 660 feet east of the west line and 660 feet north of the south line of Section 8, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence westerly approximately 11,292 feet along a line lying 660 feet, more or less, north of and parallel to the northern line of Section 18, Block 38, T-1-S, T&P Ry. Co. Survey and Sections 11 and 12, Block "X", H. P. Hilliard Survey to the point of beginning:

And a tract of land lying in Martin County described as follows:

Beginning at a point on the City limits line of the City of Midland, said point lying at the intersection of the west R.O.W. line of State Highway 349 and the Midland-Martin County line and located approximately 73 feet west of the east section line and 183 feet south of the north section line of Section 11, Block 39, T-1-S, T&P Ry. Co. Survey;

Thence northwesterly along the west R.O.W. line of State Highway 349 approximately 11,403 feet to a point for a corner, said point being 660 feet

north of the south section line and 170.5 feet west of the east section line of Section 26, Block 39, T-1-N, T&P Ry. Co. Survey, said point lying on the west R.O.W. line of State Highway 349;

Thence northeasterly 660 feet north of and parallel to the south section lines of Sections 26 and 25, Block 39, T-1-N, T&P Ry. Co. Survey and Sections 32, 31 and 30, Block 38, T-1-N, T&P Ry. Co. Survey to a point for a corner; said point being 660 feet north of the south line and 660 feet east of the west line of said Section 30, Block 38, T-1-N, T&P Ry. Co. Survey;

Thence southeasterly a distance of approximately 15,909 feet along a line lying 660 feet east of and parallel to the west section lines of Sections 30 and 35, Block 38, T-1-N, T&P Ry. Co. Survey, and Sections 4 and 9, Block 38, T-1-S, T&P Ry. Co. Survey, to a point for a corner; said point being 660 feet east of the west line of said Section 9, and lying on the Midland-Martin County line:

Thence west along the Midland-Martin County line a distance of approximately 17,250 feet to the point of beginning;

City Election Precinct No. 29, containing County Voting Precinct No. 410.

SECTION FIVE. That in accordance with the provisions of Texas Election Code §§ 43.004, 271.002 and 271.003, the Municipal vote centers for the election to be held on Tuesday, November 4, 2025, are hereby designated as follows:

MIDLAND COUNTY

Annex Courtroom located at 2110 North A St.
Centennial Library, Meeting Room 113 located at 2503 W. Loop 250 N.
Fellowship Community Church located at 5206 Midland Dr.
Golf Course Church of Christ, Rooms 301 and 302 located at 3500 W. Golf Course Rd.
Greater Ideal Life Center, Samuel Evan Chapel located at 301 S. Tyler St.
Greenwood Baptist Church, Sanctuary located at 10909 FM 307
Library at the Plaza, Community Room located at 301 W. Missouri Ave.
MLK, Jr. Community Center, Activity Room located at 2300 Butternut Ln.
Odessa Country Club, Pool House located at #1 Fairway Dr.
Presence Church, Sanctuary located at 901 N. Midland Dr.
St. Paul's Methodist Church, Fellowship Hall located at 4501 Thomason Dr.

Stonegate Fellowship, Foyer of Building C located at 6000 W. Wadley Ave.

MARTIN COUNTY

Martin County Community Center located at 301 N. St. Theresa St., Stanton, Texas

SECTION SIX. That the method of voting shall be by paper ballots that are counted by a centralized optical scanner or by use of the electronic voting systems, as set out herein. Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on the date of such election; and election shall be held in accordance with the constitutional laws of the State of Texas and all qualified electors of the City of Midland, Texas, shall be entitled to vote.

SECTION SEVEN. That early voting in Midland County shall be conducted at the Midland County Election Administrator's Office, in the County Annex, 2110 North A Street, Midland, Texas in accordance with the provisions of Texas Election Code § 85.002. Early voting shall be by electronic voting system, and shall be conducted during the regular office hours of 8:00 a.m. to 5:00 p.m. on October 20, 2025, through October 24, 2025; from 7:00 a.m. to 7:00 p.m. on October 25, 2025; from 1:00 p.m. to 7:00 p.m. on October 26, 2025; and from 7:00 a.m. to 7:00 p.m. on October 27, 2025, through October 31, 2025. Applications for ballots by mail shall be addressed to Early Voting Clerk, P.O. Box 3434, Midland, Texas 79702. Contact information for the Midland County Elections Office is as follows: 432-688-4890, rolgin@mccounty.com, www.co.midland.tx/us/328/elections-office.

SECTION EIGHT. That early voting in Martin County shall be conducted at the Martin County Election/Voter Registrar Office, 110 W. School, Stanton, Texas 79782 in accordance with the provisions of Texas Election Code § 85.002. Early voting shall be by electronic voting system, and shall be conducted during the regular office hours of 8:00 a.m. to 5:00 p.m. on October 20, 2025, through October 24, 2025; from 7:00 a.m. to 7:00 p.m. on October 25, 2025; from 12:00 p.m. to 6:00 p.m. on October 26, 2025; and from 7:00 a.m. to 7:00 p.m. on October 27, 2025, through October 31, 2025. Applications for ballots by mail shall be addressed to Helen Floyd, Martin County Election Administrator, P.O. Box 1009, Stanton, Texas 79782. Contact information for the Martin County Elections Office is as follows: 432-607-3580, hfloyd@co.martin.tx.us, helen.floyd4591@yahoo.com, www.martincountytexas.com/158/Elections-Administration-Office.

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:

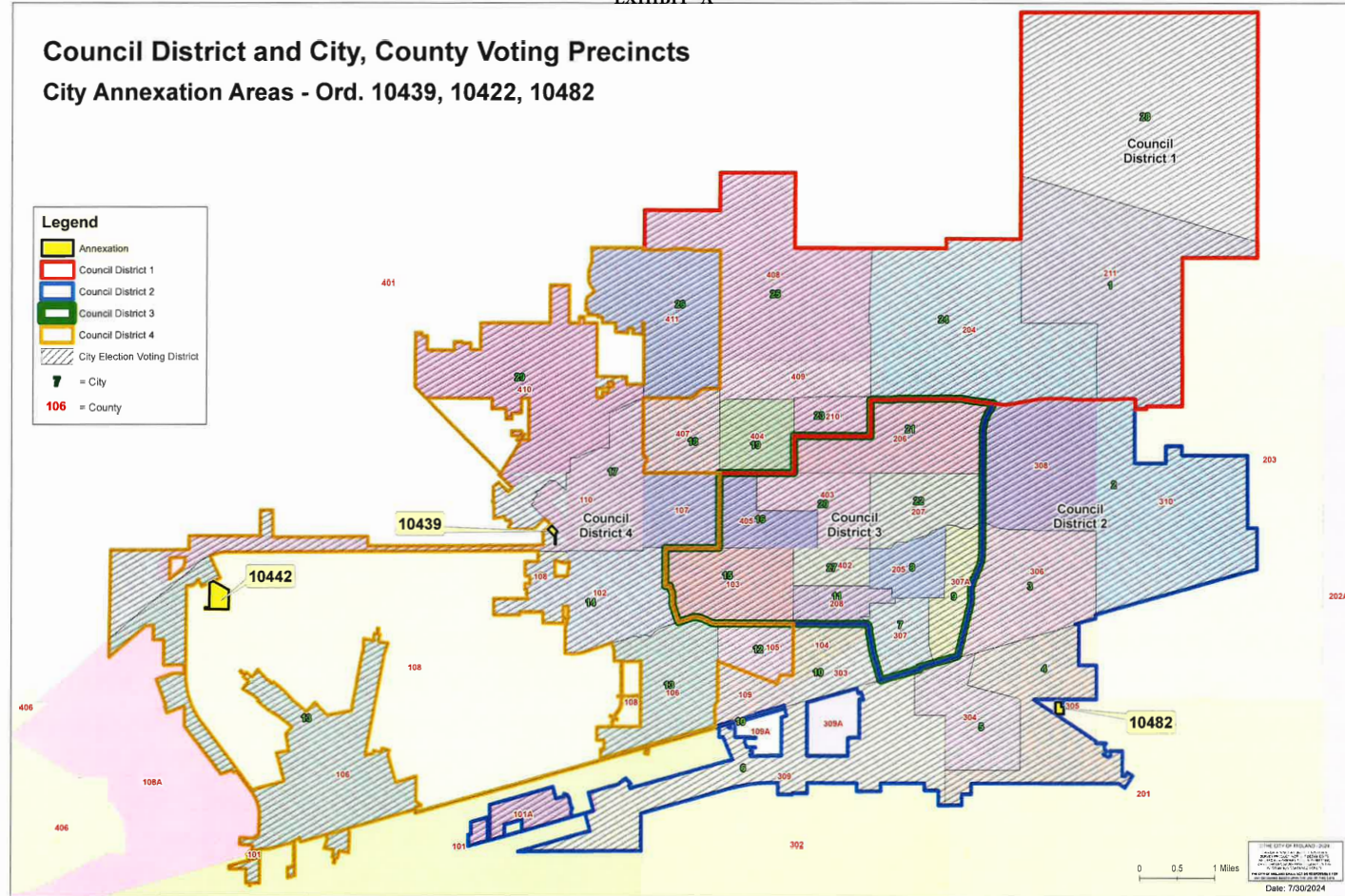
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

Nicholas Toulet-Crump, Interim City Attorney

EXHIBIT "A"

Council District and City, County Voting Precincts
City Annexation Areas - Ord. 10439, 10422, 10482





City Council Meeting

Item Number: 16
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: RESOLUTION ADOPTING THE CITY OF MIDLAND 2025-2029 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS AND THE 2025-2026 ACTION PLAN TO SAID CONSOLIDATED PLAN; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The Consolidated Plan establishes Midland's long-range strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing and homeless service's needs. The overall goal of the Consolidated Plan is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons. The First Year Action Plan describes specific priorities and objectives to be addressed and how HUD resources are to be distributed. Funding will consist of the 2025/2026 CDBG entitlement grant of \$ 973,186, prior year funds of \$200,000 and an estimated \$50,000 in program income from prior Owner-Occupied Housing Major Projects. Therefore, the total CDBG budget will be \$1,223,186. The Action Plan also serves as the City's application for 2025-2026 CDBG funds. To develop the Plan, we have undertaken a lengthy process allowing for citizen participation culminating in a draft plan document including the First Year Action Plan that underwent a 30-day public review period ending August 10, 2025 (no comments submitted). The review period was posted in the MRT and made available at several public locations. Therefore, the City can finalize and submit the plan to HUD who must receive the plan by August 16, 2025.

Recommended City Council Action:

Approve

Fiscal Impact:

No Fiscal Impact on city budget.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The First Year Action Plan outlines specific priorities and objectives, detailing how HUD resources will be allocated through contracts. The Community Development Block Grant office will fund the following programs:

- Casa de Amigos - Home Cleaning Program: \$47,421

- COMPHA-Langtry Village Apartments Appliances. – Replacement Program: \$54,668

- Casa de Amigos - Senior Nutrition Program: \$62,422

- Salvation Army of Midland - Homeless Nutrition Programs: \$80,000

- Senior Life Midland (SLM) - Meals on Wheels Weekend Program: \$60,000

- MCPHA-Village Square Apartment – HVAC Units Replacement: \$50,002

- West Texas Food Bank – Emergency Food Box Distribution Program: \$80,252

- Church on Wheels, Inc. – Facility Floor Replacement Program: \$12,421

Additionally, CDBG Block Grant funds (060) will be appropriated for the following:

- OHAP Major-Down Payment Assistance: \$100,000

- OHAP Minor Repair Program: \$75,000

- City of Midland Parks and Recreation Department - Hildalgo Park Restroom: \$275,000

- City of Midland Parks and Recreation Department – MKL Center Stage upgrades: \$50,000

- City of Midland Parks and Recreation Department – Hogan Park Tables, Dunagan Park Safety: \$80,000

- City of Midland Engineering Department – S. Benton Street ADA Sidewalk Project: \$196,000

These allocations reflect the commitment to address key community needs and support the stated objectives that align with previous Council actions.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE CITY OF MIDLAND
2025-2029 CONSOLIDATED PLAN FOR COMMUNITY
DEVELOPMENT AND HOUSING FUNDS AND THE
2025-2026 ACTION PLAN TO SAID CONSOLIDATED
PLAN; AND AUTHORIZING THE EXECUTION OF AN
APPLICATION FOR COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS**

WHEREAS, the Community Development Division of the Department of Development Services has prepared a draft of the 2025-2029 Consolidated Plan for Community Development and Housing Funds, which sets forth the City of Midland's strategy for the use of Community Development Block Grant funds for said fiscal years; and

WHEREAS, notice was published in the Midland Reporter-Telegram of a thirty-day public review and comment period regarding the draft plan, with said review and comment period having now expired; and

WHEREAS, the City Council finds it to be in the public interest to adopt the 2025-2029 Consolidated Plan for Community Development and Housing Funds and to submit the same for approval to the United States Department of Housing and Urban Development; and

WHEREAS, the Department of Housing and Urban Development requires the recipients of Community Development Block Grant Funds to prepare a yearly action plan to the Consolidated Plan for Community Development and Housing Funds for fiscal years 2025 through 2029; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the 2025-2026 Action Plan;

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

SECTION ONE. That the City Council of the City of Midland, Texas, hereby approves and adopts the Consolidated Plan for Community Development and Housing Funds for the City's Fiscal Years 2025 through 2029, a copy of said document being on file

with the City Secretary's office, referenced by the date and number of this resolution and incorporated herein by reference.

SECTION TWO. That the Mayor is hereby authorized and directed to execute on behalf of the City of Midland an application, No. 25-MC-48-0023, to the United States Department of Housing and Urban Development for Community Development Block Grant Funds in the amount of \$973,186.00 for fiscal year 2025-2026, by GSA Standard Form 424, HUD Form 424-B and certifications required under 24 CFR 91.225, 91.325, and 91.425 with budgetary attachments, copies of which are attached hereto and are incorporated within the City of Midland 2025-2026 Action Plan and made a part hereof for all legal purposes.

SECTION THREE. That the City will receive \$973,186.00 in Community Development Block Grant Funds for fiscal year 2025-2026, \$200,000.00 from the prior year's fund, and an estimated amount of \$50,000.00 in program income will be received for fiscal year 2025-2026, thus resulting in a total of \$1,233,186.00 in Community Development Block Grant funds that will be available in 2025-2026.

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

S:\Resolutions\CDBG\2025\2024-2025 Action Plan Amendment

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Isaac Garnett, Community Development
Administrator

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\CDBG\2025\2024-2025 Action Plan Amendment

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

eConsolidated Plan establishes Midland's long-range strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing and homeless service's needs. The overall goal of the Consolidated Plan is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons. The Consolidated Plan is also the means to meet the application requirements for four HUD programs. The City of Midland has only applied for and received the Community Development Block Grant (CDBG) program. The Plan covers the HUD five-year period, beginning October 1, 2025, through September 30, 2029. The city has also prepared the First Year Action Plan, and it is included with the Consolidated Plan. It covers the October 1, 2025, to September 30, 2026, period.

Overview. Every five years, the City of Midland (City) develops a five-year strategic plan as required by the U.S. Department of Urban Development (HUD). On behalf of the city, Community Development Department developed the 2025-2029 Consolidated Plan (Con Plan). The Con Plan details how the city plans to invest its resources to meet Houston's ongoing affordable housing, community development, economic development, and public service needs during the HUD five-year period from October 1, 2025, through October 1, 2029. There are sources that will be used to address priorities in the Con Plan.

The objectives of the 2025-2029 Con Plan are to

1. Improve housing opportunities by creating and preserving decent, safe affordable rental and homeowner housing.
2. Expand sustainable homeownership opportunities for low- and moderate-income families.
3. Reduce homelessness by assisting individuals and families to stabilize in permanent housing after experiencing a housing crisis or homelessness by providing appropriate housing and supportive service solutions.
4. Enhance quality of life for residents by ensuring access to appropriate services.
5. Strengthen neighborhoods by investing in infrastructure, enforcement of safety codes, and public facilities that maximize impact by providing access to services.
6. Create and maintain healthy and safe environments and homes by removing health and safety hazards from homes.

7. Enhance the City's economic stability and prosperity by increasing opportunities for job readiness and investing in economic growth to increase the number of jobs or goods and services available.
8. Promote and ensure fair access to housing for all residents.

Priorities and objectives from the 2025-2029 Con Plan align directly with CDBG's vision to create a city where everyone has a safe home they can afford in a community where they can thrive. The Consolidated Annual Performance and Evaluation Report (CAPER) is published to provide information to HUD and citizens about that year's accomplishments towards achieving the goals and objectives identified for that year. The 2025 Annual Action Plan represents the first year of the 2025-2029 Con Plan. The Annual Action Plan (Plan) is the City's official application for HUD entitlement grants and proposes programs and services to be funded during the City's Fiscal Year (FY) 2025 Program Year. The Annual Action Plan provides a concise summary of specific actions that will take place during the program year to address the priority needs and goals identified in the Consolidated Plan.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Annual Objectives:

The Plan identifies programs and activities that will be used to meet CDBG goals. As required by HUD, each activity is linked to one of three federal program objectives: 1) decent housing, 2) suitable living environment, or 3) economic development. Each objective is matched with one of three outcomes: 1) availability/accessibility, 2) affordability, or 3) sustainability.

Decent Housing:

Facilitate making decent housing more available, accessible, affordable, and sustainable for low- and moderate- income residents through acquisition, rehabilitation, and new construction of multifamily properties.

- Down payment and closing cost assistance to increase low-moderate-income persons' access to homeownership.
- Single-family home repair and development to preserve existing and expand new housing stock.
- Suitable Living Environment Make suitable living environments more available, accessible, affordable, and sustainable for low-and moderate-income residents through.
- Building/rehabilitating neighborhood facilities
- Code enforcement
- Support services for populations with special needs (e.g. elderly, persons with disabilities)

- Economic Development/Opportunities Increase access to economic opportunity for low- and moderate-income communities through
- Expansion of business products based on community need

- Business development services the "high" priority needs of the Plan are:
- Affordable homeowner housing
- Affordable rental housing for the elderly
- Affordable rental housing
- Homeowner home improvements
- Homeless services
- Special needs housing
- Street improvements
- Multi-purpose public facility
- Public services

3. Evaluation of past performance

The CDBG office achieved many of the goals set for the period of October 1, 2020, to September 30, 2025. A review of the fifth and final year of the past strategic plan period will be presented in the 2025 CAPER available in the fall of 2025. The CDBG Housing Rehabilitation and housing repair project has been successful for many years. The goals for homebuyer's assistance, housing minor repairs, street paving, sidewalk improvements, and neighborhood parks improvements, public services for senior citizens have been met with the final year accomplishments being completed by September 30, 2025. 100% of all the public service activities have been completed. These activities include providing health safety and public services elderly persons, and persons with disabilities. The Single-Family Home Repair Program achieved 100% of its 2020-2025 goals and the Single-Family Homebuyer Assistance Program achieved 95% of its 2020-2025 Consolidated Plan goals; additionally, all other activities will substantially meet or be very close to the goal by the end of the Consolidated Planning period in October 2025. The CDBG office will work diligently with awardees to carry out the remainder of the 2020-2025 Consolidated Plan goals listed in the prior plan.

4. Summary of citizen participation process and consultation process

In the development of the 2025-2029 Consolidated Plan, 2025 Annual Action Plan, and the 2025 Analysis of Impediments to Fair Housing Choice (AI), the Housing and Community Development Department (CDBG) planned an extensive citizen participation and stakeholder consultation process. CDBG worked with several City departments, the Midland Housing Authorities, non-profit organizations, and other stakeholders to ensure that the planning process was both comprehensive and inclusive. CDBG solicited information from other City departments, the private sector, non-profits, neighborhood-based organizations, and residents regarding existing conditions and strategies for addressing current needs. CDBG recognizes that Midland residents are the center of, and partners in, the development and execution of these Plans.

Opportunities for citizen input were provided throughout the planning process through

1. • Publications and Postings
2. • Public Hearings
3. • Community Meetings
4. • Listening Sessions
5. • Community Needs Survey and the Fair Housing Survey

The CDBG office adhered to its CDBG Citizen Participation Plan. Specifically, publicity for scheduled meetings and events was made, a citizen survey was conducted, community meetings were conducted, four focus groups arrived at recommended priorities and goals, and the Midland City Council held two public hearings. Effort was made to include as many sub-populations/groups and/or advocate groups for them in the process.

5. Summary of public comments

A summary of citizen comments on the 2025-2029 Consolidated Plan and 2025 Annual Action Plan. Comments from the public comment period will be included in the final plan. The Appendix contains comments made at community meetings and by those completing a citizen survey.

6. Summary of comments or views not accepted and the reasons for not accepting them

Such comments or views will be available once the development process is completed. CDBG considered all comments and views and will not reject any responses specifically.

7. Summary

During the next five years, CDBG will build upon experience and new strategies striving to meet the new strategic goals set in this Con Plan. CDBG will continue to focus on using data-driven approaches and utilize various citizen and stakeholder participation techniques to validate the needs and priorities set in the Con Plan. CDBG continues to make great strides in addressing the community's needs and the Consolidated Plan priorities through community involvement, evaluating past performance, and responding to experience with improved efficiency. This document has been developed to satisfy the Consolidated Planning requirements of HUD. Goals are principally those that can be funded, assuming availability of funds, by the CDBG program or that can be administratively supported by City staff and/or the Midland City Council. The Plan consists of a needs assessment, a housing market analysis, the strategy plan and the first-year annual action plan. Lead-based paint concerns, barriers to affordable housing, the citizen participation process and an anti-poverty strategy are also discussed.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative

The lead agency for overseeing the development of the Consolidated Plan is the City of Midland's Department of Development Services through its Community Development Division or CDBG Office. Major public and private agencies responsible for administering programs covered by the Consolidated Plan are the City of Midland, local housing authorities and numerous housing and social service non-profits.

Consolidated Plan Public Contact Information

Community Development Manager City of Midland
300 N Loraine, Suite 410

P.O. Box 1152

Midland, Texas 79702

432-685-7408

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Midland recognizes that partnerships with public and private entities are vital to the provision of effective services to the Midland community. Each strategy prioritized by the City of Midland is only accomplished through effective collaborations with community partners. These partners provide the expertise needed to ensure quality service provision, housing development, and neighborhood revitalization efforts. In preparation for this Con Plan, CDBG office performed extensive outreach to both residents and stakeholders. These stakeholders included people who work with low- and moderate-income persons, persons with special needs, persons of protected classes, or work in low- and moderate-income areas. Coordination and consultation with public and private agencies is important to the City of Midland when developing its Consolidated and Annual Action Plans. CDBG will continue to work with a number of City departments, both Midland Housing Authorities, major non-profit organizations, and other stakeholders to ensure that the planning process is both comprehensive and inclusive. CDBG secures information from stakeholders and residents regarding existing conditions and strategies for addressing current needs. With respect to economic development, we coordinated with private industry, businesses, developers, and social service agencies. In PY 2020, CDBG plans to continue to obtain meaningful input to strengthen programming and activities through the consolidated planning process.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Midland strives to collaborate with public and private agencies to ensure funding priorities are in line with current community development goals. CDBG is involved in many community collaborations with an aim to enhance coordination between housing and service providers in order to better serve the community. CDBG continues to lead a community-wide effort to create subsidized affordable housing units that are linked to mainstream and social supports, including primary and behavioral health care and housing in partnership with Midland PermianCare and Midland Housing Authorities. The Community Development Office has long standing, working relationships with both housing authorities in the city. All are members of the Midland Affordable Housing Alliance and participants in the Homeless Coalition as part of the Remainder of State for West Texas. The same relationships exist with other local housing providers. Through the Homeless Coalition, the City maintains relationships with mental health providers and homeless shelter and services providers with specific responsibilities for homeless individuals and families. The City also participates in other umbrella/coalition efforts that seek to address other issues that relate to housing and public service needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

As a member of the Midland Homeless Coalition, the City participates in monthly meetings, annual Point-In-Time counts, and a range of support for the efforts of the individual agencies making up the Coalition.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not receive ESG funds; yet we strive to address as best as we can the issue of homelessness in the Midland community. The local HMIS is handled by local past recipients of State of Texas ESG funds. The strategy developed in the Midland area for homelessness prevention prioritizes people who are at-risk of homelessness and who have experienced homelessness in the past under the HEARTH Act. Activity priorities will be assist in making referrals for homeless prevention and rapid rehousing service where available. Rapid rehousing activities will target those that: are veterans homeless, are part of a family that is homeless, and are fleeing/attempting to flee domestic violence.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	MIDLAND COUNTY HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA Services-Children Services-Elderly Persons Services-Persons with Disabilities Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organizations participate in monthly meeting with the Midland Affordable Housing Alliance whereby issues of affordable housing, poverty and homelessness are discussed to with the purpose finding solutions.
2	Agency/Group/Organization	MIDLAND HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Employment Service-Fair Housing Services - Victims Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Division coordinate and plan for affordable housing construction in established neighborhoods to improve revitalization efforts.

3	Agency/Group/Organization	Midland Affordable Housing Alliance
	Agency/Group/Organization Type	Housing Services-homeless Services-Education Service-Fair Housing Planning organization Business Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Midland Affordable Housing Alliance provide strategies, planning and potential land acquisition efforts to increase affordability of Low-moderate income families.

Identify any Agency Types not consulted and provide rationale for not consulting

The City is not aware that any agency type has not been consulted. CDBG contacted many organizations through various outreach techniques including meetings, e-mails, phone calls, and surveys to solicit input and participation in the planning process. CDBG believes that all critical agency were consulted and did not intentionally fail to consult with any particular agency.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	The City of Midland CDBG Division is part of the balance of state planning strategies lead by THN seeking to abate and prevent Homelessness.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City communicates and coordinates with other Midland governmental entities, local housing authorities, the City of Odessa and various State departments on an as needed basis. The City provided copies of the draft Consolidated Plan to the following governmental entities: Permian Basin Regional Planning Commission, Midland Housing Authorities and Midland County Housing Authority, Midland County, Midland Community Health Systems and Priority Midland/Midland Development Corp. Coordination of efforts remains a high priority for the City of Midland. CDBG continues to broaden its outreach efforts and has been able to gather and provide more strategic input into the planning process this year.

Narrative (optional):

We will continue to work closely with other nongovernmental agencies in the area, the state, and the federal government to receive feedback for and implementation of the Consolidated Plan.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The CDBG office recognizes that Midland residents are the center of, and partners in, the development and execution of the Con Plan. The Citizen Participation Plan (CPP) establishes a means by which residents, public agencies, and other interested parties can actively participate in the development of the Con Plan, Annual Action Plan, Substantial Amendments, and the Consolidated Annual Performance and Evaluation Report (CAPER). It also sets forth the jurisdiction's policies and procedures for citizen participation. Using the CPP as a guide, this office aggressively solicited community involvement and provided residents with every opportunity to become involved in the development of this Con Plan. The priority needs for the City of Midland 2025-2029 Consolidated Plan were determined through analysis of information gathered from a variety of sources. The department utilized numerous focus groups, one-on-one interviews, public meetings, and survey instruments to get input from organizations and the public. A summary of all data collected was presented to the HUD and a list of potential needs were developed by the City's CDBG Administration. The priority needs were presented to the public at a series of meetings throughout the city, where citizens were given the chance to prioritize the needs they believed should be addressed throughout the next five years. In addition to this, an online survey was conducted allowing citizens an additional method of ranking the potential needs. There was concerted effort to reach out to diverse populations including outreach to minorities, non-English speaking persons, persons with disabilities, and special needs populations. The following is a summary of these efforts.

1. Held public hearings in the evening after regular working hours and attended other community meetings at night and during the day to make in-person public input opportunities available throughout the day for residents.
2. Advertise public hearings and the Community Needs Survey in community newspaper Midland Reporter Telegram.
3. Published in Spanish and made the Community Needs Survey available in English and Spanish.
4. Made staff available to attend and present at any organization's request from October through February 2020.
5. Attended community meetings in areas of the city with a high number of minority residents and low-moderate-income populations.
6. Held Focus Groups with stakeholders, including housing advocates, financial institutions, housing providers, persons with disabilities, and Fair Housing advocates. The City's Citizen Participation Plan for the CDBG program provides policies and procedures that assure that the public has adequate notice and opportunities to provide input into the development of the Consolidated Plan and the Annual Action Plan. Beside normal publicity for scheduled meetings and events, direct notification to organizations and interested citizens (50 of each respectively) was made. A citizen survey was conducted using the internet and community meetings. Three community meetings were conducted and three focus groups

Demo

aided in analyzing the results and arriving at recommended priorities and goals. The Midland City Council held two public hearing. Efforts were made to include as many sub-populations/groups and/or advocate groups for them in the process.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Community Meetings	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Three community (Neighborhood) at different locations were conducted with attendance ranging from 10 to 30 people. One meeting was in the evening and two in the afternoon. Spanish facilitators were available. Attendees were asked to prioritize which goals they felt were most important to accomplish during the consolidate Plan.	Speakers expressed the need for improved transportation services, greater access to fresh food, educational programs, employment training, job creation and retention, increased access to affordable housing, housing rehabilitation, demolition and clearance, services for the Homeless, education, and supportive services.	Some comments were very specific city service concerns. These were passed on to the appropriate City Departments on the following days. All comments were considered in the prioritization of needs process.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No responses reported to this office	No comments received to this office	All comments were considered in the prioritization of needs process	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	11 persons attended the two public hearings conducted by the City Council.	Citizens were in support of affordable housing programming and public services for which applications had been submitted to the city.	All comments were considered in the prioritization of needs process.	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Community Meetings	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The need for more Low- income senior living housing, in-home cleaning for homebound persons, access to community health facilities, senior services and public quality of Life projects.	A priority for the focus groups are affordable housing and senior services increase throughout the city.		

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Midland faces overwhelming housing needs. To better understand community needs, the city examines needs based on household income level as defined by the HUD Area Median Family Income (HAMFI). The development of the 2025-2029 Con Plan coincided with the drafting of the 2025 Analysis of Impediments to Fair Housing Choice (AI) allowing for research and coordination of public engagement, demographic research and analysis, program evaluation, and development. Research has highlighted some of the following problems.

- Income deficiency
- Financial literacy
- Housing cost burden/affordability
- Aging and limited housing stock
- The lack of homeownership opportunities/programs
- Incongruity of jobs, wages, rent, and for-sale prices
- Accessibility
- Insufficient neighborhood amenities

Availability of amenities and the mobility of persons with disabilities Developing a picture of the current needs in the city begins by looking at broad trends in population, income, and household demographics. Once that data has been gathered, they can be examined with a more nuanced analysis of variables, such as how family and household dynamics relate to race and housing problems. Whenever possible, each of these issues is juxtaposed with economic and demographic indicators to determine if certain groups carry a disproportionate burden. Understanding the magnitude and prevalence of these issues in the City of Midland is crucial in aiding in setting evidence-based priorities for entitlement programs. Principally relying on data provided by HUD and the Census Bureau's American Community Survey, the needs assessment looks at housing needs from the perspective of households and their income levels. These data sets quantify housing problems, such as overcrowding and cost burden, and housing condition (lack of complete kitchen or plumbing facilities) to a degree. Additionally, the needs assessment is an opportunity to analyze homeless, public housing, community development, and non-homeless special needs.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The housing needs of a community are, like all items in the market economy, a product of supply and demand. However, determining the factors that influence supply, and demand is much more complicated than building one house for one household. Changes in population, household size, availability of rental housing, income, and the condition of a property all work to shift the community's housing needs. Since 2024, the population of Midland has increase at an exponentially rate to an average median home sale price of \$335,000 at present and some homes listings at and above \$400,000, well above other parts of the State. In 2020 the city/county has grown to more than 176,000 people in 2024. The number of homes needed at a rent-reasonable price in the Midland community has dramatically gone up which points to an even greater need for antipoverty and substandard living strategies to be implemented immediately. Many Residents today have a higher income than they did in 2025. Unfortunately, due to Inflation they have less buying power. The median household income in 2024 is above of (\$93,000). Financially, residents buying power has not kept pace with inflation thus creating a scenario of some Midlanders being worse off now while making more than before. The implication is reflected in the American Community Survey Estimates below. The following data serves as an analysis of housing problems in Midland according to the U.S. Census Bureau information provided by American Community Survey 5-Year Estimates. The term extremely low income (XLI) refers to a household with income from 0%-30% of AMFI (area median family income); very low income (VLI) refers to a household with income from >30%-50% of AMFI and could include XLI households; and low income (LI) refers to a household with income from >50%-80% of AMFI and could include VLI households.

Demographics	Base Year: 2020	Most Recent Year: 2024	% Change
Population	0	0	
Households	0	0	
Median Income	\$0.00	\$0.00	

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	5,725	5,335	8,140	4,940	23,485
Small Family Households	1,635	1,835	3,580	2,745	13,080
Large Family Households	480	545	810	685	2,380
Household contains at least one person 62-74 years of age	990	860	1,235	740	4,315

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	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person age 75 or older	1,130	875	710	385	1,190
Households with one or more children 6 years old or younger	1,360	1,395	1,715	1,395	4,260

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	145	40	10	10	205	10	0	30	35	75
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	65	380	405	245	1,095	30	35	100	0	165
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	35	220	200	35	490	230	25	70	90	415
Housing cost burden greater than 50% of income (and none of the above problems)	2,525	755	65	0	3,345	955	370	295	0	1,620
Housing cost burden greater than 30% of income (and none of the above problems)	205	925	1,120	315	2,565	385	805	1,205	580	2,975

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	290	0	0	0	290	80	0	0	0	80

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,775	1,395	675	290	5,135	1,220	430	495	130	2,275
Having none of four housing problems	675	1,210	2,605	1,610	6,100	1,060	2,300	4,360	2,910	10,630
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,135	715	690	2,540	285	560	720	1,565
Large Related	115	165	35	315	60	79	145	284

Demo

	Renter				Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total
Elderly	590	194	55	839	690	275	280	1,245

Demo

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Other	1,135	1,030	580	2,745	310	260	445	1,015
Total need by income	2,975	2,104	1,360	6,439	1,345	1,174	1,590	4,109

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	275	275	255	245	0	500
Large Related	0	0	40	40	60	4	0	64
Elderly	545	104	10	659	405	90	85	580
Other	0	1,075	430	1,505	230	0	0	230
Total need by income	545	1,179	755	2,479	950	339	85	1,374

Table 10 – Cost Burden > 50%

Data 2016-2020 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	100	580	470	245	1,395	210	15	100	50	375
Multiple, unrelated family households	0	15	0	0	15	45	45	70	45	205
Other, non-family households	0	0	145	35	180	0	0	0	0	0
Total need by income	100	595	615	280	1,590	255	60	170	95	580

Table 11 – Crowding Information – 1/2

Data 2016-2020 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Alternate Data Source Name:

2023-2024 ACS

Data Source

Comments:

Describe the number and type of single person households in need of housing assistance.

It is estimated that Midland has nearly 10,000 low- and moderate-income families with children with disabilities who may need housing assistance. The needs of families with an individual with a disability vary greatly depending on the disability and severity of the disability. Not all persons with disabilities need housing assistance, and those have different needs ranging from minor modifications for better physical mobility in a home to social services tied with housing. Safe Place of Midland and the Genesis Center both provide emergency and short-term shelter for victims of domestic violence. However, neither has the requested information.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

It is estimated that Midland has nearly 18,000 low- and moderate-income families with children with disabilities who may need housing assistance. The needs of families with an individual with a disability vary greatly depending on the disability and severity of the disability. Not all persons with disabilities need housing assistance, and those have different needs ranging from minor modifications for better physical mobility in a home to social services tied with housing. Safe Place of Midland and the Genesis Center both provide emergency and short-term shelter for victims of domestic violence. However, neither has the requested information.

What are the most common housing problems?

Thousands of households in the city have moderate to severe housing problems. This is not surprising given the cost of home repairs is higher in Midland than many other Texas cities which discourages low- and moderate-income families to put off need repairs. Housing cost burden is the need for a household to pay more than 30% of the household's income for housing and a severe housing cost burden is the need for a household to pay more than 50% for housing costs. By far, housing cost burden is the most common housing problem in Midland. A related problem is a high rate of overcrowded housing, meaning that there is more than one person per room, or it is severely overcrowded, meaning more

than 1.5 persons per room. Approximately, 20,000 households earning below the 80% area median family income have overcrowding issues. These are the two most common housing problems for Midland's low- and moderate-income households. There are still households without complete plumbing or kitchen facilities, yet in recent years, our housing surveys have suggested a trend towards fewer households having these two housing problems.

Are any populations/household types more affected than others by these problems?

According to 2023-2024 CHAS data for Midland, low-income households are more affected by housing problems than other groups in Midland. When reviewing all income categories, approximately 18% of homeowners and 43% of renters have housing problems. However, for households earning below 80% of the AMI, 44% of homeowners and 63% of renters have housing problems. In addition, the number of renters affected outweighs the number of homeowners; subsequently, renters experience housing problems at a much higher rate than that of homeowners. In addition, certain persons or households face greater challenges than the general population in finding housing given their unique special needs or circumstances. These categories of families are generally fixed income, limited mobility and large family units.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Many very low-income households are rent burdened, have low paying jobs or are unemployed, and/or are uninsured. Most are at risk of losing their housing through eviction due to inability to pay rent. Single-headed families earn less than married couples earn and therefore are at greater risk of losing housing. Comparing single-headed households by sex of the head of household reveals a stark difference between median-incomes. Female-headed family households, with and without children, made up over a quarter of the family households in Midland. Extremely low-income seniors and persons with disabilities represent two other groups that are at high risk of homelessness due to their limited income and additional needs. CDBG has been working with our local PHA's to target and assist in rapid rehousing through the Midland Homeless Network, Salvation Army and the Big Spring VA Regional Health Care Systems to those that: are first time homeless, chronically homeless, are part of a family that is homeless, and are fleeing/attempting to flee domestic violence. Approximately 38% of the renters in Midland have rental obligations that consume more than 30% of their household income. This presents an unreasonably large burden on such households; one for which increasing income is the most likely cure. Homelessness prevention programs sponsored by Midland Hospitality Network are designed to assist at-risk renters before they reach an unresolvable impasse with their landlords needs sufficient funding and the necessary level of promotions so that the community know how and when to take advantage of them.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The city does not have a methodology for estimating the number of at-risk households.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

For many people, limited or lack of income can be linked to instability and risk of becoming homeless; particularly, when income exceeds the cost of living, individuals may be less able to maintain stability. There are large numbers of households in Midland paying half of their gross monthly income for housing costs. Other expenses such as transportation, food, utilities, healthcare, and other costs decrease dispensable income and a household's ability to save. Consequently, a household can be more vulnerable if unexpected life issues such as natural disasters, illness, job loss or another circumstance that causes a loss of income/family member or an unexpected expense. Additionally, lack of housing options that suit household's needs may exacerbated mental illness, physical illness, and chronic substance abuse. The factors that contribute to an increased risk of homelessness are as varied as the populations Served by the programs available to address them. Lack of sufficient income or the employment stability needed to generate adequate income is a key element. Health issues (both mental and physical) and the lack of education or having job skills that aren't valued or needed by employers can heavily influence the amount of income available to pay for a family's housing. Substance abuse, criminal background, prior evictions, high levels of debt and the loss of benefits (such as housing vouchers or Temporary Assistance for Needy Families (TANF)) can adversely influence the stability of a family's housing situation. Incidences of domestic violence or human trafficking can also greatly diminish one's ability to afford housing, especially when children are involved.

Discussion

Reviewing the data provided above along with the comments received during the consultation process access to decent affordable housing remains paramount for the overall well-being of working families in Midland. Many residents are cost-burdened which puts a financial strain on the households. This was considered when creating the priorities, needs, and goals; however, with limited funds, and a large number of families in need, solutions to these issues must be targeted towards the highest priorities.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD's eCon Planning Suite desk guide, a disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the needs of that category of need. The following will provide an assessment on the disproportionate housing need in the City of Midland based on race and ethnicity. The following series of tables looks at the existence of housing problems amongst different racial and ethnic groups across the 0%-30%, 30%-50%, 50%-80%, and 80%-100% AMI cohorts

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,585	1,145	0
White	1,480	315	0
Black / African American	455	190	0
Asian	4	10	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	2,605	605	0
0	0	0	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,555	1,785	0
White	1,000	755	0
Black / African American	570	275	0
Asian	40	20	0
American Indian, Alaska Native	75	0	0
Pacific Islander	0	0	0
Hispanic	1,870	730	0
0	0	0	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Alternate Data Source Name:
2023-2024 ACS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,495	4,645	0
White	1,605	2,050	0
Black / African American	440	345	0
Asian	45	65	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	1,405	2,120	0
0	0	0	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Alternate Data Source Name:
2023-2024 ACS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,315	3,625	0
White	520	1,785	0
Black / African American	255	205	0
Asian	39	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	450	1,600	0
0	0	0	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD's eCon Planning Suite desk guide, a disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the needs of that category of need. The following will provide an assessment on the disproportionate housing need in the City of Midland based on race and ethnicity.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,995	1,735	0
White	1,300	495	0
Black / African American	350	300	0
Asian	4	10	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	2,300	905	0
0	0	0	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,825	3,510	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	555	1,200	0
Black / African American	290	550	0
Asian	0	60	0
American Indian, Alaska Native	75	0	0
Pacific Islander	0	0	0
Hispanic	905	1,695	0
Other	0	0	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,170	6,965	0
White	235	3,415	0
Black / African American	325	460	0
Asian	0	110	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	610	2,920	0
Other	0	0	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	420	4,520	0
White	40	2,270	0
Black / African American	125	335	0
Asian	35	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	215	1,830	0
Other	0	0	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

There are several hundred households showing a disproportionate need in NA-15, this does not mean the level of housing problems experienced is low. Of the 70,000 plus households included in these tables, half households have one or more of the four housing problems. Analysis of data in the Disproportionally Greater Need 0-30% AMI table:

Housing Problems shows that:

- 50% of households in this income bracket have one or more housing problems, ranging higher based upon each racial and ethnic category.
- The highest incidence of problems within a racial/ethnic group occurred in the white/Hispanic racial category.
- Whites/Hispanic are also disproportionately impacted with having one or more of the four housing problems.
- Analysis of data in the Disproportionally Greater Need 50-80% AMI table: Housing Problems shows that: 36% of households in this income bracket have one or more housing problems.

Demo

- The two highest incidences of problems within a racial/ethnic group occurred in the white/Hispanic which represented 89.3% of the population with housing problems in this income bracket.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

This section seeks to identify if any racial or ethnic group has a disproportionately greater need due to housing cost burden.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	35,245	6,655	5,350	370
White	18,820	2,930	2,025	160
Black / African American	2,330	765	705	60
Asian	675	90	4	0
American Indian, Alaska Native	150	75	15	0
Pacific Islander	40	0	0	0
Hispanic	12,995	2,750	2,580	150

Table 21 – Greater Need: Housing Cost Burdens AMI

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Discussion:

The majority of Midland households have a significant amount 22.8% of senior homeowners are cost-burdened paying over 30% of their household income for housing expenses,56.1% of senior renters are cost-burdened,16.2% of all homeowners are cost-burdened and 46.4% of all renters are cost-burdened.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Generally, whites/Hispanic in the 50% to 100% of AMI have a disproportionately greater need due to housing problems.

If they have needs not identified above, what are those needs?

Not applicable.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Overall, irrespective of race, low-income people experience disproportionate need with severe housing problems. While smaller in representation, American Indian/Alaskan Natives are racial groups with a higher number of households that are housing cost burdened at an AMI below 30%. The number of African American experience severe housing burdens with an AMI under 50%.

Whites/Hispanic experience housing problems, including cost burden of any racial group. All racial/ethnic groups have households that are severely cost burdened of Midland.

NA-35 Public Housing – 91.205(b)

Introduction

Two housing authorities operate in Midland. One is the City of Midland Housing Authority that was established in 1971 by the City of Midland. The Midland City Council appoints the City Housing Authority Board of Commissioners. Otherwise, the City Housing Authority is independent of the city. The second housing authority is the Midland County Housing Authority that was created in 1988 by the Midland County government. The County Commissioners Court appoints the County Housing Authority Board of Commissioners. The County Housing Authority is independent of the County government. The City PHA operates the Hillcrest Manor public housing property. The County PHA manages the rental vouchers program.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	183	521	0	521	51	0	12

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	13,917	0	14,004	8,621	0
Average length of stay	0	0	0	5	0	5	0	0
Average Household size	0	0	0	2	0	2	1	0
# Homeless at admission	0	0	0	3	0	0	3	0
# of Elderly Program Participants (>62)	0	0	0	51	0	51	0	0
# of Disabled Families	0	0	0	103	0	98	5	0
# of Families requesting accessibility features	0	0	0	372	0	366	6	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	175	0	173	2	0	0
Black/African American	0	0	0	196	0	192	4	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	119	0	119	0	0	0
Not Hispanic	0	0	0	253	0	247	6	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Midland PHA's have completed reviews and modifications to comply with Section 504. Generally, the availability of 504 meets the needs of the tenants on the waiting list.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Households on the voucher program waiting list need accessible units and especially units with sufficient bedrooms. The public housing waiting list is limited to the households eligible for the City PHA's programs that are only for elderly and disabled households. In the following tables are the Public Housing income tier waitlist and waitlist by bedroom size along with the Section 8 waitlist. The immediate need for Public Housing residents is an increase in housing unit's availability, specifically for those who are extremely low-income (30%-50%) and those who are need of a one bedroom. This was seen to be a clear trend throughout the existing waiting list as well as the site-based waiting. The voucher program for those families with children are primarily in need of three- and four-bedroom units based on the PHA waiting list.

How do these needs compare to the housing needs of the population at large

The individuals and families applying for public housing or vouchers are predominately low-income or very low-income, earning below 50% of the AMI. The needs of those on the waiting list for public housing and Section 8 are like the population at large in that the needs are associated with economic barriers that intensify the problem of housing affordability in the area. The majority of those on the waitlist for public housing are extremely low-income, earning below 30% of the AMI, and are waiting for one-bedroom units. This illustrates how very low-income house percentage of housing problems and therefore are most likely in need of housing assistance. The Midland report finds that there is a deficit of approximately 2,500 affordable and available rental units for individuals/families at or below extremely low income. These numbers far exceed the number of individuals and families on the PHA's waitlists. The majority of those on the Section 8 waiting list are families with children, making up 82% of the waiting list. This shows how families with children are cost burdened and reinforces the need for large family rental apartments near higher performing schools that are affordable for low-income families, including families receiving vouchers or other assistance.

Discussion

The demand for public housing and vouchers in Midland continues to increase, as does the number of low-and-moderate-income residents. While PHA's administered 521 vouchers in September 2024, several hundred families applied, and many were pulled to be added to the Housing Choice Vouch waitlist. This shows a clear need in the community for additional ways to subsidize rents for low- income families.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The annual Point-in-Time Homeless Count & Survey is a requirement of the U.S. Department of Housing and Urban Development (HUD) for the local Continuum of Care (CoC) Balance of State. The Count illustrates trends over time (increases or decreases) in homelessness and provides insights into the effectiveness of a community's housing programs and homeless services. The Midland Homeless Coalition of Midland County serves as lead agency and coordinates the Count as part of those responsibilities. A Point-In-Time (PIT) Homeless Count & Survey of sheltered (i.e., those in emergency shelters, transitional housing, or haven) and unsheltered persons experiencing homelessness in the midland County area was held on the night of January 21, 2025. The purpose of the Count is to determine the number of persons experiencing homelessness [defined by the Department of Housing and Urban Development (HUD) as those staying in emergency shelter, transitional housing, or haven programs with beds dedicated for homeless persons or those persons who are unsheltered (i.e., staying in a place not meant for human habitation)] on a single night. The Count is a federal requirement for all communities receiving McKinney-Vento funding from HUD. Due to the size of the geographic area covered by the Count, we know that not all unsheltered persons experiencing homelessness can be identified in a short period of time (we are more confident about counting the number of those experiencing homelessness who are sheltered). The Count gives a good assessment of the extent of the problem in the region and can allow for comparisons over time to help understand how well a community is solving the problem of homelessness.

The 2025 Count included individuals staying in emergency shelters, transitional housing units, and safe havens on the night of 21 January based on reports received from the programs and data entered the Homeless Management Information System (HMIS). Individuals experiencing unsheltered homelessness (those sleeping on the streets or in other places not meant for habitation) were counted using direct engagement and interviews when possible, and observation if not. Teams walked under bridges, along the highways and other areas where encampments of unsheltered individuals experiencing homelessness had been identified. They also investigated abandoned buildings where persons experiencing homelessness have may have been residing. The information below describes the results of the 2025 PIT count as well as information from the Homeless Information Management System (HMIS). HMIS is a computerized data collection tool specifically designed to capture client-level, system-wide information over time on the characteristics and services needs of men, women and children experiencing homelessness. HMIS allows the aggregation of client-level data across homeless service agencies to generate unduplicated counts and service patterns of clients served. The city relies on the efforts of the Midland Homeless Coalition (MHC) for counting the homeless in Midland. The MHC has been in existence since the late 1990s and has had the lead role in developing the homeless strategy of the City's Consolidated Plans since 2000. The

Demo

City's Community Development Office has been active in the MHC since its inception. The Network is a statewide non-profit and receives some of its funding from the Texas Department of Housing and Community Affairs and the Texas Department of State Health Services.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	0	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Alternate Data Source Name:
2023-2024 ACS

Data Source Comments: 2025 Point-in-Time (PIT) Count, revealing that 300 individuals in Midland are experiencing homelessness. This includes 89 children, 157 adults, and 54 seniors. Among them, 14 are veterans, 42 individuals are chronically homeless, 239 individuals are sheltered and 61 remain unsheltered.

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Housing is the solution to homelessness for low-income families. Most families would benefit from assistance to help them rapidly reconnect to permanent housing. Rapid re-housing provides help with housing search, financial assistance, and case management services to help families quickly transition out of shelter and back into housing of their own. A small subset of families may require more intensive or long-term support, through the provision of transitional housing, permanent rental assistance, or permanent supportive housing to escape homelessness. Families can also benefit from connection to other supports designed to strengthen and improve their lives, such as childcare, employment assistance, early childhood services, income support, or mental health counseling. Veterans are not unlike civilians when it comes to homelessness. They must navigate the lack of affordable housing and economic hardship that everyone faces in addition to the challenges brought on by multiple and extended deployments. Taken together, these factors create a population that deserves—but can often struggle with housing stability. Research indicates that those who served in the late Vietnam and post-Vietnam eras are at the greatest risk of becoming homeless but that veterans from more recent wars and conflicts are showing great concern. Veterans returning from deployments often face invisible wounds of war, including traumatic brain injury and post-traumatic stress disorder, both of which correlate with homelessness.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Alternate Data Source Name:
2023-2024 ACS

Data Source
Comments:

41 fewer people experiencing homelessness compared to 2024. The Pit count had 36 more individuals staying in shelters in 2025 and 77 fewer unsheltered individuals compared to last year. These numbers suggest a shift in the homeless population, with some individuals accessing shelters or others finding stable housing. However, various factors, such as relocation or other circumstances, may also contribute to these changes.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

PIT estimates that an additional 300 individuals have permanent housing issue on a daily basis. When compared to the general population of Midland; low-income and homeless families, children experiencing homelessness have been shown to:

- Have higher levels of emotional and behavioral problems.
- Have increased risk of serious health problems.
- Are more likely to experience separations from their families; and
- Experience more school mobility, repeat a grade, be expelled or drop out of school, and have lower academic performance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Most minority groups in the United States experience homelessness at higher rates than Caucasians, and therefore make up a disproportionate share of the homeless population. Nationally, the most striking disproportionality can be found among African Americans. The effects of long-standing discrimination linger and perpetuate disparities in poverty, housing, criminal justice, and health care are major contributors to homelessness. Poverty, particularly deep poverty, is a strong predictor of homelessness, and African American households are much more likely to experience poverty than their other ethnic groups. More than one in five African Americans live in poverty.

Rental Housing Discrimination

Black families are more likely to live in areas of concentrated poverty — areas that have limited economic opportunities, fewer services, and poorer educational resources. People who become homeless are likely to have lived in these neighborhoods immediately before their homelessness. Data show that African Americans often face barriers when attempting to move to more favorable neighborhoods.

Incarceration

The incarceration rate for African Americans tripled between 1968 and 2016 and is more than six times the Caucasian incarceration rate. A history of involvement with the criminal justice system can keep people from successfully passing background checks needed to secure housing or employment. People exiting jails and prisons face significant problems in accessing safe and affordable housing, which can result in homelessness.

Mental Health Treatment.

People whose serious mental illness goes untreated are particularly vulnerable to homelessness; both poverty and lack of access to care contribute to disparities in mental health. African Americans are 10 percent more likely to report psychological distress than Caucasians and are far more likely to be uninsured. More than half of U.S. residents without health insurance are people of color.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Rental Housing Discrimination

Black families are more likely to live in areas of concentrated poverty — areas that have limited economic opportunities, fewer services, and poorer educational resources. People who become homeless are likely to have lived in these neighborhoods immediately before their homelessness.

Data show that African Americans often face barriers when attempting to move to more favorable neighborhoods. People sleeping on park benches and street corners are the most visible reminder of the United States' continuing struggle with homelessness. According to the 2025 Annual Homeless Assessment Report to Congress published by HUD, on any given night in the U.S., over half a million people experience homelessness and over two hundred thousand individuals are unsheltered, sleeping outside or in places not meant for human habitation. Information about unsheltered homeless people is useful for: (1) service planning; (2) demonstrating a need for resources in the Continuum of Care application; (3) raising public awareness about the issue of homelessness; (4) accurately measuring and identifying the needs of populations that are the hardest to serve (chronically homeless); and (5) measuring performance in eliminating homelessness, particularly chronic homelessness.

Psychiatric disorders and co-occurring substance abuse disorders are disproportionately present among the homeless. Nationally, more than 10 percent of people who seek substance abuse or mental health treatment in our public health system are homeless. And people who are in early recovery from these conditions are often at risk of homelessness. People suffering from mental illness or substance use disorders may be left without a steady source of income, stable housing, or social support because of their illness.

Recent PIT Counts in Midland indicate that about four in six homeless persons are typically sheltered overnight in the winter months.

Incarceration

The incarceration rate for African Americans tripled between 1968 and 2016 and is more than six times the Caucasian incarceration rate. A history of involvement with the criminal justice system can keep people from successfully passing background checks needed to secure housing or employment. People exiting jails and prisons face significant problems in accessing safe and affordable housing, which can result in homelessness.

Mental Health Treatment.

People whose serious mental illness goes untreated are particularly vulnerable to homelessness; both poverty and lack of access to care contribute to disparities in mental health. African Americans are 10 percent more likely to report psychological distress than Caucasians and are far more likely to be uninsured. More than half of U.S. residents without health insurance are people of color.

Recent PIT Counts in Midland County indicate that two in three individuals are Caucasian while one in four are African American and less than half of the homeless are Hispanic.

Discussion:

The 2025 Homeless Count results also prove that CoC's programs work. Permanent housing combined with supportive services is the key to solving homelessness, and our community's progress in this area has been tremendous compared to other major cities. However, CoC has plateaued in its progress for the past four years which confirms that the demand for permanent housing is greater than our region's availability. The City of Midland will continue to encourage other systems to come to the table and partner with us to help reduce some of negative impact of unsheltered persons into our homeless response system. The number of homeless persons counted has had minor changes as a percentage since 2020 and the number of unsheltered homeless has decreased slightly as a percentage of sheltered homeless. This statistic directly correlates to the City's focus on ending chronic homelessness and its initiatives to create more permanent supportive housing units and investment towards making homelessness brief and non-reoccurring.

Anecdotal evidence of households who have been assessed for homeless housing resources have reported that the higher-than-average economic conditions in the Permian basin is a direct cause or a

contributing factor to their current homelessness. Resources must be aligned to address the issue. To end homelessness, a community-wide coordinated approach to delivering services, housing, and programs is needed. This means, a coordinated approach that shifts from a collection of individual programs to a community-wide response that is strategic, and data driven. The solution to homelessness is not simple – although rehousing initiative are helping housing crisis. The services level needs of people experiencing homelessness vary based on their personal circumstances. Sometimes people need longer-term rental assistance and services supports to achieve stability. Permanent supportive housing is a proven solution to homelessness for the most vulnerable. Other individuals may require rapid re-housing which provides short-term rental assistance and services to help people obtain housing quickly, increase self- sufficiency, and stay housed. An effective crisis response system can identify and quickly connect people who are experiencing or are at risk of experiencing homelessness to housing assistance and other services. The City of Midland and its partner agencies are working to impact homelessness in a strategic mannner.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Cost burden and overcrowding are the two housing problems that affect Midland the most. In addition, certain persons or households face greater challenges than the general population in finding or maintaining housing given their unique special needs and circumstances. Such circumstances range from fixed incomes to limited mobility to large households. Not all housing units in the general housing stock can meet the housing needs of persons or households with special needs. This section reviews the needs of persons who are not homeless but may require supportive housing, meaning housing with services.

This includes but not limited to

- Elderly (defined as 62 and older)
- Frail elderly (defined as an elderly person who requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework)
- Persons with mental, physical, and/or developmental disabilities
- Persons with alcohol or other drug addiction
- Persons with HIV/AIDS and their families To the greatest extent possible, the City should estimate the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other drug addiction, and any other categories the City may specify and describe their supportive housing needs.

Describe the characteristics of special needs populations in your community:

Many Midlander's have special needs due to their physical, intellectual, or mental circumstances. These special populations are often those with very little income. In addition, non-public transit mobility is limited to what income provides and the ability to drive. Persons with physical, mental, and development disabilities often require special housing considerations to accommodate their unique conditions. Some may face unique problems in obtaining affordable and adequate housing, due to accessibility issues dictated by their disability such as additional handrails, ramps, and wider doorways. Others may be affected by discriminatory actions of housing providers or be stigmatized when looking for housing. Most of all persons with a disability living in midland are of working age, between 18 and 64 years old, there are often limited employment opportunities. This may also contribute to the lack of financial others may require some sort of living assistance in special housing that can offer support either with daily tasks or provide a more supportive living environment. It is difficult to get an accurate count for these populations. On a national basis almost 20% of the population is estimated to have a disability. The number of elderly sixty-two years of age and older) grew by 7.0% from 2020 to 2024. The Census also reported that a greater percentage of elderly have a disability as compared to the rest of

the adult population. The Permian Basin Area Agency on Aging had previously reported that one in ten Texans over sixty-five years of age have Alzheimer's disease and may have limited availability of needed services.

What are the housing and supportive service needs of these populations and how are these needs determined?

Many of the needs of these special populations are the same as the community. Needs are determined through data analysis and results from public participation and consultation efforts. For instance, housing and transportation are services needed for the general population. But special accommodations in both transportation and housing are also needed for special needs populations as well. Housing and supportive service needs of these populations arrived through consultation with service providers

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Persons living with HIV/AIDS face an array of barriers to obtaining and maintaining affordable, stable housing. For persons living with HIV/AIDS access to safe, affordable housing is as important to their general health and well-being as access to quality health care. For many, the shortage of stable housing is the primary barrier to consistent medical care and treatment. Those with HIV/AIDS may also face discrimination due to their status. No current information on the actual number of persons with HIV/AIDS in the city is available. Nationally, about 0.4% of all persons have HIV/AIDS. This would equate to about 500 plus persons in Midland.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The City of Midland does not receive HOME funds for specific category of disabilities.

Discussion:

In general, the needs of non-homeless special needs populations are addressed by many different providers and entities in the community. However, it is the consensus of housing and social service agencies in Midland that housing for these groups especially those with mental disabilities is lacking in the community.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Public facilities are needed in neighborhoods throughout Houston to enhance the quality of life. Both the enhancement of existing public facilities and the creation of new public facilities are needed in Midland. Improving the accessibility for persons with special needs to access and easily use public facilities is also needed. In some neighborhoods in which private market forces are strong, many public facilities are provided, at least in some way, by the private entities. But in some neighborhoods, many times in low- and moderate-income neighborhoods, public facilities are lacking in some way. For instance, public facilities are needed to provide more amenities in neighborhoods. These include many publicly owned buildings such as parks, libraries, multi-service centers, and fire and police stations. Other private amenities, such as improved commercial development, providing services in neighborhoods, such as grocery stores, are also needed. Public facilities are also needed to provide specific services or nearby services for low- and moderate-income residents or persons with special needs. These include health clinics, educational facilities, park/ recreational facilities, and facilities with services assisting special needs populations. For purposes of the Consolidated Plan, public facilities needs are limited to those that would serve low/moderate income areas. Facilities from which multiple activities can occur are found lacking. Such facility should be able to house youth programming and other general community needs.

How were these needs determined?

Needs for expanded and improved public facilities were determined through the community input process including a community survey, public hearings and discussion groups with community members, and focus groups with stakeholders. The Community Needs Survey found that the most needed neighborhood facilities in neighborhoods in Midland were health and safety driven improvements. The greatest needs for improvement revealed a need for improvements in infrastructure (which includes streets, sidewalks, and drainage), restaurants/entertainment, parks/recreation facilities, grocery stores, and health facilities/clinics. The sentiments were reiterated in the qualitative assessment of neighborhoods received during the public participation process through focus groups, discussion groups, and listing sessions. The city disseminated a survey to residents and service providers. The survey was mailed out, distributed by email, published in the daily newspaper, and made available online. It was also made available at community meetings and other gatherings attended by City Community Development staff. The survey responses were compiled by staff and were analyzed by focus groups that made the recommendations as to priority needs. The groups also provided input on related goals.

Describe the jurisdiction's need for Public Improvements:

The City of Midland public infrastructure and improvements are often in need of enhancement. Street maintenance, sidewalk maintenance, and flood drainage improvements are the top three most

important needs to Midlanders. The top five neighborhood amenity improvements that need to be made, according to 2025 Community Needs Survey takers, are infrastructure (which includes streets, sidewalks, and drainage) restaurants/entertainment, parks/recreation facilities, grocery stores, and health facilities/clinics. This shows that there is a deficit in the quality of health-related services and food options available to people in their neighborhoods. There is a need for infrastructure improvements that influence transportation, walkability, accessibility, and flood drainage. Improvements for pedestrians can often mean safer access to nearby services and to public transportation services. Neighborhoods without or with limited sidewalk access can force individuals into the street, which is a safety concern. In addition, sidewalks, ramps, and other pedestrian improvements and continued maintenance are necessary for more inclusive and accessible housing options and services for persons with disabilities. These are two needs to be addressed in Midland. Code enforcement activities can often help to create a better neighborhood by educating residents about cleanliness and safety codes as well as enforcing these codes. According to the Community Needs Survey that enforcement of cleanliness/Safety codes and the cleaning of illegal dumping sites were two of the top five neighborhoods services needing improvement. Residents and businesses in Houston should have equal access to adequate utilities and transportation systems. Midland's infrastructure is aging and may need replacement. Other public improvements needed may have to do with water and wastewater services or other services that may not be noticed by residents until they become a problem. These may also need updating. Many of these public improvements are like the needs listed in the prior Consolidated Plan. For purposes of the Consolidated Plan, public improvements are limited to those that would serve low/moderate income areas. Street and sidewalk improvements are priorities. Such improvements are most needed to help solve drainage issues and provide safe routes for pedestrians

How were these needs determined?

Meeting public service needs is of high priority for CDBG. Public services can help assist and stabilize households in Midland. The citizen participation process also influenced the needs for public services. According to the 2025 Community Needs Survey, the four highest rated supportive services needing the most improvement in Midland were housing services, senior services, job/employment training, and Infrastructure. Additionally, the Community Needs Survey and other forms of public engagement revealed that the groups in most need of supportive service in Midland were persons with physical disabilities and the elderly. These public service needs were reiterated in other public participation efforts including through public hearings and discussion groups, focus groups with stakeholders' meetings. The city disseminated a survey to residents and service providers. The survey was mailed out, distributed by email, published in the daily newspaper, and made available online. It was also made available at community meetings and other gatherings attended by City Community Development staff. The survey responses were compiled by staff and were analyzed by focus groups that made the recommendations as to priority needs. The groups also provided input on related goals.

Describe the jurisdiction's need for Public Services:

For purposes of the Consolidated Plan, public services needs are limited to those that would serve low/moderate income persons. Public services found to be most desired would be those directed at seniors, the youth, childcare, disabled groups, and employment and training.

How were these needs determined?

The city disseminated a survey to residents and service providers. The survey was mailed out, distributed by email, published in the daily newspaper, and made available online. It was also made available at community meetings and other gatherings attended by City Community Development staff. The survey responses were compiled by staff and were analyzed by focus groups that made the recommendations as to priority needs. The groups also provided input on related goals.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

In this section, the City must describe the significant characteristics of the housing market in terms of supply, demand, condition, and the cost of housing. Generally, the housing market in Midland has been a tight one over the past five years as population increases have caused a housing shortage. Labor shortages have also contributed to an inability of housing construction to keep up with demand. Consequently, the cost of housing has escalated. It is our hope that the current slump in oil prices will permit housing construction to catch up and for overall availability and affordability to stabilize. The General Features Map shows the basic layout of the city of Midland. Midland lies in Midland County that is adjacent to Ector County. Ector County contains the City of Odessa, another CDBG entitlement community. Other nearby similarly sized CDBG entitlement cities are Abilene and San Angelo. However, among the four cities, Midland receives a smaller CDBG allocation and no direct HOME funds.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The "General Population and Housing Data" Table in the Appendix provides a comparison of Midland from 2020 to 2024. The population growth during this period was approximately 17.0%. Sixty-nine (69) percent of Midland housing units are single-family dwellings. Multi-family units comprise 27% of the housing stock. Mobile homes are over four percent of the total. About two thirds of all households are homeowners and most (87%) live in housing units with three or more bedrooms. Renters are more evenly distributed among the different unit sizes. The ACS data shows that about two thirds of all renters live in apartment units. Since 2020, Midland's population and housing situation has changed drastically due to the continual oil boom. Many who stay in Midland on a temporary basis, population estimates are unreliable and available housing was non-existent for a period as all hotel/motel rooms were also occupied and man camps were evident outside of city corporate limits. Data from the Real Estate Center at Texas A & M University shows that the inventory of homes for sale over the last five years was over 2 1/2 months in the beginning, dropped to two months and is nearing 3 months at the end of 2024.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	50,135	72%
1-unit, attached structure	3,175	5%
2-4 units	3,880	6%
5-19 units	7,490	11%
20 or more units	3,440	5%
Mobile Home, boat, RV, van, etc.	1,815	3%
Total	69,935	100%

Table 27 – Residential Properties by Unit Number

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	60	0%	2,170	13%
1 bedroom	265	1%	4,920	29%
2 bedrooms	3,330	11%	6,070	36%
3 or more bedrooms	27,005	88%	3,810	22%
Total	30,660	100%	16,970	100%

Table 28 – Unit Size by Tenure

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

For homeowner programming, the city has provided homebuyer assistance programming for over thirty years and has supported affordable housing development efforts since the mid 1990's. Complementing this is direct housing development by the local non-profits such as Habitat for Humanity and Midland Community Development Corporation (CDC). Typically, the programs assist on an annual basis over twenty households of incomes generally from 50% to 80% of AMI. For renter assistance, the two PHAs assist through the public housing and rental vouchers programs as well as other rental properties owned/operated by the two PHAs. Additionally, a few low-income housing tax credits comprised the affordable housing inventory. See the "Inventory of Affordable Housing Properties" Table and the Locations of Affordable Housing Map in the Appendix.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Built in the early 1980s or earlier, many of the HUD insured mortgage properties no longer operate under initial affordability requirements. Newer properties under the Low-Income Housing Tax Credit Program still operate under the initial affordability contracts and will do so for some time into the immediate future.

Does the availability of housing units meet the needs of the population?

Housing was greatly unavailable regardless of income or housing type desired in 2020 and remain an issue in 2025. Ongoing construction activity is beginning to catch up with the demand. However, the issue is affordability of decent units especially for households with less than 60% of AMI.

Describe the need for specific types of housing:

Local housing providers indicate the need for larger size units for renter households. Assessable units in all sizes are also a need.

Discussion

The City of Midland and its private partners are providing tax and financial rebate incentives to spur housing construction.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

A family of four at 50% of AMI in Midland makes less than that rate yet local housing rents far exceed 30% of such a family's income. Prior to the beginning of the year, rents for two-bedroom apartments were over \$1,300 for a class "B" apartment, yet the above family should only pay \$1,100 for housing cost as a maximum.

Cost of Housing

	Base Year: 2020	Most Recent Year: 2024	% Change
Median Home Value	0	0	0%
Median Contract Rent	912	0	(100%)

Table 29 – Cost of Housing

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Rent Paid	Number	%
Less than \$500	1,345	7.9%
\$500-999	6,355	37.5%
\$1,000-1,499	6,450	38.0%
\$1,500-1,999	1,710	10.1%
\$2,000 or more	1,100	6.5%
Total	16,960	100.0%

Table 30 - Rent Paid

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	500	No Data
50% HAMFI	2,870	2,845
80% HAMFI	9,595	8,600
100% HAMFI	No Data	11,985
Total	12,965	23,430

Table 31 – Housing Affordability

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	0	0	0	0	0
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Is there sufficient housing for households at all income levels?

Based on the number of lower income households and the number of units that are affordable to households of different income, there is a need for more affordable units for lower income households

How is affordability of housing likely to change considering changes to home values and/or rents?

It is not likely that housing will become affordable to lower income households in the immediate future. However, moderate-income households may begin to see a softening in prices and have greater choice in housing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The city does not have HOME rental units. In any case, HUD fair market rents are substantially below median rents in Midland. As of May 2025, a two-bedroom unit averaged \$1,700 per month. The strategy in Midland is to secure and/or maintain any affordable housing whether it is new construction or preservation.

Discussion

The City of Midland will continue to strategize and implement actions that facilitate and preserve affordable housing.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

For purposes of the Consolidated Plan the City will use the following definitions:

- Substandard condition – a unit failing to meet either the City’s Building and Minimum Housing Standards Code or HUD’s Housing Quality Standards
- Substandard condition but suitable for rehabilitation – a unit that can have its deficiencies addressed at a cost that does not exceed 75% of the estimated after-rehabilitation value of the unit and meet City Building Codes.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

- Substandard condition – a unit failing to meet either the City’s Building and Minimum Housing Standards Code or HUD’s Housing Quality Standards
- Substandard condition but suitable for rehabilitation – a unit that can have its deficiencies addressed at a cost that does not exceed 75% of the estimated after-rehabilitation value of the unit and meet City Building Codes.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,805	19%	7,970	47%
With two selected Conditions	120	0%	870	5%
With three selected Conditions	0	0%	10	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	24,735	81%	8,115	48%
Total	30,660	100%	16,965	100%

Table 33 - Condition of Units

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	7,815	25%	3,970	23%
1980-1999	8,125	26%	6,755	40%
1950-1979	13,520	44%	5,750	34%
Before 1950	1,205	4%	490	3%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total	30,665	99%	16,965	100%

Table 34 – Year Unit Built

Alternate Data Source Name:
2023-2024 ACS
Data Source Comments:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	14,725	48%	6,240	37%
Housing Units build before 1980 with children present	7,370	24%	4,540	27%

Table 35 – Risk of Lead-Based Paint

Alternate Data Source Name:
2023-2024 ACS
Data Source Comments:

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Alternate Data Source Name:
2023-2024 ACS
Data Source Comments:

Need for Owner and Rental Rehabilitation

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686]
PLAN_SECTION_ID=[1313801000]>

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Based on the number of units built prior to 1980 and with children present, the overall risk is not as great as only 10% of those units had children present according to the ACS data. When the City had LBP qualified housing inspectors, LBP inspections reveal little evident of LBP in older single-family units occupied by rehabilitation program applicants. Most multi-family units in Midland have been

constructed since 1978. Nonetheless, housing assistance programs needs to proceed with caution and conduct programs accordingly to minimize risk to children.

Discussion

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Two housing authorities operate in Midland. One is the City of Midland Housing Authority that was established in 1971 by the City of Midland. The Midland City Council appoints the City Housing Authority Board of Commissioners. Otherwise, the City Housing Authority is independent of the city. The second housing authority is the Midland County Housing Authority that was created in 1988 by the Midland County government, and it conducts the rental voucher program in Midland. The County Commissioners Court appoints the County Housing Authority Board of Commissioners. The County Housing Authority is independent of the County government. The City Housing Authority (HA) operates a 98-unit low-income public housing project named Hillcrest Manor.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			183	521			51	0	12
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

All properties of the City PHA are rated in the high 90s.

Public Housing Condition

Public Housing Development	Average Inspection Score
City of Midland Housing Authority	95

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Timely upgrading would be needed. While in very good condition, the City's PHA properties are nonetheless older units. The exception being Parker Place that was built in 1997 but is no longer under the management of the PHA's.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The City's PHA property is only for elderly and handicapped households/individuals. Over the years, the PHA has routinely secured HUD public housing capital improvements funds for its properties. This City of Midland and the PHA's are exploring stogies to increase the overall housing units for disable and families with children

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section provides a summary of facilities, housing, and services that meet the needs of homeless persons in Midland. In the Appendix, the Facilities and Housing Targeted to Homeless Populations Table will supplement the following information.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	12	0	0	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	130	0	0	0	0
Veterans	0	51	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Alternate Data Source Name:
2023-2024 ACS

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

To supplement the capacity of the shelter/facility operators in Midland, several non-profit social service agencies and faith-based groups also provide emergency shelter via temporary lodging at local hotels/motels or rental assistance. These groups include Casa de Amigos, Area Methodist Outreach Services, Helping Hands, First Baptist Church, St. Vincent De Paul Society, St. Andrews Presbyterian Mission and the American Red Cross. The Salvation Army also offers meals, clothing, medical, day care and furniture. Because the level of assistance (number of people that could be helped) will vary from month to month, these services are not included in the available shelter capacity for the homeless. Often, these services are provided to those who are at risk of being homeless. The Red Cross assists victims of natural disasters with temporary emergency relief. Mental and physical health care are available through clinics and social services agencies. Legal services are also available to the homeless. The Women, Infants and Children (WIC) program has life skills training for adults. Family Promise, Midland Fair Havens, Buckner and Family Promise provide case management and life skills training for their clients. Support with other activities for daily living (including meals and clothing) are provided by many social service agencies. Entities that provide outreach and assessment include Casa de Amigos, Crisis Intervention Center (CIC), Salvation Army and several benevolent groups

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The homeless in Midland are served by a wide range of organizations that provide housing and/or services as identified in MA-35 and SP-40 and the Facility and Housing Targeted to Homeless Populations Table in the Appendix.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

To the extent information is available, the city should describe the facilities and services that assist persons who are not homeless but require supportive housing, and programs for ensuring persons returning from mental and physical health institutions receive appropriate supportive housing. These persons include the elderly, the frail elderly, those with severe mental illness, those with developmental disabilities, or who are physically disabled, persons with alcohol or other drug addictions, persons with HIV/AIDS and other locally impacted groups. The Permian Basin Community Centers (PBCC) for Mental Health/Mental Retardation (MH/MR) manages group homes in its residential mental retardation program. It also provides supervision for self-reliant clients. Midland Association of Retarded Citizens (MARC) operates residential group homes for the mentally retarded. MARC also provides supervision and other support services to various independent clients. MARC, Adult Protective Services (APS) of the Texas Department of Human Services and MH/MR all offer supportive and housing services to persons with disabilities. Facilities and services for those with psychiatric, psychological and substance abuse problems are provided by various groups. Several agencies provide supportive services to persons with alcohol or other drug addictions. Hillcrest, Langtry Village and Parker Place are facilities providing housing for the elderly under independent living situations. Other accommodations include Manor Park and several nursing homes, which house the frail elderly population. The state's Adult Protective Services division provides temporary housing (adult foster care), food stamps, wheelchairs and wheelchair ramps for the elderly. Midland has local crises intervention services, a rape crisis center and an emergency shelter specifically for female victims of domestic violence and their children. Two group homes are available for HIV and AIDS patients. Midland Area AIDS Support (MAAS) provides support and education for people with AIDS and others

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

These populations can best be served by improving the capacity of facilities and/or services for the elderly, frail elderly, physically handicapped individuals, individuals with mental disabilities and individuals with mental illnesses. Increased number of and suitable housing units are needed. For, some elderly the best solution is "stay at home" programming

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The city plans to provide support to the elderly and handicapped populations by funding public services and designing housing assistance programs to provide as much assistance as possible to those populations. Support of and participation in umbrella coordinative efforts will be continued.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The city plans to provide support to the elderly and handicapped populations by funding public services and designing housing assistance programs to provide as much assistance as possible to those populations. Support of and participation in umbrella coordinative efforts will be continued.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Land use control is most achieved by zoning ordinances such as those enacted in Midland. A zoning ordinance can restrict the type of housing; determine the density of housing and the lot sizing. The effects can be exclusionary and/or the cost of housing unnecessarily increased. For example, zoning can prohibit certain housing (multi-family, manufactured). Requirements for large lots or a large (floor area) housing unit makes housing unaffordable. Because of the abundance of land and the variety of residential zoning districts available throughout most of Midland, zoning has not generally been a barrier to affordable housing in Midland. A city's subdivision code can also affect the cost of housing due to its public improvement requirements. Excessive design standards and infrastructure requirements (size of streets, curb and gutter, sidewalks, etc.) are passed on to the price of housing. Excessive public right-of-way requirements are a cost burden to developments. The subdivision code requirements can pose as barriers to affordable housing.

Development standards such as building codes, housing standards and site requirements (parking, setbacks, landscaping, etc.) add to the cost of housing especially if such standards are overly restrictive and excessive. The balance is the safety and quality assurances that are provided to citizens, especially those with limited options. Housing rehabilitation program standards also increase the cost of achieving decent, affordable housing. The construction of affordable housing in Midland is significantly affected by various governmental standards. The City's building codes can also be viewed as barriers although the intent is for the protection of occupants.

The city also collects building permits and other charges. Under certain circumstances, some of these charges could be viewed as duplicative, onerous, inhibiting innovations or encouraging inequitable administration. The availability and location of appropriately sized land for housing development are also barriers to affordable housing. Too often, undeveloped adjacent small parcels in Midland are owned by different people making aggregation difficult to do. Local property taxes also increase the monthly housing cost of individual households. In addition to barriers affecting the development of housing, there are also barriers affecting the financing of affordable housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The following data will allow an examination of the economic status of Midland

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	12,553	18,134	24	28	4
Arts, Entertainment, Accommodations	6,691	9,398	13	15	2
Construction	4,122	4,143	8	6	-2
Education and Health Care Services	5,089	6,723	10	10	0
Finance, Insurance, and Real Estate	3,193	4,062	6	6	0
Information	600	656	1	1	0
Manufacturing	2,242	1,152	4	2	-2
Other Services	1,930	2,192	4	3	-1
Professional, Scientific, Management Services	3,446	4,716	7	7	0
Public Administration	0	0	0	0	0
Retail Trade	6,139	7,823	12	12	0
Transportation and Warehousing	2,460	2,140	5	3	-2
Wholesale Trade	3,634	3,139	7	5	-2
Total	52,099	64,278	--	--	--

Table 40 - Business Activity

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Labor Force

Total Population in the Civilian Labor Force	74,230
Civilian Employed Population 16 years and over	71,810
Unemployment Rate	3.27
Unemployment Rate for Ages 16-24	11.97
Unemployment Rate for Ages 25-65	2.05

Table 41 - Labor Force

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Occupations by Sector	Number of People
Management, business and financial	19,205
Farming, fisheries and forestry occupations	1,850
Service	6,355
Sales and office	15,510
Construction, extraction, maintenance and repair	9,615
Production, transportation and material moving	4,460

Table 42 – Occupations by Sector

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	56,028	83%
30-59 Minutes	9,239	14%
60 or More Minutes	2,480	4%
Total	67,747	100%

Table 43 - Travel Time

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	7,855	425	2,765

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	14,810	400	4,340
Some college or Associate's degree	17,760	505	3,810
Bachelor's degree or higher	18,310	195	3,055

Table 44 - Educational Attainment by Employment Status

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	95	1,100	1,565	2,185	2,205
9th to 12th grade, no diploma	1,965	1,815	1,990	2,390	1,080
High school graduate, GED, or alternative	4,670	7,185	4,960	7,405	2,860
Some college, no degree	4,250	6,115	4,030	5,850	3,075
Associate's degree	860	1,980	1,485	2,620	855
Bachelor's degree	1,160	6,480	3,450	6,130	3,100
Graduate or professional degree	69	1,650	1,895	1,945	1,315

Table 45 - Educational Attainment by Age

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	31,094
High school graduate (includes equivalency)	39,394
Some college or Associate's degree	51,161
Bachelor's degree	61,204
Graduate or professional degree	76,051

Table 46 – Median Earnings in the Past 12 Months

Alternate Data Source Name:

2023-2024 ACS

Data Source Comments:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Without question, the local economy is centered on employment in and services related to the oil industry. Historically, one in five jobs is energy related. Over the recent past, Midland has had among the lowest unemployment rates in the nation. Midland is a highly educated community as it serves as headquarters or has regional offices for a number of oil-based corporations. Along with Odessa, Midland serves as regional centers for many needs – medical, education, retail, transportation, etc.

Describe the workforce and infrastructure needs of the business community:

Attracting a trained workforce can be a challenge when recruitment extends beyond the immediate region. Maintaining facilities and programming to educate/train the local labor force is always on the forefront.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Further consultation with the local workforce development agency is in progress. However, CDBG resources are not expected to be directed into specific economic development activity; rather, performance of some CDBG activity may be dependent on a trained workforce. For example, licensed plumbers and electricians are needed for the housing repairs program.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Further consultation with the local workforce development agency is in progress on this matter.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Further consultation with the local workforce development agency is in progress. However, CDBG resources are not expected to be directed into specific economic development activity; rather, performance of some CDBG activity may be dependent on a trained workforce. For example, licensed plumbers and electricians are needed for the housing repairs program.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

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Discussion

The City is part of a regional CEDS. The city does not plan on using CDBG/HUD resources towards economic development initiatives. Rather, it would be anticipated that initiatives can help address any workforce deficiency that may exist for future CDBG work contracting needs.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City's low/moderate income census tracts (see Census Tract Map and Percent of Low-Income Population Map in the Appendix) are those where more than 51% of the population is low/moderate income. These areas are also characterized by an older (units build before 1980) housing stock

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The City's low/moderate income census tracts (see Map in the Appendix) are those where more than 51% of the population is low/moderate income. These areas are also characterized by an older (units build before 1980) housing stock.

What are the characteristics of the market in these areas/neighborhoods?

As noted above, these areas contain substandard housing, an aged housing stock and other unsightly conditions. Dilapidated structures can be seen as well as unkempt properties – some on which demolition/clearance has occurred in the past. City code compliance can be an issue. The description of being "neglected areas" of the city can be made. However, decent housing is normally 98% occupied – signifying a solid homeownership rate. While vacant or underutilized commercial and industrial properties abound, new commercial activity is evident on certain business/traffic corridors.

Are there any community assets in these areas/neighborhoods?

Principal assets in the areas are the abundance of vacant land, most that has available public infrastructure. Raw, undeveloped property on the fringes (meaning next to city limit boundaries) is also an asset. A strong homeownership base is another plus when considering sites for new development. Existing public facilities (parks and other public or private facilities) and church facilities are other resources in these areas.

Are there other strategic opportunities in any of these areas?

The City's older neighborhoods and low-income census tracts provide great opportunity for redevelopment and new development by the private sector as land prices in other parts of Midland become obstacles.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The lack of Internet and broadband have historically been absent from poorer communities and now the most compelling evidence of lack of Wi-Fi service is in surveys performed by business and community organizations.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The need for competition is good for our local markets to maintain affordable pricing targeted towards low-moderate income families.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City is in communications and coordination with local, state and federal agencies to address environmental issues.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Historically, communities of color and poor communities are forced to reside in area of the city that are of highest risk for environmental exposures due to selective planning and zoning regulations related to industrial zone platting.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The strategic plan describes how the City plans to use its CDBG funds over the next five years to provide new or improved availability, affordability, and sustainability of decent housing, a suitable living environment, and economic opportunity, principally for extremely low-, low-income, and moderate-income residents. The priorities were determined through consultation with service providers, consideration of a community survey and community meetings. Final recommendations were developed with the input of several citizen task forces engagements.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	Greenwood Addition
	Area Type:	Strategy area
	Other Target Area Description:	
	HUD Approval Date:	10/1/2019
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	Area Name:	Low and Moderate Income Census Tracts
	Area Type:	Low/Moderate Income
	Other Target Area Description:	Low/Moderate Income
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	

	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
3	Area Name:	Southern Addition
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
4	Area Name:	WASHINGTON PARK/2005 TARGET AREA
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Other
	Other Revital Description:	public health safety
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	
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General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Generally, the city will direct its CDBG funding geographical to areas with concentration of low- and moderate-income households/individuals. These areas are the most racially and ethnically concentrated areas as well (See Maps in the Appendix). However, programs providing individual financial assistance for housing purposes could have service areas to include the entire city.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Expand & Improve Public Infrastructure & Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Victims of Domestic Violence
	Geographic Areas Affected	WASHINGTON PARK/2005 TARGET AREA Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	COM Community Development Housing Programs COM Engineering Infrastructure Improvements Homeless & Homeless Prevention Services Essential Senior Services COM Parks & Recreation Equipment/Facilities Improv COM Code Enforcement and Compliance

	Description	Expand and improve public infrastructure through activities for LMI persons and households. Some activities will include ADA compliance for curb ramps and sidewalks and roadway safety projects. Improve access to public facilities that will benefit LMI persons and households. Funds will be used to improve public facilities such as recreational parks and community centers throughout the City.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations, the need to Preserve & Develop Affordable Housing was identified.
	2 Priority Need Name	Preserve & Develop Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	WASHINGTON PARK/2005 TARGET AREA Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	COM Community Development Housing Programs COM Engineering Infrastructure Improvements
	Description	Provide for owner occupied housing rehabilitation in target areas of the jurisdiction. Increase homeownership opportunities for LMI households through homeowner housing added. These activities will benefit LMI households.
	Basis for Relative Priority	Provide for owner occupied housing rehabilitation in target areas of the jurisdiction. Increase homeownership opportunities for LMI households through homeowner housing added. These activities will benefit LMI households.
3	Priority Need Name	Affordable Rental Housing for Seniors
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Public Housing Residents Chronic Homelessness Individuals veterans Elderly Persons with Developmental Disabilities
	Geographic Areas Affected	Low/Moderate Income
	Associated Goals	COM Community Development Housing Programs COM Engineering Infrastructure Improvements Essential Senior Services
	Description	The CHAS housing needs data shows that housing needs exist for low and extremely low-income households with at least one person age 62 or older. Local input from community forums and a citizen survey support this is a high priority need. A task force meeting with the Midland Senior Housing Alliance confirmed this priority.

	Basis for Relative Priority	Seniors are at high risk of homelessness due to fix incomes and extraordinary medical needs that deplete their monthly payments of SSI/SS.
4	Priority Need Name	Affordable Rental Housing Multi Family
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Public Housing Residents Individuals Families with Children veterans
	Geographic Areas Affected	Low/Moderate Income
	Associated Goals	COM Community Development Housing Programs COM Engineering Infrastructure Improvements COM Parks & Recreation Equipment/Facilities Improv
	Description	The CHAS housing needs data shows that housing needs exist for all low-income renter households. Data supports that households with young children are often in need. Low-income renter households frequently live in substandard or overcrowded conditions and are cost burdened as well. Accommodating households with disabilities is also a concern. Local input from community forums and a citizen survey support this is a high priority need. A task force meeting with the Midland Affordable Housing Alliance confirmed this priority.
	Basis for Relative Priority	Midland is a growing community with incomes that are higher than the state average but many families are not part of the energy sector which often time require more than one job to pay monthly expenses.
5	Priority Need Name	Homeowner Home Improvements
	Priority Level	High

	Population	Low Moderate Large Families Families with Children Elderly Individuals Families with Children veterans
	Geographic Areas Affected	WASHINGTON PARK/2005 TARGET AREA Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	COM Community Development Housing Programs COM Engineering Infrastructure Improvements COM Parks & Recreation Equipment/Facilities Improv COM Code Enforcement and Compliance
	Description	The older neighborhoods in Midland are need of home repair due homeowners lack funds necessary for basic repairs and upkeep.
	Basis for Relative Priority	The housing needs data by census shows that housing needs exist for lower income homeowners. Census data also show that numerically many homeowners live in older homes. Local input at community forums and a citizen survey support this is a high priority need.
6	Priority Need Name	Homeless Services
	Priority Level	High

	Population	Extremely Low Low Large Families Families with Children Chronic Homelessness Individuals Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	WASHINGTON PARK/2005 TARGET AREA Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	Homeless & Homeless Prevention Services Essential Senior Services COM Code Enforcement and Compliance
	Description	Local input at community forums and a citizen survey support this is a high priority need. A task force meeting with the Midland Homeless Coalition confirmed this priority.
	Basis for Relative Priority	Midland is an attractive city for people seeking jobs and opportunities to increase their incomes or start a family, but the job market can change rapidly and individuals /families who lack the skills to adapt become homeless.
7	Priority Need Name	Quality of Life Amenities
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Elderly Persons with Mental Disabilities Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	WASHINGTON PARK/2005 TARGET AREA Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	COM Engineering Infrastructure Improvements Essential Senior Services COM Parks & Recreation Equipment/Facilities Improv Child Care Services
	Description	The City of Midland Parks and Recreation is investing in quality of life projects to attract people to move to Midland and have families friendly activities to engage in on a regular basis.
	Basis for Relative Priority	Local input from community forums and a citizen survey support this is a high priority need. A citizen task force confirmed this priority.
8	Priority Need Name	Senior Public Services
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Elderly Public Housing Residents Individuals veterans Persons with HIV/AIDS Victims of Domestic Violence Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	WASHINGTON PARK/2005 TARGET AREA Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	Essential Senior Services COM Parks & Recreation Equipment/Facilities Improv Child Care Services
	Description	Local input from community forums and a citizen survey support this is a high priority need. A citizen task force confirmed this priority for senior and community services such as neighborhood center, recreational centers, public health services for seniors and homebound people.
	Basis for Relative Priority	Surveys were distributed to the Midland community and the most recurring answers and high priority were for senior public services.
	9	
	Priority Need Name	Child Care Services
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Individuals Families with Children Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	Low/Moderate Income Greenwood Addition Southern Addition
	Associated Goals	Essential Senior Services Child Care Services
	Description	Outreach and data analysis indicate a need for more affordable child care in the City as both single income family households and multi family income households are cost burdened in this regard.
	Basis for Relative Priority	Data and Market analysis; perspectives collected through community survey, community focus groups and stakeholder's interviews
10	Priority Need Name	Demolition of Substandard Buildings
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Individuals veterans Elderly Frail Elderly
	Geographic Areas Affected	Low/Moderate Income Greenwood Addition Southern Addition

Associated Goals	COM Community Development Housing Programs COM Engineering Infrastructure Improvements COM Code Enforcement and Compliance
Description	Community outreach indicated a need to address blighted properties to make way for greater community redevelopment and growth.
Basis for Relative Priority	Data and Market Analysis; perspectives collected through community survey, community focus groups and stakeholder interviews.

Narrative (Optional)

Expand and improve public infrastructure, public service, homeless services and essential services through activities for LMI persons and households.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City of Midland has identified the specific need for rental assistance, but more pressing is the number of affordable housing units available and the critical nature for families in the area to become stable.
TBRA for Non-Homeless Special Needs	The long-term subsidy assistance, Section 8 Voucher Program, needed for special needs populations maintains a waiting list of approximately 300 applicants. The inability to obtain Section 8 assistance prolongs a client's need for TBRA assistance. For clients diagnosed with HIV/AIDS to remain stable, housing options need not only be affordable but with access to public transportation, health care, food resources and case management services. The lack of affordable housing units' available forces placement into housing that may not necessarily create the most stable housing situation.
New Unit Production	The low rental vacancy rates in Midland, the continued upswing in the housing market, and continued access to LIHTC opportunities in Texas have all contributed to new interest in the production of affordable senior housing in unserved or underserved areas of the city.
Rehabilitation	Continued economic challenges of low-income residents that have characteristics of low-income neighborhoods has made popular the City's single-family housing rehabilitation activities. Many of Midlands low-income rental housing developments are aging and in need of significant rehabilitation. With an identified shortage of affordable housing, especially for the extremely low-income population, the city anticipates leveraging limited grant dollars to collaborate with nonprofit and for-profit developers to revitalize and retain the current housing stock and those located in strategic public transportation corridors.
Acquisition, including preservation	While median sales prices have largely continue to increase the volume of sales is still high in during this high interest rates period. Although tighter lending restrictions combined with continued evolution in the job markets are resulting in a slower closings of homebuyer relative to the once booming markets of pre COVID.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Currently, the City of Midland receives CDBG funding. These funding sources are expected to be available over the next five years. In FY 2025, the City has been allocated \$973,186 in CDBG funds, \$200,000 in prior year funds, \$50,000 in program income. It is anticipated that funding levels will be similar over the five years of this Consolidated Plan. These anticipated amounts are noted in the chart below. As all funding sources are subject to annual Congressional appropriations, as well as potential changes in funding distribution formulas, these figures are subject to change.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	973,186	50,000	200,000	1,223,186	450,000	PI includes estimated (\$50,000) for ED activity and EN (\$973,186). Remainder includes estimated future Annual Allocations.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal, state, and local resources available to address the needs identified in the plan include federal formula grant funds under CDBG. The local Continuum of Care (CoC) also awards grant funds under the competitive McKinney-Vento Homeless Assistance Act. These funds may be leveraged with the City's general funds, various state and county resources, local nonprofit resources, and private foundation grants. Essential service projects will concentrate efforts to address the needs of families, children and youth in high-risk populations consistent with the identified priority needs. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Midland has tracts of land and abandoned properties that may be made available during the five-year term of the ConPlan.

Discussion

The Expected Amount Available for the Remainder of ConPlan is an estimate of the funds expected to be received over the remaining four years of the Consolidated Plan. Estimates were calculated using the confirmed funding to be received during the first year of the Consolidated Plan plus expected program income. The CDBG program income total includes an estimated \$973,186 per year received through economic development activities and an additional \$50,000 in general program income.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
MIDLAND COUNTY HOUSING AUTHORITY	Non-profit organizations	Homelessness Non-homeless special needs Ownership Public Housing Rental	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The PHA is a high performing organization and manages its resources efficiently. The lack of funding limits the availability of more assistance to those in need

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		X
Legal Assistance			X
Mortgage Assistance			
Rental Assistance	X		X
Utilities Assistance	X		X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education			
Employment and Employment Training		X	X
Healthcare	X		
HIV/AIDS		X	X

Life Skills			
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The above-described institutional structure is one that has the capability to undertake the various projects and programs identified in the Consolidated Plan. Generally, the housing providers have arrived at a level of stability and ability that is needed for effective program delivery. The weakness would be for addressing special needs populations. Overall, the Midland Affordable Housing Alliance and the Midland Homeless Coalition provide general support and direction. The City of Midland is responsible for public infrastructure and some public facilities. The weakness is that the city does not own or operate community centers serving the entire community. As for public services, many public and private agencies form the delivery system. A significant strength is the overall experience of these agencies that includes benevolent groups and churches. Further, several umbrella and/or coordinative efforts that encourage collaborations enhances the system. Cooperative efforts are evidenced by the 2-1-1 Information and Referral system, the Family Health Coalition, the Permian Basin Community Service Organization, Crosscheck, the United Way and the funders group.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Multiple agencies within the community engage the unsheltered homeless and provide connections to services and housing. Family and Children's Services program provides outreach and services for homeless mentally ill living on the streets. Breaking Bread a nonprofit team provide an array of assertive treatments for unsheltered homeless with options to continue after being housed. Midland County Sheriff's Jail Diversion program have been instrumental in providing services to domestic violence clients. Improving crisis response capacity with coordination across community agencies remains a priority. The Continuum's Participant Advisory Group, composed of homeless, formerly homeless and network coalition agencies help to eliminate homelessness. Generally, the system is one available to all. However, this means that special needs populations and persons experiencing homelessness are not receiving priority for needed services, unless the service is specific to the target groups. Gaps of the service delivery system relating to the HIV/AIDS population include a lack of an integration program for re-entry to society after discharge from prison. Homeless shelters are not appropriate for HIV positive individuals, yet readily available housing is not accessible for this population. Clients in the waiting

period for disability, have no options for supplemental income to allow them to live above the poverty level during the waiting period.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The foundation of the strategy is to continue the many cooperative efforts with the goal of identifying collaborations that can address gaps.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	COM Community Development Housing Programs	2025	2029	Affordable Housing	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Expand & Improve Public Infrastructure & Facilities Preserve & Develop Affordable Housing Affordable Rental Housing for Seniors Affordable Rental Housing Multi Family Homeowner Home Improvements Demolition of Substandard Buildings	CDBG: \$875,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Facade treatment/business building rehabilitation: 0 Business Brownfield acres remediated: 0 Acre Rental units constructed: 0 Household Housing Unit 99 Rental units rehabilitated: 0 Household Housing Unit

PACKET

Consolidated Plan

OMB Control No: 2506-0117 (exp. 09/30/2021)

MIDLAND
16.106

August 12, 2025

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	COM Engineering Infrastructure Improvements	2025	2029	Non-Housing Community Development	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Expand & Improve Public Infrastructure & Facilities Preserve & Develop Affordable Housing Affordable Rental Housing for Seniors Affordable Rental Housing Multi Family Homeowner Home Improvements Quality of Life Amenities Demolition of Substandard Buildings	CDBG: \$980,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 600 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Homeless & Homeless Prevention Services	2025	2029	Homeless	Low and Moderate Income Census Tracts	Expand & Improve Public Infrastructure & Facilities Homeless Services	CDBG: \$650,000	Homeless Person Overnight Shelter: 700 Persons Assisted Homelessness Prevention: 700 Persons Assisted Other: 700 Other
4	Essential Senior Services	2025	2029	Non-Homeless Special Needs Support to Senior Center and Homebound Seniors.	Low and Moderate Income Census Tracts Southern Addition	Expand & Improve Public Infrastructure & Facilities Affordable Rental Housing for Seniors Homeless Services Quality of Life Amenities Senior Public Services Child Care Services	CDBG: \$850,000	Public service activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 2500 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	COM Parks & Recreation Equipment/Facilities Improv	2025	2029	Non-Housing Community Development	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Expand & Improve Public Infrastructure & Facilities Affordable Rental Housing Multi Family Homeowner Home Improvements Quality of Life Amenities Senior Public Services	CDBG: \$15,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8000 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1500 Households Assisted Jobs created/retained: 6 Jobs
6	COM Code Enforcement and Compliance	2025	2029	Affordable Housing Code	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Expand & Improve Public Infrastructure & Facilities Homeowner Home Improvements Homeless Services Demolition of Substandard Buildings	CDBG: \$500,000	Jobs created/retained: 2 Jobs Buildings Demolished: 15 Buildings Housing Code Enforcement/Foreclosed Property Care: 50 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Child Care Services	2025	2029		WASHINGTON PARK/2005 TARGET AREA Low and Moderate Income Census Tracts Greenwood Addition Southern Addition	Quality of Life Amenities Senior Public Services Child Care Services	CDBG: \$400,000	Jobs created/retained: 10 Jobs Other: 700 Other

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	COM Community Development Housing Programs
	Goal Description	Assist Owner-occupied and First-time Homeowners rehabilitate and add to new housing.
2	Goal Name	COM Engineering Infrastructure Improvements
	Goal Description	Construct roads, sidewalks, ADA ramps, curb, and gutters.
3	Goal Name	Homeless & Homeless Prevention Services
	Goal Description	Facilitate and provide supportive services to homeless organizations.
4	Goal Name	Essential Senior Services
	Goal Description	Provide nutritional and social services support to Senior Center participants and Homebound seniors.

5	Goal Name	COM Parks & Recreation Equipment/Facilities Improv
	Goal Description	Replace, repair and construct new park and recreation projects to improve the quality of life for citizens of Midland.
6	Goal Name	COM Code Enforcement and Compliance
	Goal Description	Identify Assess and Demolish dilapidated housing for neighborhood revitalization programs.
7	Goal Name	Child Care Services
	Goal Description	Improve and increase the availability of childcare facilities and affordable services.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Midland is fortunate to have a well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. We have a list of great partnering agencies that provide funding and/or administer programs within the City of Midland. The CDBG office is knowledgeable and skilled to develop and facilitate a citywide housing strategy to create new housing, improve the quality of existing units, and address homelessness. These efforts will include all housing types, include all income levels, and leverage additional city revenue streams for development. Through its CDBG funding, the city anticipated that 60 households would be provided affordable housing during the five years of the Consolidated Plan.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Midland does not operate the local housing authorities. However, the sole public housing property in Midland does have accessible units. The Community Development Office is a non-voting member Liaison for the City of Midland and the PHA board of directors.

Activities to Increase Resident Involvements

The Community Development Office is working to increase participation with the PHA and resident council members.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

NA

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Land use control is most achieved by zoning ordinances such as those enacted in Midland. A zoning ordinance can restrict the type of housing; determine the density of housing and the lot sizing. The effects can be exclusionary and/or the cost of housing unnecessarily increased. For example, zoning can prohibit certain housing (multi-family, manufactured). Requirements for large lots or a large (floor area) housing unit makes housing unaffordable. Because of the abundance of land and the variety of residential zoning districts available throughout most of Midland, zoning has not generally been a barrier to affordable housing in Midland. A city's subdivision code can also affect the cost of housing due to its public improvement requirements. Excessive design standards and infrastructure requirements (size of streets, curb and gutter, sidewalks, etc.) are passed on to the price of housing. Excessive public right-of-way requirements are a cost burden to developments. The subdivision code requirements can pose as barriers to affordable housing.

Development standards such as building codes, housing standards and site requirements (parking, setbacks, landscaping, etc.) add to the cost of housing especially if such standards are overly restrictive and excessive. The balance is the safety and quality assurances that are provided to citizens, especially those with limited options. Housing rehabilitation program standards also increase the cost of achieving decent, affordable housing. The construction of affordable housing in Midland is significantly affected by various governmental standards. The City's building codes can also be viewed as barriers although the intent is for the protection of occupants.

The city also collects building permits and other charges. Under certain circumstances, some of these charges could be viewed as duplicative, onerous, inhibiting innovations or encouraging inequitable administration. The availability and location of appropriately sized land for housing development are also barriers to affordable housing. Too often, undeveloped adjacent small parcels in Midland are owned by different people making aggregation difficult to do. Local property taxes also increase the monthly housing cost of individual households. In addition to barriers affecting the development of housing, there are also barriers affecting the financing of affordable housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Public policies are meant to address the overall needs of citizens in the City. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. To counteract any negative effects of zoning, the city adheres to a model neighborhood concept that allows for a variety of densities and housing types. Planned districts are available to enable unique designs of housing developments in Midland. City staff is sensitive to affordable housing issues in

their review of zoning considerations and will take, as appropriate, the lead role in rezoning situations that support affordable housing. In addition to supporting affordable housing sites, proposals to permit development of smaller residential lots will be supported where reasonable.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The strategy for reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs will be to continue available outreach efforts of the many entities involved the local continuum of care system. Emphasizing case management by the various providers is a component. Outreach by the Midland Homeless Coalition members is another approach. Entities like the Salvation Army, the Church under the Bridge Midland among others are important in reaching out to the unsheltered. Coordination will also occur via the Crosscheck Information System of benevolent groups in Midland and the Midland Homeless Management Information System participants. The continued refinement of the Homeless Network coordinated assessments tools and referral process will greatly facilitate the exchange of information necessary to provide the most expeditious and effective delivery of services to a homeless person or family presenting for the first time. Regular meetings of the governance network are held to discuss issues and trends on which the homeless services provider community can focus and divert resources, as needed.

Addressing the emergency and transitional housing needs of homeless persons

Providing readily accessible emergency shelter and basic needs services to meet the immediate need those experiencing homelessness is a critical component of the community's crisis response system. Nightly shelter capacity exceeds 80 units including specialized services for families, victims of domestic violence and youth.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Network has a common assessment tool to aid in the identification of those with the most critical need for housing assistance. The homeless persons' self-reported data is entered into the HMIS database, which is shared by all housing service providers, to facilitate the area-wide effort of tracking and assisting each individual or family. Upon initial evaluation, the type and amount of assistance deemed appropriate will be offered to ensure the individual's or family's needs are met to regain housing stability. Through various local coordinative efforts, it is intended that homeless or near homeless persons can get in position to achieve permanent housing, including permanent supportive housing for special needs populations. Providers of essential services (case management, counseling, referrals, etc.) including financial assistance programs (homebuyer assistance, temporary rental/mortgage assistance) need to be supported so that these services are not lost to the community

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The Network's plan supports the jurisdiction's cons Individuals and families being discharged from publicly funded institutions or system of care are at a high risk of becoming homeless or returning to homelessness. State Statutes require that all publicly funded institutions, including mental health, corrections, health care and the foster care system, have discharge plan to provide "Access & Availability to Decent Housing" for low-income and moderate-income families with targeted financial and support services to disadvantaged minorities.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Using Environmental Protection Agency (EPA) guidelines along with ACS data, it is estimated that there are approximately 16,000 occupied homes in Midland which are likely to contain LBP hazards. A high percentage of pre-1978 homes are in LMI census tracts, where large volumes of homes need rehabilitation. Although, the City does not currently fund programs that directly address LBP hazards, over the course of this Consolidated Plan, the City will continue to conduct housing rehabilitation projects that require sub-recipients to follow lead safe working practices. In addition to homeowner rehabilitation programs, this Consolidated Plan may also address rental rehabilitation to increase the quality of rental units available. Any program funded will be required to incorporate lead safe working practices. In addition to the above, the city will also attempt to increase access to decent affordable housing without LBP hazards through funding projects for down payment and closing cost assistance for first time homebuyers and acquisition or new construction of affordable multi-family rental units, with special consideration given to housing for rental units available. Any program funded will be required to incorporate lead safe working practices. In addition to the above, the city will also attempt to increase access to decent affordable housing without LBP hazards through funding projects for down payment and closing cost assistance for first time homebuyers and acquisition or new construction of affordable multi-family rental units, with special consideration given to housing for seniors.

How are the actions listed above related to the extent of lead poisoning and hazards?

Many of the applicants on the homeowner rehabilitation programs waiting lists are living in areas typically consisting of older housing stocks and therefore have a higher risk of containing LBP.

How are the actions listed above integrated into housing policies and procedures?

All housing rehabilitation projects are required to comply with the HUD Lead Safe Housing Rule. This includes but is not limited to notifying all homeowners of lead hazard information. Testing for LBP in all homes built prior to 1978 conducted by a certified LBP Inspector or Risk Assessor. Implementing lead safe working practices conducted by certified firms using certified renovators and other trained workers on all homes where LBP is to be disturbed. Performing a clearance test of the worksite upon completion of work undertaken where LBP was disturbed. Down payment and closing cost assistance programs are also required to conduct LBP assessments prior to approval of funding.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Poverty is a regional, national and sometimes generational issue and many factors contributing to poverty lie outside of local control. According to Midland statistics, over 11% of Midland residents live in extreme poverty. To reduce these numbers and attempt to turn the cycle of poverty around, Midland places an emphasis on programs designed with this end in mind. Coordination amongst the various social service and housing agencies in Midland helps to direct limited resources to the neediest and reduce duplication of benefits. Examples of activity where coordination occurs include the Crosscheck Information System, the Homeless Coalition and the participants in the Homeless Management Information System, Casa de Amigos' social service program, the Family Health Coalition, the United Way and 2-1-1. The concept of coordination with local agencies is central to the self-sufficiency effort that the County Housing Authority provides for its self-sufficiency families. The Family Self-Sufficiency program and similar approaches are crucial strategies to combating poverty. Programs that can help build financial assets for education, homeownership or entrepreneurship purposes need to be available to poverty income individuals/families. Other economic empowerment tools for helping people out of poverty are making available vital services such as childcare and public transportation. Housing assistance programs can make stepping out of poverty a reality.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City's anti-poverty efforts complement its plans to preserve and improve existing affordable housing by providing additional stability and resources to low- and moderate-income households. Many self-sufficiency program participants feed into affordable housing programs, such as down-payment assistance and other homeownership programs. The city works closely with a variety of non-profit service providers who work with homeless clients and other lower income households to assist them in improving their housing situations. These providers provide programs that help locate and secure affordable housing. Some even work to develop new affordable housing, often funded partially with City grant funds. The city also operates programs to provide down payment and closing cost assistance. The homeowner repair programs are also of help to lower income households. Whether it is constructing new housing designed for lower maintenance or repairing homes with the same objective in mind, lower monthly housing cost and utilities bills is another way of helping poverty level households manage their limited resources.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Every project utilizing HUD funding undergoes a risk rating evaluation covering different evaluation criteria, each with a different weight. The four major categories that are evaluated assess past compliance issues, project specific factors, capacity, and complexity of the program or project. An onsite monitoring schedule is proposed for the grant year based on the assessment process and other factors. Monitored projects include those with the highest scores. Projects not considered at risk may also be monitored if they have not been monitored recently. New projects or agencies new to HUD grants are usually given an on-site “wellness” visit to ensure compliance and minimize or eliminate any potential risks. Any deficiencies identified during the wellness visit are corrected through discussion, negotiation, or technical assistance. Construction inspections are made on-site during the “build” phase of each project, and Housing Property Standards inspections are made at all HOME rental housing locations. Information regarding the financial and project performance of each HUD awardee is performed via a desk monitoring each month along with a review of any required single audits. Random client file spot checks of source documentation will be conducted on those projects where agencies pay expenses on behalf of clients using HUD funding. The CD Office will monitor programs supported with CDBG Entitlement funds, or other HUD funds received by the City. Written agreements with sub recipients containing provisions on complying with HUD requirements will be enforced. In addition to requiring program and financial reporting, the City will perform on-site monitoring. The number of monitoring visits will be included in the written agreements and will be determined by annual risk assessments. Program objectives will be stated in measurable terms in the agreements. City staff will attend HUD sponsored training to help maintain the capacity needed to monitor programs effectively.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Currently, the City of Midland receives CDBG funding. These funding sources are expected to be available over the next five years. In FY 2025, the City has been allocated \$973,186 in CDBG funds, \$200,000 in prior year funds, \$50,000 in program income. It is anticipated that funding levels will be similar over the five years of this Consolidated Plan. These anticipated amounts are noted in the chart below. As all funding sources are subject to annual Congressional appropriations, as well as potential changes in funding distribution formulas, these figures are subject to change.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	973,186.00	50,000.00	200,000.00	1,223,186.00	450,000.00	PI includes estimated (\$50,000) for ED activity and EN (\$973,186). Remainder includes estimated future Annual Allocations.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal, state, and local resources available to address the needs identified in the plan include federal formula grant funds under CDBG. The local Continuum of Care (CoC) also awards grant funds under the competitive McKinney-Vento Homeless Assistance Act. These funds may be leveraged with the City's general funds, various state and county resources, local nonprofit resources, and private foundation grants. Essential service projects will concentrate efforts to address the needs of families, children and youth in high-risk populations consistent with the identified priority needs. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Midland has tracts of land and abandoned properties that may be made available during the five-year term of the ConPlan.

Discussion

The Expected Amount Available for the Remainder of ConPlan is an estimate of the funds expected to be received over the remaining four years of the Consolidated Plan. Estimates were calculated using the confirmed funding to be received during the first year of the Consolidated Plan plus expected program income. The CDBG program income total includes an estimated \$973,186 per year received through economic development activities and an additional \$50,000 in general program income.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 55 – Goals Summary

Goal Descriptions

Goal Name	Goal Description
<TYPE=[pivot_table] REPORT_GUID=[8259A9F3469186F518038A8E2F9CBDBA]>	

Projects

AP-35 Projects – 91.220(d)

Introduction

The proposals received for funding consideration are as follows; the following projects were recommended by the Midland City Council CDBG Committee with input from city staff for funding from the CDBG funds expected to be available for program year 2025-2026.

Projects

#	Project Name
1	SE Senior Center Nutrition Program
2	Home Cleaning Program
3	Share A Meal (Meal on Wheels) Program
4	Nutrition & Support Services for Homeless
5	West Texas Food Bank
6	Breaking Bread Ministries
7	MLK Rec Center Stage Renovation
8	Park Amenities & Solar Lighting
9	Hidalgo Park Restroom Replacement
10	Langtry Village Disabled Housing Updates
11	Village Square HVAC Replacement
12	S Benton St Sidwalk & Utility Improvements
13	First-Time Homebuyer Program
14	Minor Home Repair Program

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected by the Council CDBG Committee from the total of all project proposals received during the open application process for the 2025/2026 CDBG program

AP-38 Project Summary
Project Summary Information

1	Project Name	SE Senior Center Nutrition Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$64,422.00
	Description	Senior Community Center with social activities and lunch meals.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	300 low moderate-income seniors will participate in activities with an afternoon meals for nutritional health.
	Location Description	The programs will be administered at three senior center locations shoutout Midland.
	Planned Activities	Senior center nutrition meals that meet public health standards.
2	Project Name	Home Cleaning Program
	Target Area	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$47,421.00
	Description	Home bound seniors receive once per week house cleaning and welfare check.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	102 homebound seniors will receive home cleaning and welfare check.
	Location Description	In home care will be for low moderate income people.
	Planned Activities	Deep home cleaning once per week.
3	Project Name	Share A Meal (Meal on Wheels) Program

	Target Area	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
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	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$60,000.00
	Description	Senior Life Midland will provide weekend meals to homebound people.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	750 Homebound seniors will receive weekend meals to assure proper health.
	Location Description	Distribution of meals will be to persons in low-moderate income census tracts or are a low-moderate income household.
	Planned Activities	Home delivery of weekend meals
4	Project Name	Nutrition & Support Services for Homeless
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$80,000.00
	Description	Direct nutritional support of the homeless shelter meals and kitchen staff salaries.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Homeless shelter overnight stay for 120 per day families and individuals.
	Location Description	Homeless shelter provide 2 meals per day for any person in need and the registered families in short term stay housing.
	Planned Activities	Kitchen staff prepare and serve meals to homeless people that come to the shelter.
5	Project Name	West Texas Food Bank
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	
	Needs Addressed	

	Funding	CDBG: \$80,252.00
	Description	mobile food distribution at low-moderate income locations in Midland
	Target Date	9/29/2026
	Estimate the number and type of families that will benefit from the proposed activities	Low-moderate income families and people receive food boxes once per month for family nutritional needs.
	Location Description	Mobile food distribution at low-moderate income locations in Midland
	Planned Activities	Mobile food distribution at low-moderate income locations in Midland
6	Project Name	Breaking Bread Ministries
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$12,421.00
	Description	Replacement of Kitchen equipment for people in need of meals and social services.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	70 low moderate income people per day in need of meals and social services will frequent the location.
	Location Description	Breaking Bread Ministries is locate in a low-moderate income neighborhood and provide services to any person that visit the location.
	Planned Activities	New upgrade and replacement of oven to prepare meals.
7	Project Name	MLK Rec Center Stage Renovation
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$50,000.00
	Description	Community Center Facilities upgrade and repairs

	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Low-moderate income people will benefit by better access from the ADA and cosmetic improvement to the center
	Location Description	Activities will occur in low-moderate income communities.
	Planned Activities	Restoration and repairs of stage for ADA compliance.
8	Project Name	Park Amenities & Solar Lighting
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$80,000.00
	Description	Replace family activities and park equipment at Dunagan and Hidalgo Parks.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1800 low-moderate income people will benefit from new Bar-B-Que and lighting at the parks
	Location Description	The parks are located in low-moderate income neighborhoods.
	Planned Activities	Install lighting at Dunagan Park and add park equipment at Hidalgo Park
9	Project Name	Hidalgo Park Restroom Replacement
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$275,000.00
	Description	Replace old restroom that is not up to date and compliant with ADA.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1800 Low-moderate income people and families will enjoy and participate outdoors activities.

	Location Description	The park is located in Low-moderate income census tracts
	Planned Activities	Replace restroom
10	Project Name	Langtry Village Disabled Housing Updates
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$54,668.00
	Description	Replacement of housing equipment Refrigerator, Stoves, Water-heaters
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Disabled low-income people in supportive housing.
	Location Description	located in low income census tracts
	Planned Activities	Replacement of housing equipment Refrigerator, Stoves, Water-heaters
11	Project Name	Village Square HVAC Replacement
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$50,002.00
	Description	
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	57 affordable housing units for low-moderate income people.
	Location Description	located in low-moderate income neighborhood and census tract.
	Planned Activities	Replace HVAC units for residents.
12	Project Name	S Benton St Sidewalk & Utility Improvements
	Target Area	Greenwood Addition
	Goals Supported	

	Needs Addressed	
	Funding	CDBG: \$196,000.00
	Description	Install sidewalks and ADA ramps
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	65 housing units in low-moderate income neighborhood will have sidewalks and ADA ramps.
	Location Description	Located in low-moderate income neighborhood.
	Planned Activities	Construction of sidewalks
13	Project Name	First-Time Homebuyer Program
	Target Area	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$100,000.00
	Description	Direct financial down payment and closing cost assistance to First-time homeowners.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 families will benefits from assistance.
	Location Description	Activities will take place in low-moderate income neighborhoods and census tracts.
	Planned Activities	Direct financial down payment and closing cost assistance to First-time homeowners.
14	Project Name	Minor Home Repair Program
	Target Area	Low and Moderate Income Census Tracts Greenwood Addition Southern Addition
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$75,000.00

Description	Replacement of water-lines, sewer-lines, and water-heaters in owner-occupied housing low-moderate income neighborhoods and census tracts
Target Date	9/30/2026
Estimate the number and type of families that will benefit from the proposed activities	17 home will be assisted with minor repairs.
Location Description	Activities will occur in low-moderate income neighborhoods and census tracts.
Planned Activities	Replacement of water-lines, sewer-lines, and water-heaters in owner-occupied housing low-moderate income neighborhoods and census tracts

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
WASHINGTON PARK/2005 TARGET AREA	10
Low and Moderate Income Census Tracts	70
Greenwood Addition	10
Southern Addition	10

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Concentrating resources in specific geographies is necessary to adequately address the scale of needs and achieve short and long-term improvements to identified substandard conditions such as deteriorated housing and infrastructure, access to lead-based paint free housing, reconstruction, and overall revitalization. The city elects to focus activity in the areas of high concentration of poverty, unemployment and basic needs. As well as areas where other city funds and private investments are anticipated as a basis for allocating investments geographically with the jurisdiction. The result of geographical allocation of HUD funding is an effective use of the funds to elevate and create more opportunities for areas where the needs are the greatest.

Discussion

The City's rationale for its geographic distribution of CDBG funds is based on compliance with the CDBG Primary Objective - the development of viable urban communities, by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. Generally, CDBG supported public services are available on a citywide basis to income eligible households or persons. However, public capital improvements and other development projects are specifically directed at sites within low- and moderate-income neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's CDBG program for 2025-2026 will result in affordable housing through its homebuyer assistance program and affordable housing repair programs (AHRP). At this time, it is not known if additional units will be supported by the AHRP or funds will be needed to continue the AHRP location selected for the 2025-2026 CDBG program year.

One Year Goals for the Number of Households to be Supported	
Homeless	109
Non-Homeless	22
Special-Needs	0
Total	131

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	10
Total	30

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The only public housing project in Midland is for the elderly and is in good condition but was built in 1976.

Actions planned during the next year to address the needs to public housing

The City will remain receptive to assisting the PHAs, upon request, on their “resident initiative” activity and will continue to provide information on homeownership opportunities to households assisted by the PHAs. The CD Office provides its housing brochure to the PHAs for distribution at its offices, and the PHAs reciprocate.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

See above.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Not counting the CDBG program, the City does not receive any funds to carryout homeless programs. Therefore, the City relies on other organizations to pursue funds to serve homeless needs. For the 2025/2026 program, the City does not anticipate using CDBG funds that will directly support programs that serve the homeless. Being an active partner in the Midland Homeless Coalition, and the Midland Affordable Housing Alliance, the city aims to work toward addressing gaps within the Midland continuum of care for the homeless and eliminating chronic homelessness. Collaborations with the United Way and local foundations are vital in efforts to ensure current funding levels are sustained and that federal/state funding opportunities are not missed to apply for shelter and transitional housing needs. The United Way of Midland has collaborated with Family Promise of Midland to achieve – six transitional housing units to date

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Midland does not receive an ESG allocation.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Coalition

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Coalition.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

It is anticipated that the public service programs supported by CDBG will aid low-income individuals and families avoid becoming homeless by providing meals to them.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Public policies are meant to address the overall needs of citizens in the City. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. The city updated the previous 2020 assessment in 2025 update has found:

- A limited supply of affordable housing and extensive cost burden, especially for extremely low- and very low- income renters, causing those renters to face significant affordability “gaps”; and
- Fair housing education is lacking and impede, and these elements must be better understood by community residents and property owners.

The city plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability “gaps.” Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City shall continue to be receptive to cases supporting the objective. Often, favorable outcomes can be achieved when re-zoning cases, mobile home occupancy permit and sidewalk waivers are considered. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city’s low-income areas. The City shall strive to use City resources for street improvements, primarily in Midland’s south and east sides. Continuation of CDBG funding for the housing improvement program contributes toward this objective. These actions also have the effect of fostering and maintaining affordable housing

Discussion:

It is also hoped that actions implementing recommendations in a new Analysis of Impediments to Fair Housing Choice in Midland will also help reduce barriers to affordable housing in Midland

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be pursued by the City towards meeting Consolidated Plan regulations on other actions.

Actions planned to address obstacles to meeting underserved needs

The CDBG housing assistance and elderly programs specifically target underserved populations. The targeting techniques include providing higher levels of assistance for lower income applicants and limiting assistance to low-income areas. The City shall encourage and assist, as appropriate, other private and/or public entities see funds for programs designed for the underserved.

Actions planned to foster and maintain affordable housing

The City shall continue to be receptive to cases supporting the objective. Often, favorable outcomes can be achieved when re-zoning cases, mobile home occupancy permit and sidewalk waivers are considered. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city's low-income areas. Continuation of CDBG funding for the housing programs contribute toward this objective. These actions also have the effect of fostering and maintaining affordable housing.

Actions planned to reduce lead-based paint hazards

The city will implement its CDBG-aided activities consistent with the lead-based paint hazard reduction objective. Specifically, prospective households shall be made aware of the potential hazard and appropriate evaluation and reduction steps will be pursued in rehabilitation programs. Referrals to services for testing of children by local health and child welfare agencies will be made as needed. Information for providers and contractors will be passed-through. The City of Midland ensures that inspections for lead-based paint (LBP) hazards will occur, as required, for all funded housing activities. Proper notifications will be provided regarding lead-based paint hazards. All housing units constructed prior to 1978 will be tested for LBP by a certified LBP inspector or Risk Assessor. If LBP is detected, all covered renovations will follow HUDs Lead Safe Housing Rules and be performed by certified firms using certified renovators and other trained workers.

Actions planned to reduce the number of poverty-level families

The city will continue its overall anti-poverty strategy that revolves around economic development – using the economic development sales tax to create jobs for Midland. Unfortunately, the current oil

price slump has resulted in uncertainty for continued economy growth. Other aspects of the local strategy are to continue to direct assistance programs towards the neediest households, employment-training programs and the hiring of low-income individuals on federally supported contracts. Small businesses that hire low-income persons typically are vendors in housing assistance programs. Adherence to HUD's Section 3 requirements is another way to help eliminate poverty. CDBG supported public services also aid participating clients to benefit economical, even if the dollar amount is nominal to many.

Actions planned to develop institutional structure

Major changes to the institutional structure described in the Consolidated Plan are not anticipated in the coming year. The city will continue to support activity by the various providers and encourage them to seek other funding sources to enhance the service delivery system in Midland. City staff and/or elected officials will continue to be involved in housing and homeless concerns that seek to improve service delivery. For example, the city will continue to participate in the Midland Affordable Housing Alliance and the Midland Homeless Coalition among others. The city will provide necessary CDBG related training to its sub recipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to cooperate with private housing providers and social service agencies, including participation in MAHA and the Homeless Coalition. The long-standing, good working relationship with both PHAs will be continued. The city will continue to accommodate the PHAs in their planning requirements.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

This section provides details on program specific requirements on the Community Development Block Grant that the city will receive

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
<TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text]
REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>

Only the 2025-2026 Program year with CDBG Entitlement Grant # B-25-MC-48-0023 and program income to be received during the year is covered by this Action Plan.

Appendix - Alternate/Local Data Sources

1	Data Source Name
	2023-2024 ACS

List the name of the organization or individual who originated the data set.

U.S. Census and the American Community Survey

- The City's Consolidated Plan, 2025-2030 and the 2023 CAPER
- Comprehensive Housing Affordability Strategy (CHAS) Data from HUD
- Housing and Urban Development (HUD) Office of Policy Development and Research (HUD PD&R)
- Home Mortgage Disclosure Act (HMDA) Data
- Housing and Urban Development (HUD), Fair Housing and Equal Opportunity
- Complaint Data
- Consumerfinance.gov
- City of Midland 2020 Analysis of Impediments to Fair Housing Choice
- Lanier Real Estate, LLC
- Texas Railroad Commission
- Realtor.com
- Council For Community and Economic Research
- Real Estate Center at Texas A & M University
- Datausa.io
- Texas Property Code
- Texas Real Estate Commission
- Texas Association of Realtors (TAR)
- Texas Real Estate Research Center at Texas A&M University
- National Association of Realtors (NAR)
- Home Mortgage Disclosure Act (HMDA)
- Federal Financial Institutions Examination Council (FFIEC)
- Consumer Financial Protection Bureau (CFPB)
- Center for Housing Policy
- Midland County Foreclosure Archives
- Community Reinvestment Act (CRA)
- Community Reinvestment Act (CRA)
- City of Midland/Midland County Housing Authority
- City of Midland Comprehensive Plan (Tall City Tomorrow)
- Midland Odessa Urban Transit Board
- Texas Education Agency
- CoStar Group

Provide a brief summary of the data set.

- Economic conditions impacting housing availability
- Limited Supply of Affordable Housing
- Areas of minority and/or low-income concentration
- Enhancing public awareness of fair housing
- Private Loan market barriers that discourage homeownership
- Policy improvements needed for diverse community representation

What was the purpose for developing this data set? The generation of a comprehensive document to direct community activities and initiatives for the development of revitalized neighborhoods.
Provide the year (and optionally month, or month and day) for when the data was collected. The data represent collection time period of May 01, 2023, to June 30, 2025
Briefly describe the methodology for the data collection. • Primary Research, or the collection and analysis of raw data. • Secondary Research, or the review of existing data and studies. • Quantitative Analysis, or the evaluation of objective, measurable, and numerical data. • Qualitative Analysis, or the evaluation and assessment of subjective data.
Describe the total population from which the sample was taken. Midland County in 2024 is 177,108 and the estimates in 2025 is 184,700.
Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.



City Council Meeting

Item Number: 17
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 608 FEET AND 708 FEET EAST OF STATE HIGHWAY 349 AND 6,869 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution approving the issuance of oil and gas well permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-TILLMAN W1M 413H; NAIL-TILLMAN W1N 414H; NAIL-TILLMAN W1O 415H; NAIL-TILLMAN W1P 416H; NAIL-TILLMAN W1Q 417H; NAIL-TILLMAN W1R 418H; said wells being generally located between 608 feet and 708 feet east of State Highway 349 and 6,869 feet north of Occidental Parkway. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

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:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. A quiet type frac system will be used to complete the wells. A closed loop system will be used during drilling operations so no reserve pits will be used and drill cuttings will be removed from the property. The use of compression is requested which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

- (1) to the Road Repair Agreement due to no city streets be used.
- (2) to the landscaping and irrigation due to no access to city water.
- (3) to allow for twenty-four-hour fracing operations
- (4) for off-site drill cuttings disposal
- (5) to allow for compressors to be used for gas lift during the production phase

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 608 FEET AND 708 FEET EAST OF STATE HIGHWAY 349 AND 6,869 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Pioneer Natural Resources, USA, Inc. (“Operator”) has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on July 8, 2025; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

NAIL-TILLMAN W1M 413H; NAIL-TILLMAN W1N 414H; NAIL-TILLMAN W1O 415H; NAIL-TILLMAN W1P 416H; NAIL-TILLMAN W1Q 417H; and NAIL-TILLMAN W1R 418H;

located in Section 1, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Martin County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "F" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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

Council members voting "AYE":

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on August 12, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated May 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Tillman W1M 413H oil and gas well shall be 921 feet from the north line and 521 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

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The location of Operator's Nail-Tillman W1N 414H oil and gas well shall be 921 feet from the north line and 542 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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The location of Operator's Nail-Tillman W1O 415H oil and gas well shall be 921 feet from the north line and 561 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on August 12, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated May 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Tillman W1R 418H oil and gas well shall be 921 feet from the north line and 621 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Tillman W1M 413H oil and gas well shall be 921 feet from the north line and 521 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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BY: _____

Lori Merritt Blong, Mayor

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Pioneer Natural Resources, USA, Inc.

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Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Tillman W1N 414H oil and gas well shall be 921 feet from the north line and 542 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

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The location of Operator's Nail-Tillman W1O 415H oil and gas well shall be 921 feet from the north line and 561 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on August 12, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated May 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Tillman W1Q 417H oil and gas well shall be 921 feet from the north line and 602 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

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CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

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Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 4/21/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
Brashier, Crosby PLLC & ATTACHED AS EXHIBIT C is (a Title Opinion by Lynch, Chappell & Alsup, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas.		
Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.)		
Currently undeveloped.		
ATTACHED AS EXHIBIT D is (a Title Opinion by _____, a licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists		
Name(s) and address(es) of all surface owners within 860 feet of proposed surface well location. [See § J(7)].		

PACKET

17154

August 12, 2025

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1M 413H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

921' FNL, 521' FWL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace 4/21/25
Its Regulatory Advisor

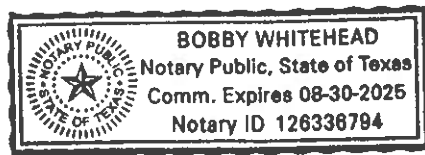
State of Texas)

County of Dallas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]





APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile)
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
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PACKET

17.60

August 12, 2025

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Pioneer Natural Resources
[NAME OF COMPANY]

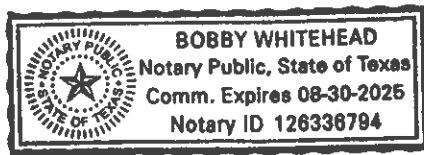
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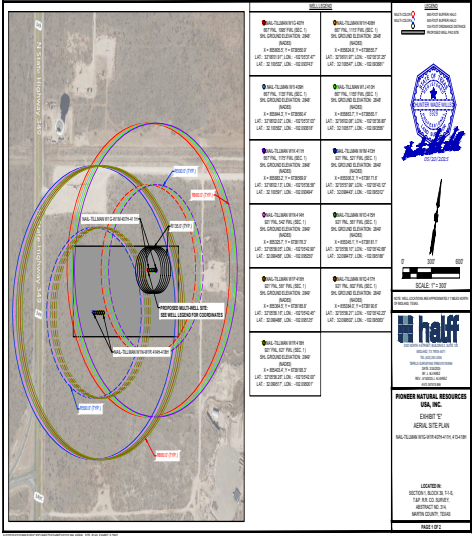
County of Dallas) State of Texas)

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[SEAL]







APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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August 12, 2025

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Pioneer Natural Resources
[NAME OF COMPANY]

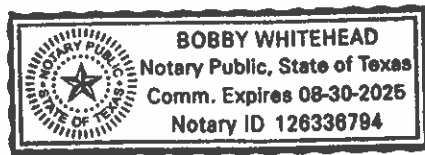
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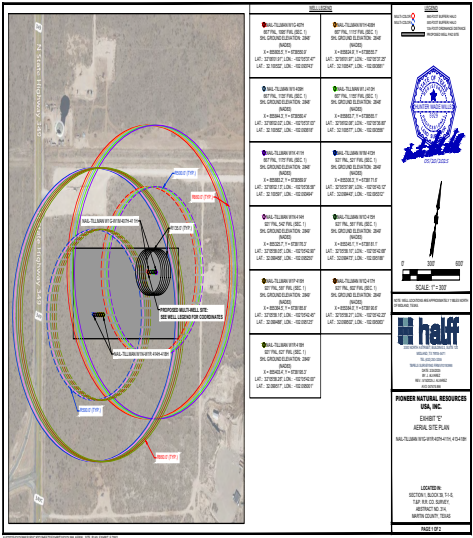
County of Dallas) State of Texas)

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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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August 12, 2025

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[NAME OF COMPANY]

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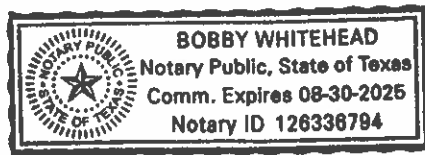
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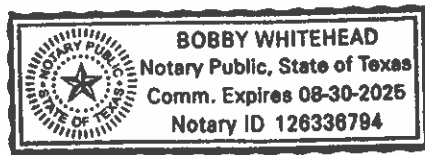
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ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** N/A

(2) **Operations:** Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (*if applicable*) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Pioneer Natural Resources
[NAME OF COMPANY]

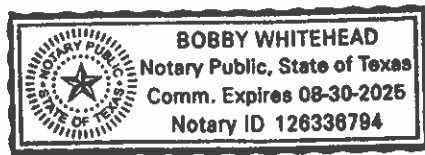
By Laura E Wallace 4/21/25
Its Regulatory Advisor

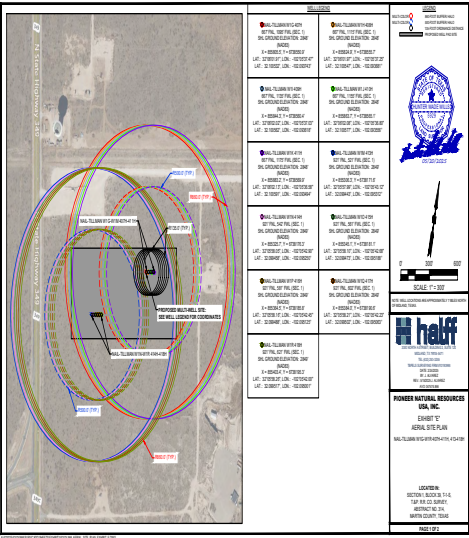
County of Dallas) State of Texas)

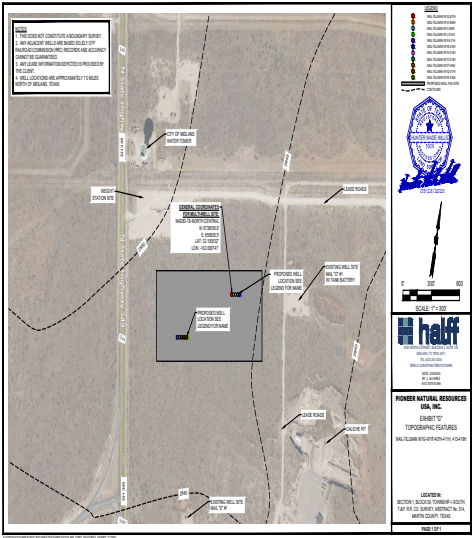
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[SEAL]









City Council Meeting

Item Number: 18
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 8,375 FEET AND 8,455 FEET EAST OF STATE HIGHWAY 349 AND 6,945 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution approving the issuance of oil and gas well permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-BURLEY 6R 718H; NAIL-BURLEY 6S 719H; NAIL-BURLEY 6T 720H; NAIL-BURLEY 6U 721H; NAIL-BURLEY 6V 722H; said wells being generally located between 8,375 feet and 8,455 feet east of State Highway 349 and 6,945 feet north of Occidental Parkway. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

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:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. A quiet type frac system will be used to complete the wells. A closed loop system will be used during drilling operations so no reserve pits will be used and drill cuttings will be removed from the property. The use of compression is requested which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

- (1) to the Road Repair Agreement due to no city streets be used.
- (2) to the landscaping and irrigation due to no access to city water.
- (3) to allow for twenty-four-hour fracing operations
- (4) for off-site drill cuttings disposal
- (5) to allow for compressors to be used for gas lift during the production phase

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 8,375 FEET AND 8,455 FEET EAST OF STATE HIGHWAY 349 AND 6,945 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Pioneer Natural Resources, USA, Inc. ("Operator") has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on July 8, 2025; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator’s applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

NAIL-BURLEY 6R 718H; NAIL-BURLEY 6S 719H; NAIL-BURLEY 6T 720H;
NAIL-BURLEY 6U 721H; and NAIL-BURLEY 6V 722H;

located in Section 6, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Martin County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits “A” through “E” and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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

Council members voting “AYE”:

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on August 12, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated May 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6R 718H oil and gas well shall be 876 feet from the north line and 2,364 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Burley 6S 719H oil and gas well shall be 876 feet from the north line and 2,344 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on August 12, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated May 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6U 721H oil and gas well shall be 876 feet from the north line and 2,304 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6V 722H oil and gas well shall be 876 feet from the north line and 2,284 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Burley 6R 718H oil and gas well shall be 876 feet from the north line and 2,364 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Burley 6S 719H oil and gas well shall be 876 feet from the north line and 2,344 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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BY: _____

Lori Merritt Blong, Mayor

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The location of Operator's Nail-Burley 6T 720H oil and gas well shall be 876 feet from the north line and 2,324 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on August 12, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated May 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6U 721H oil and gas well shall be 876 feet from the north line and 2,304 feet from the east line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from August 12, 2025 through August 12, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

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BY: _____

Lori Merritt Blong, Mayor

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Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of August 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of August 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile)
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.		
Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland (See Exhibit D for details.)		
Currently undeveloped.		
ATTACHED AS EXHIBIT D is (a Title Opinion by _____, a licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists		
Name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

PACKET

1846

August 12, 2025

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6R 718H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

876' FNL, 2364' FEL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** N/A

(2) **Operations:** Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace 4/21/25
Its Regulatory Advisor

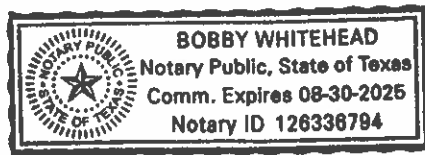
County of Dallas)

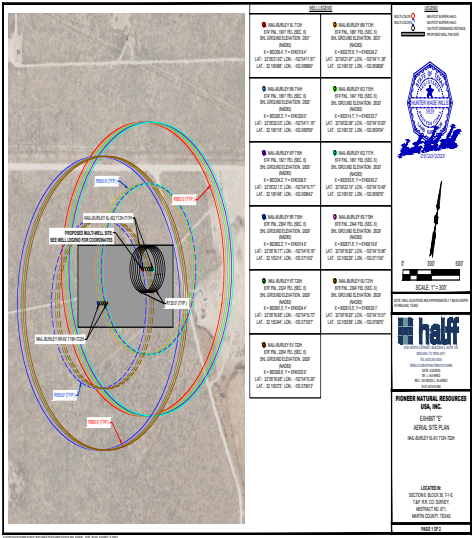
State of Texas)

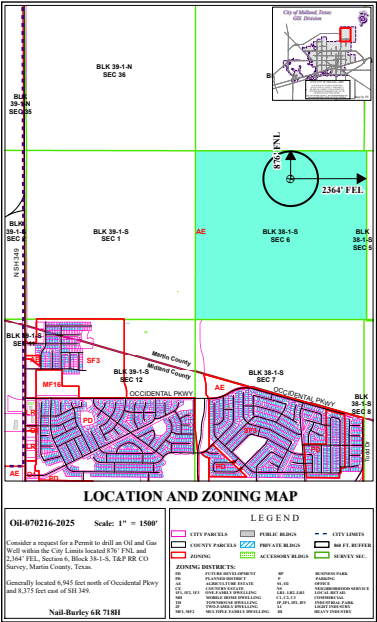
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[SEAL]









APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6S 719H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace 4/21/25
Its Regulatory Advisor

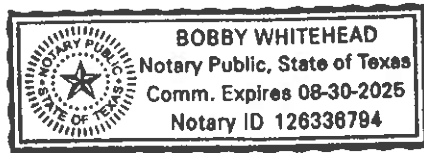
State of Texas)

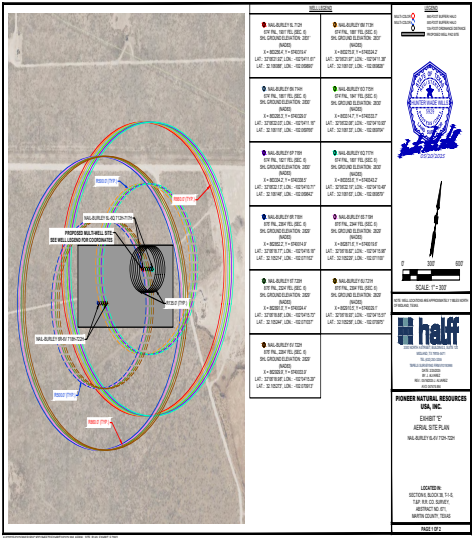
County of Dallas)

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[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]







APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile)
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. Attached as Exhibit C 2. 3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC , a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from , a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas. Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland (See Exhibit D for details.) Currently undeveloped.		
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PACKET

18.58

August 12, 2025

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6T 720H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

876' FNL, 2324' FEL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

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(1) **Drilling:** N/A

(2) **Operations:** Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

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The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

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Pioneer Natural Resources
[NAME OF COMPANY]

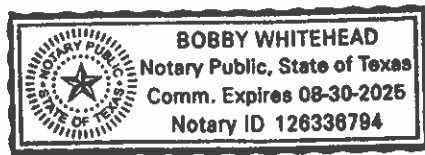
By Laura E Wallace 4/21/25
Its Regulatory Advisor

County of Dallas) State of Texas)

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[Signature] 4/21/25
Notary Public, State of Texas

[SEAL]





APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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PACKET

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August 12, 2025

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IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6U 721H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

876' FNL, 2304' FEL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

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Pioneer Natural Resources
[NAME OF COMPANY]

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Its Regulatory Advisor

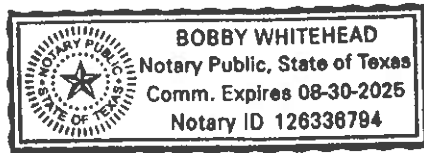
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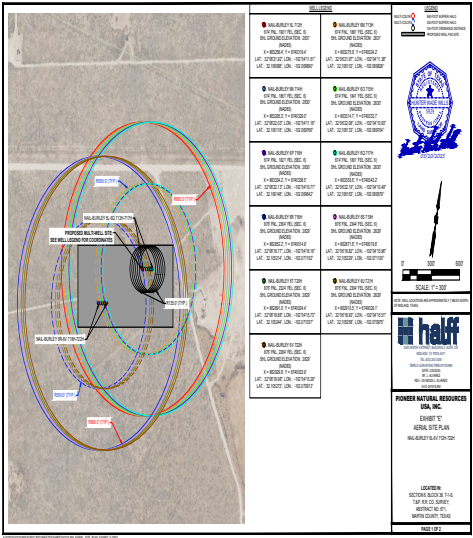
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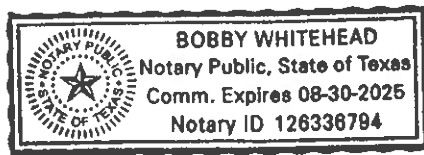
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County of Dallas) State of Texas)

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[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]





City Council Meeting

Item Number: 19
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Greg Snow, Police Chief
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$10,000.00 FROM THE YARBOROUGH FOUNDATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF \$10,000.00 IN THE BULLET PROOF VEST PROJECT UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS (DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Authorize a motion to accept a donation in the amount of \$10,000.00 from The Yarrowborough Foundation to the Midland Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds will be deposited to the Police Technology and Equipment fund and appropriated for stated purpose.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The funds from this donation will be used to purchase bullet resistant protective gear for officers.

Monro William Jr.

City Manager's Office



City Council Meeting

Item Number: 20
Meeting Date: August 12, 2025
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-020) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, GLASSCOCK COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will provide the applicant a 30' wide right of way to place a 38kV overhead powerline to an existing pipeline valve facility on City of Midland-owned Sprayberry Farm.

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:

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

Full ten-year term paid in advance (\$ 86.00 per rod x 77.64 rods) \$6,677.04

Total Collected: \$7,677.04

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This is a private overhead power line that will allow the applicant to add and monitor the existing pipeline facilities. The site is located in the southeast corner of section 30 and does not interfere with the City Sprayberry Farm operations.

Certificates of Insurance (COIs) with the City of Midland named as an additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record completed License Agreement



City Manager's Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2024

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 McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Malinda Reeves PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: malinda.reeves@mcgriff.com FAX (A/C, No):	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Indian Harbor Insurance Company		36940
INSURED Brazos Midstream Management, II LLC 777 Main Street, Suite 3700 Fort Worth, TX 76102		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:NSEBQJK2

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.

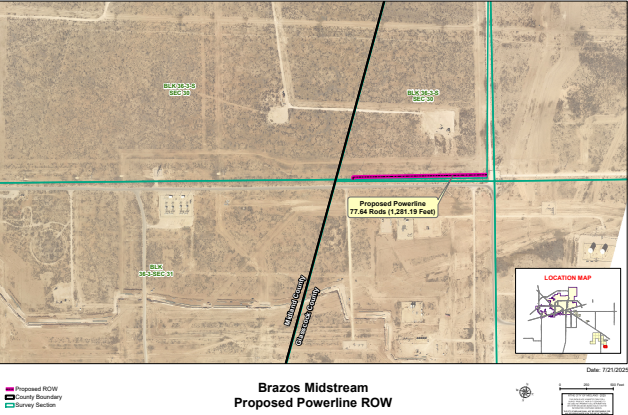
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY			OLS23551124	11/05/2023	11/05/2024	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐							MED EXP (Any one person)	\$ 5,000
	☐		X	X				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
	☒	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	☐	ANY AUTO						BODILY INJURY (Per person)	\$
	☐	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
A	☒	UMBRELLA LIAB	☒		OLSX17971124	11/05/2023	11/05/2024	EACH OCCURRENCE	\$ 5,000,000
	☒	EXCESS LIAB	☐					AGGREGATE	\$ 5,000,000
	☐	DED	☐						\$
	☐	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A					E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
									\$
									\$
									\$
									\$

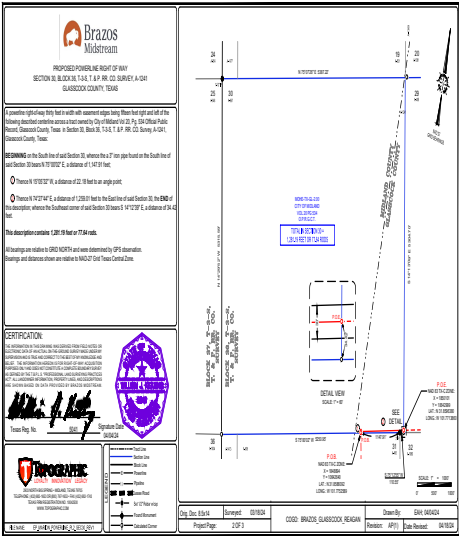
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured (excluding Workers' Compensation) and Waiver of Subrogation applies except where not permissible by law if required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland PO Box 1152 Midland, TX 79702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 20.3 August 12, 2025
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RIGHT OF WAY LICENSE

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

Date: August 13, 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: **Brazos Midland Gas, LLC**

Licensee's Representative: **Matt Montgomery**

Licensee's Mailing Address: 777 Main Street, Suite 3700
Fort Worth, Texas 76102

Property: As described in Article III below

License Number: **25-329-020**

Licensee desires use of certain Property (as defined below) in Glasscock 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 SIX THOUSAND SIX HUNDRED SEVENTY-SEVEN and 04/100 Dollars (\$6,677.04) ("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 sixty (60) 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 38Kv overhead powerline ("Powerline") 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 Powerline 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 Powerline 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. Omitted.

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

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWERLINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor

requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

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

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

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the Powerline 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 portion of the Powerline or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

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

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate.

Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWERLINE 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 POWERLINE 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 Licenser 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 Licenser as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licenser 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. Licenser 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 Licenser's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licenser'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 Licenser'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 Licenser'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 Licenser. Licensee is paying Licenser 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 Licenser'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 Licenser. 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 Licenser and the

Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

LICENSEE:
BRAZOS MIDLAND GAS, LLC

By: _____

Printed Name: Matt Montgomery

Title: VP of Engineering

THE STATE OF _____

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared Matt Montgomery an officer of Brazos Midland Gas, 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 _____ day of _____, 2025.

Notary Public, State of _____



City Council Meeting

Item Number: 21
Meeting Date: August 12, 2025
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (25-329-023) WITH MID-STATES OPERATING COMPANY REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This ROW License is an Amendment to Right of Way License 25-329-014. It will provide the applicant an additional 2,452.41' of a 15' wide right of way for a Twelve Inch (12") SDR-11 Poly, private, produced water pipeline for a second connection. This pipeline will service new mineral production in the area.

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 (\$ 470.00 per rod x 148.63 rods) \$69,856.10

Total Collected: \$70,856.10

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This additional pipeline will be buried forty-eight inches (48) deep and does not interfere with the City Plant Farm operations.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and is on file.

City Secretary to record completed License Agreement



City Manager's Office

**AMENDMENT TO THE RIGHT OF WAY LICENSE
BETWEEN MID-STATES OPERATING COMPANY
AND
THE CITY OF MIDLAND, TEXAS**

THIS AMENDMENT is made effective this ___ day of _____, 2025, by and between Mid-States Operating Company ("Company"), and the City of Midland ("City"), a home-rule municipality.

WHEREAS, Company and City entered into that certain Right of Way License made effective May 1, 2025 (the "License"), for the right to enter upon certain City-owned property for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing two poly construction pipelines, a poly construction pipeline on and across City's property which was approved by the Midland City Council by Motion No. 048-2025; and

WHEREAS, the License has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, Company and City desire to make certain amendments to the License as set forth below;

W I T N E S S E T H:

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

- a. The License is hereby amended so as to replace the original exhibit (referred to in the License as **Exhibit A**) in its entirety with **Exhibit A** attached hereto and incorporated herein for all purposes.
- b. Section II(A) of the License is hereby amended to read in its entirety as follows:

A. License Fee. A license fee in the amount of FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED SIXTY-THREE and No/100 Dollars (\$471,563.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

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

- c. A one-time application fee in the amount of One Thousand and 00/100 Dollars (\$1,000.00) shall be due and payable by Licensee to Licensor contemporaneously with the execution of this Amendment.
- d. The License, inclusive of this Amendment, is hereby ratified and affirmed by Company and City, and the License shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

[Signature Page Follow]

CITY OF MIDLAND:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

MID-STATES OPERATING COMPANY

Jack Rathbone IV

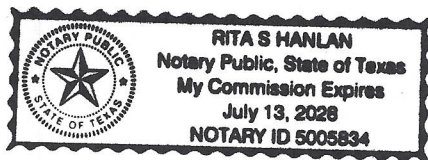
M. Jack Rathbone, IV - Partner

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Jack BEFORE ME, Rita S. Hanlan, a notary public, on this day personally appeared M. Jack Rathbone IV 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 company for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY AND SEAL OF OFFICE this the 17th day of July, 2025.



Rita S. Hanlan

Notary Public, in and for
The State of Texas

My Commission Expires: 7/13/2028

FIELD NOTE DESCRIPTION OF THE SURVEY OF THE CENTERLINE OF A 20 FOOT LICENSE IN THE CITY OF MIDLAND TRACT FOR BJ ENVIRONMENTAL SERVICES, LP OUT OF THE T & P RR CO. SURVEY, SECTIONS 8, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT (NORTHING: 10689789.82, EASTING: 176035.11) FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 8 BEARS NORTH 76° 8' 35" EAST 1428.87 FEET;

THENCE SOUTH 75° 10' 46" WEST CROSSING SECTION 8, 1339.64 FEET TO CORNER;

THENCE SOUTH 16° 03' 16" EAST CROSSING SECTION 8, 1153.03 FEET TO CORNER;

THENCE NORTH 73° 56' 05" EAST 159.74 FEET TO END OF LINE (NORTHING: 10688441.56 EASTING: 1775393.53)

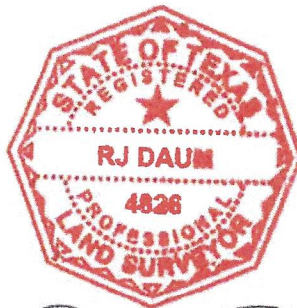
TOTAL: 2452.41 FEET 148.63 RODS

JN 25-432 JULY 3, 2025

RJ Daum RPLS

Magrym Consulting, Inc

Texas Firm #10149500



Schumann Land Records Archive
800 North Marienfeld Street, Suite 100
Midland, Texas 79701

A handwritten signature in black ink, appearing to read "RJ Daum", written over the bottom right of the red seal.

432.684.5548

MID-STATES OPERATING COMPANY

PO BOX 10747
MIDLAND, TEXAS 79702
(432) 684-5881

CNB Community
National Bank
P.O. Box 3903 Midland, Texas 79702 432.262.1600
88-1287/1163

7725

DATE April 23, 2025

**PAY
TO THE
ORDER OF** CITY OF MIDLAND

\$ 401,706.90-----Four hundred one thousand seven hundred six and 90/100-----**DOLLARS**

License fee		
Right of Way License	25-329-014	

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

VOID 90 DAYS AFTER CHECK DATE



Details on back

Security Features

⑈007725⑈ ⑆116312873⑆ 10226238⑈



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
15 Smith Road, Suite 6000
Midland TX 79705

CONTACT NAME: Larissa McCormick

PHONE (A/C, No, Ext): 432-618-4570

FAX (A/C, No):

E-MAIL ADDRESS: Larissa.McCormick@marshmma.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkley National Insurance Company

38911

INSURER B: Berkley Regional Insurance Company

29580

INSURER C: Texas Mutual Insurance Company

22945

INSURER D: Arch Specialty Insurance Company

21199

INSURER E: Starstone Specialty Insurance Company

44776

INSURER F: Ascot Specialty Insurance

45055

INSURED
Mid-States Operating Company
BJG Operating Company
1607 W Texas Ave.
Midland TX 79701

MIDPOE

COVERAGES

CERTIFICATE NUMBER: 222552682

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		EGL001416122	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S&A Pollution \$ \$1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ECA312749121	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D E	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 10,000		EIM316040814 UXP105553901 MAR00144322P01	6/1/2025 6/1/2025 6/1/2025	6/1/2026 6/1/2026 6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001238386	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F F	Gradual Primary Poll Liab Gradual Excess Poll Liab		ENPU241000130502 ENXU241000130602	6/1/2025 6/1/2025	6/1/2026 6/1/2026	Limit Primary Aggregate Aggregate Limit 1,000,000 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured form #EGL1000 edition 10/14 applies to the General Liability policy
Waiver of subrogation form #EGL1000 edition 10/14 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #EGL1000 edition 10/14.
Notice of Cancellation form #EGL1000 edition 10/14 applies to the General Liability policy.

Additional Insured form #ENPU0001 edition 06/21 applies to the Primary Pollution Liability policy
Waiver of subrogation form #ENPU0001 edition 06/21 applies to the Primary Pollution Liability policy.
The Excess Pollution Liability policy is follow form to the Primary Pollution Liability policy for the Additionl Insured & Waiver of Subrogation.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Midland
300 N. Loraine
Midland TX 79701

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

Red Baga

PACKET

ACORD 25 (2016/03)

21.9

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August 12, 2025



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Mid-States Operating Company BJG Operating Company 1607 W Texas Ave. Midland TX 79701	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured form #CA8309 edition 09/15 applies to the Automobile Liability policy.
 Waiver of subrogation form #CA8322 edition 10/13 applies to the Automobile Liability policy.
 Notice of Cancellation form #IL8327 edition 12/14 applies to the Automobile Liability policy.
 Primary & Non-Contributory form applies to the Automobile Liability policy.
 Broadened Pollution Endorsement form applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B edition 06/14 applies to the Workers Compensation policy.
 Alternate Employer Form #WC000301 edition 01/94 applies to the Workers Compensation.

Follow Form #UEL6000 edition 10/14 applies to the Umbrella Liability.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes an alternate employer endorsement.

The General Liability, Automobile Liability and Excess liability policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (60) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.



City Council Meeting

Item Number: 22
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Carl Craigo, Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND LUBBOCK MPL TOWER HOLDINGS LLC FOR THE PURPOSE OF MAINTAINING AND OPERATING A COMMUNICATIONS TRANSMITTING AND RECEIVING SITE LOCATED AT LAKE PEGGY SUE (DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Renewing a lease for a Wireless Cell Tower located at Lake Peggy Sue.

Recommended City Council Action:

Approve

Fiscal Impact:

\$2,500 a month to the Utilities Fund

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The is a renewal of a lease from 2003. The lease is for a 5 year term with monthly payments of \$2,500.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A LEASE AGREEMENT BETWEEN THE CITY OF
MIDLAND AND LUBBOCK MPL TOWER HOLDINGS
LLC FOR THE PURPOSE OF MAINTAINING AND
OPERATING A COMMUNICATIONS
TRANSMITTING AND RECEIVING SITE LOCATED
AT LAKE PEGGY SUE**

WHEREAS, Lubbock MPL Tower Holdings LLC desires to lease space from the City at Lake Peggy Sue for the purposes of maintaining and operating a communications transmitting and receiving site; and

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

THAT the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a lease agreement with Lubbock MPL Tower Holdings LLC for the purpose of maintaining and operating a communications transmitting and receiving site at Lake Peggy Sue. Said lease agreement being attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

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

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Utilities\2025\Lake Peggy Sue – Wireless Cell Tower

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this 28 day of January, 2025, by and between the CITY OF MIDLAND, TEXAS ("Lessor"), and LUBBOCK MPL TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (collectively, "Lessee").

I. RECITALS

WHEREAS, Lessor owns certain property known as Lake Peggy Sue utilized for water tower and other municipal purposes; and

WHEREAS, Lessee currently owns and operates facilities for maintaining and operating a communications transmitting and receiving site and control building on the City Property pursuant to that certain Lease Agreement with Cingular Wireless for a Cellular Tower Site at Lake Peggy Sue dated October 29, 2003 (the "Original Lease");

WHEREAS, the Original Lease expired October 28, 2018;

WHEREAS, the Lessee seeks to enter into a new lease agreement for the continued installation, maintenance and operation of Lessee's telecommunications equipment on the City Property; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

II. DEFINITIONS

A. "Access Facility" means existing fencing and access gate on the Leased Premises, which has constructed, at Lessee's sole cost and expense. The Access Facility shall be constructed and maintained completely at Lessee's sole cost and expense.

B. "City" means the City of Midland, Texas.

C. "City Property" means the City-owned property known as Lake Peggy Sue as shown on Exhibit "A" attached hereto and incorporated herein for all legal purposes, and within which is the Leased Premises.

D. "Leased Premises" means the area (including the Access Facility) within City Property as shown on Exhibit A, attached hereto and incorporated herein, and to which Lessee is granted access pursuant to this Agreement for the purpose of accomplishing Lessee's Telecommunications Activities.

E. "Telecommunications Activities" means the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair,

replacement, and upgrade of communications equipment, cables, and accessories. and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Leased Premises (collectively, the "Telecommunications Equipment").

F. "Utilities Director" means Carl Craigo, PE, Utilities Director, City of Midland, Texas, or his successor as appointed by the City Manager.

H. "Authorized Personnel" means a City of Midland employee, or any other person or entity appointed by the City of Midland, who performs specified job duties as associated with said lease agreement.

III. USE

A. Lease & Use. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises. This Agreement does not confer any ownership rights whatsoever to Lessee, and Lessor's Property (inclusive of the Leased Premises) shall remain the sole property of Lessor.

Lessee shall only be granted access to the Leased Premises for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee has the right but not the obligation to modify or replace its communications equipment, cables and accessories, at Lessee's sole cost and expense, as may be necessary to comply with applicable governmental rules, regulations or laws, including, but not limited to, those related to emergency 911 communication services.

B. Access. Lessor and Lessee agree that Lessee shall at all times during the term of this Agreement have the rights of ingress and egress to and from the Leased Premises via Lessee's Access Facility for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee shall enter the Leased Premises through the established gates.

C. Interference. Lessee shall not use the City Property or the Leased Premises in any way which interferes with the use of Lessor's use of the City Property. Such interference by Lessee shall be deemed a material breach by Lessee, who shall, upon notice from Lessor, terminate said interference immediately. In the event said interference does not cease promptly, as determined by Lessor, Lessor **shall have the right to terminate this Agreement immediately upon written notice** to Lessee. **LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR IN RELATION TO ANY PROBLEMS OR LIABILITY ARISING FROM INTERFERENCE FROM LESSEE'S USE OF THE LEASED PREMISES OR ANY OF ITS OPERATIONS WITHIN LESSOR'S CITY PROPERTY.**

D. Costs. All associated construction costs, along with any costs associated with Lessee's operations on the Leased Premises including supply of related utilities, shall be the responsibility of Lessee.

E. Fixtures. No building, poles, antenna systems, tower, equipment or other improvements erected or installed in or upon the Leased Premises or the City Property by Lessee shall be deemed

to be a fixture, and Lessee shall have the right at any time prior to sixty (60) days after the termination of this Agreement for any cause, to remove from the Leased Premises or the City Property, at Lessee's sole cost and expense, any and all buildings, poles, antenna systems, towers, equipment or other improvements belonging to Lessee which may have been placed thereon by Lessee. If Lessee does not remove its equipment or improvements to a depth of two feet (2') below grade by the end of the sixty (60) day period, Lessor may remove such at Lessee's sole cost and expense.

F. "AS IS". LESSEE AGREES AND ACKNOWLEDGES LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY LESSOR THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY LESSOR WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES THAT LESSEE IS AGREEING TO LEASE THE LEASED PREMISES "AS IS"; THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES, AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. LESSOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS.

G. Subleases. Lessor and Lessee acknowledge that Lessee has subleased space on Lessee's communication facilities on the Leased Premises to the parties identified on Exhibit "C" with Lessor's knowledge and consent. Lessee shall not sublease the Leased Premises to any other unaffiliated third-party persons or entities except with the prior written notice to the Lessor.

IV. TERM & TERMINATION

A. Term. This Agreement shall be for a term of five (5) years commencing on 28 January 2025, to 27 January 2030, unless terminated sooner as provided herein.

B. Termination At Will. Either party may terminate this Agreement at will, for no or any reason, upon giving the other party one hundred eighty (180) days' written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice.

C. By Act of Law. If during the term of this Agreement, Lessee shall be prevented by federal, municipal, county, state or other legal authority from maintaining or operating a communications site on the Leased Premises, Lessee shall have the sole option to terminate the Agreement by giving

at least thirty (30) days' written notice to Lessor of its termination of the Agreement. Upon termination, all parties hereto shall be relieved of any further obligation hereunder, and Lessor shall not be required to refund any rent which may have been paid in advance by Lessee.

V. RENT

Lessee agrees to pay Lessor as rent for the use and occupancy of the Leased Premises, and for rights and privileges appurtenant thereto during the term of this Agreement the amount of \$2,500.00 per month or fifty percent (50.0%) of the rent, licensing fees, and all other monies whatsoever actually received and collected by Lessee from subtenants, licensees or any and all other third parties for use of the tower or any portion thereof ("Revenue Share"), whichever cost is greater. Monies collected by Lessee from subtenants for utility installation and fees, structural upgrades to the Telecommunications Equipment, as defined in Exhibit "B", and other reimbursable costs and expenses and actual pass through costs shall be excluded for purposes of calculating the Revenue Share. Payment shall be due on or before the 15th day of each month following the month in which such revenues are collected.

VI. TOWER SPACE CONSIDERATION

Lessor shall have the right to collocate wireless communications equipment at Lessee's communication facilities on the Leased Premises solely for Lessor's own use if space is available and subject to the provisions of this Section. Lessor's written request to collocate shall be submitted to Lessee along with the information usually required by Lessee (the "Collocation Request"). Lessee, in its sole discretion, shall determine the availability of space at the communication facilities and send Lessor written notice regarding such availability. If Lessor exercises its right to collocate pursuant to this Section, Lessor shall execute and deliver to Lessee the Tower License Agreement template in use at that time. Lessor and Lessee agree to expeditiously execute said Tower License Agreement in the form presented. Lessee agrees that Lessor shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement. Lessor shall pay all costs and expenses associated with the Lessor's collocation, which includes, but is not limited to, the installation, operation, maintenance, and removal associated with its wireless communications equipment at Lessee's communication facilities, and any necessary modifications to Lessee's tower to accommodate Lessor's equipment.

VII. STANDARD TERMS & CONDITIONS

A. Attorney Fees. BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LESSOR REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LESSEE SPECIFICALLY AGREES THAT IF LESSEE 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, LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.

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

LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. Third Party Beneficiary. Lessor'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.

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

D. Indemnity. LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE LEASED PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES WITH RESPECT TO SUCH INDEMNIFIED CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS,

ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSOR, LESSOR'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LESSEE OR LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

E. Notice of Alleged Breach; Statutory Prerequisites. As a conditions precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of the 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee 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 Lessor from any liability whatsoever. Lessor is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. Lessor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

F. Independent Contractor. It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Lessor; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply

as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the Lessor. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Lessor does not have the power to direct the order in which the work is done. Lessor shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work. Lessee is entirely free to do the work in its own way.

G. Governing Law & 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.

H. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR, LESSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LESSOR'S NEGLIGENCE.

I. Assignment. Lessee shall have the right to assign all or any part of this Agreement or any interest, right or privilege herein to any parent, subsidiary or other affiliate of Lessee upon notice to Lessor, without Lessor's consent. Lessee shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein to any other party without the prior written consent of Lessor. The issue of whether or not to grant consent to an assignment is in the sole discretion of Lessor.

J. Insurance. Lessee 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 meeting the indemnification obligations herein):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence

-General Aggregate: \$2,000,000.00

-Products – COMP/OP AGG: \$2,000,000.00

Business Automobile Liability: \$1,000,000.00 combined single limit –
Personal Injury and Property Damage

Umbrella Liability: \$3,000,000.00 per occurrence, aggregate

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

The Commercial General Liability insurance shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. The Commercial General Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Business Automobile Liability insurance provided by Lessee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, 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 Agreement. The Business Automobile Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Workers' Compensation coverage provided by Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Agreement. The Workers' Compensation insurance shall waive all rights of subrogation against Lessor.

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

Lessee 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 Lessor and policies that name Lessor as an additional insured on a claims occurred basis (except workers' compensation).

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

Site Name: GREENTREE

8

PAKET Press Unit #: 839731

22.12

August 12, 2025

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

K. Notice. All notices must be given in writing by certified mail return receipt requested addressed as shown:

If to *Lessor*:

Utilities Director
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

If to *Lessee*:

Lubbock MPL Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With copy to:
CCATT LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties governing the matters addressed herein. This Agreement shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The terms and conditions of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties named herein.

M. Lessor's Cooperation. If requested by Lessee, Lessor will execute, in Lessor's proprietary capacity as the owner of the City Property, and at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises permitted by this Agreement.

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, P.E., Utility Director

APPROVED ONLY AS TO FORM:

Nicholas Toulet-Crump, Interim City Attorney

LESSEE:
LUBBOCK MPL TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

DocuSigned by:
Amanda Gray
A248568D15BC4ED...

Name: _____

Title: Manager Real Estate

7/23/2025 | 2:18:54 PM CDT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this 28 day of January, 2025, by and between the CITY OF MIDLAND, TEXAS ("Lessor"), and LUBBOCK MPL TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (collectively, "Lessee").

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WHEREAS, Lessor owns certain property known as Lake Peggy Sue utilized for water tower and other municipal purposes; and

WHEREAS, Lessee currently owns and operates facilities for maintaining and operating a communications transmitting and receiving site and control building on the City Property pursuant to that certain Lease Agreement with Cingular Wireless for a Cellular Tower Site at Lake Peggy Sue dated October 29, 2003 (the "Original Lease");

WHEREAS, the Original Lease expired October 28, 2018;

WHEREAS, the Lessee seeks to enter into a new lease agreement for the continued installation, maintenance and operation of Lessee's telecommunications equipment on the City Property; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

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A. Term. This Agreement shall be for a term of five (5) years commencing on 28 January 2025, to 27 January 2030, unless terminated sooner as provided herein.

B. Termination At Will. Either party may terminate this Agreement at will, for no or any reason, upon giving the other party one hundred eighty (180) days' written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice.

C. By Act of Law. If during the term of this Agreement, Lessee shall be prevented by federal, municipal, county, state or other legal authority from maintaining or operating a communications site on the Leased Premises, Lessee shall have the sole option to terminate the Agreement by giving

at least thirty (30) days' written notice to Lessor of its termination of the Agreement. Upon termination, all parties hereto shall be relieved of any further obligation hereunder, and Lessor shall not be required to refund any rent which may have been paid in advance by Lessee.

V. RENT

Lessee agrees to pay Lessor as rent for the use and occupancy of the Leased Premises, and for rights and privileges appurtenant thereto during the term of this Agreement the amount of \$2,500.00 per month or fifty percent (50.0%) of the rent, licensing fees, and all other monies whatsoever actually received and collected by Lessee from subtenants, licensees or any and all other third parties for use of the tower or any portion thereof ("Revenue Share"), whichever cost is greater. Monies collected by Lessee from subtenants for utility installation and fees, structural upgrades to the Telecommunications Equipment, as defined in Exhibit "B", and other reimbursable costs and expenses and actual pass through costs shall be excluded for purposes of calculating the Revenue Share. Payment shall be due on or before the 15th day of each month following the month in which such revenues are collected.

VI. TOWER SPACE CONSIDERATION

Lessor shall have the right to collocate wireless communications equipment at Lessee's communication facilities on the Leased Premises solely for Lessor's own use if space is available and subject to the provisions of this Section. Lessor's written request to collocate shall be submitted to Lessee along with the information usually required by Lessee (the "Collocation Request"). Lessee, in its sole discretion, shall determine the availability of space at the communication facilities and send Lessor written notice regarding such availability. If Lessor exercises its right to collocate pursuant to this Section, Lessor shall execute and deliver to Lessee the Tower License Agreement template in use at that time. Lessor and Lessee agree to expeditiously execute said Tower License Agreement in the form presented. Lessee agrees that Lessor shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement. Lessor shall pay all costs and expenses associated with the Lessor's collocation, which includes, but is not limited to, the installation, operation, maintenance, and removal associated with its wireless communications equipment at Lessee's communication facilities, and any necessary modifications to Lessee's tower to accommodate Lessor's equipment.

VII. STANDARD TERMS & CONDITIONS

A. Attorney Fees. BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LESSOR REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LESSEE SPECIFICALLY AGREES THAT IF LESSEE 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, LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.

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

LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. Third Party Beneficiary. Lessor'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.

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

D. Indemnity. LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE LEASED PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES WITH RESPECT TO SUCH INDEMNIFIED CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS,

ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSOR, LESSOR'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LESSEE OR LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

E. Notice of Alleged Breach; Statutory Prerequisites. As a conditions precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of the 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee 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 Lessor from any liability whatsoever. Lessor is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. Lessor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

F. Independent Contractor. It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Lessor; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply

as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the Lessor. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Lessor does not have the power to direct the order in which the work is done. Lessor shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work. Lessee is entirely free to do the work in its own way.

G. Governing Law & 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.

H. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR, LESSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LESSOR'S NEGLIGENCE.

I. Assignment. Lessee shall have the right to assign all or any part of this Agreement or any interest, right or privilege herein to any parent, subsidiary or other affiliate of Lessee upon notice to Lessor, without Lessor's consent. Lessee shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein to any other party without the prior written consent of Lessor. The issue of whether or not to grant consent to an assignment is in the sole discretion of Lessor.

J. Insurance. Lessee 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 meeting the indemnification obligations herein):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence

-General Aggregate: \$2,000,000.00

-Products – COMP/OP AGG: \$2,000,000.00

Business Automobile Liability: \$1,000,000.00 combined single limit –
Personal Injury and Property Damage

Umbrella Liability: \$3,000,000.00 per occurrence, aggregate

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

The Commercial General Liability insurance shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. The Commercial General Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Business Automobile Liability insurance provided by Lessee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, 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 Agreement. The Business Automobile Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Workers' Compensation coverage provided by Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Agreement. The Workers' Compensation insurance shall waive all rights of subrogation against Lessor.

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

Lessee 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 Lessor and policies that name Lessor as an additional insured on a claims occurred basis (except workers' compensation).

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

Site Name: GREENTREE

8

PAKET-1
Process Unit #: 839731

22.23

August 12, 2025

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

K. Notice. All notices must be given in writing by certified mail return receipt requested addressed as shown:

If to *Lessor*:

Utilities Director
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

If to *Lessee*:

Lubbock MPL Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With copy to:
CCATT LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties governing the matters addressed herein. This Agreement shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The terms and conditions of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties named herein.

M. Lessor's Cooperation. If requested by Lessee, Lessor will execute, in Lessor's proprietary capacity as the owner of the City Property, and at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises permitted by this Agreement.

N. Severability. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

O. Waiver. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or any other term or condition.

P. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this Agreement does not constitute an agreement or contract for providing goods and/or services to Lessee, as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Lessor 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. Lessor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of Lessor's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of Lessor'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 the Agreement.

This Agreement does not obligate Lessee to use the Leased Premises to construct, repair, operate, replace, and maintain Lessee's facilities or structures described herein but it merely prohibits Lessee from using the premises for any other purpose. This Agreement restricts the use of the Leased Premises to a specific purpose but does not require the use of Leased Premises for a specific purpose. This Agreement does not require Lessee to construct, operate, repair, maintain, replace or remove any of Lessee's facilities or structures described herein. Lessee is not providing a service to Lessor, but is providing a service to Lessee's customers. The Agreement is paying Lessor for a temporary interest 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. Lessee's use of the Leased Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive the Lessor's governmental immunity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly authorized on the day and year written above.

LESSOR: CITY OF MIDLAND

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bently-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

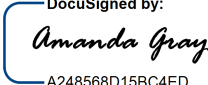
Carl Craigo, P.E., Utility Director

APPROVED ONLY AS TO FORM:

Nicholas Toulet-Crump, Interim City Attorney

LESSEE:
LUBBOCK MPL TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

DocuSigned by:

A248568D15BC4ED...
Name: _____
Manager Real Estate
Title: _____
7/23/2025 | 2:18:54 PM CDT

Certificate Of Completion

Envelope Id: 0F6AE770-20A9-417D-9062-AD868087DA54

Status: Completed

Subject: Complete with Docusign: 839731_381263_1.pdf

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 1

Initials: 0

Amanda Gray

AutoNav: Disabled

2000 Corporate Drive

Envelopeld Stamping: Disabled

Canonsburg, PA 15317

Time Zone: (UTC-06:00) Central Time (US & Canada)

Amanda.Gray@crowncastle.com

IP Address: 50.220.166.44

Record Tracking

Status: Original

Holder: Amanda Gray

Location: DocuSign

7/23/2025 2:17:45 PM

Amanda.Gray@crowncastle.com

Signer Events

Amanda Gray

Amanda.Gray@crowncastle.com

Manager Real Estate

Global Signal Acquisitions IV LLC, A Delaware
Limited Liability Company

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature

DocuSigned by:
Amanda Gray
A248568D15BC4ED...

Signature Adoption: Pre-selected Style

Using IP Address: 50.220.166.44

Timestamp

Sent: 7/23/2025 2:17:55 PM

Viewed: 7/23/2025 2:17:59 PM

Signed: 7/23/2025 2:18:54 PM

Freeform Signing

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/23/2025 2:17:55 PM

Certified Delivered

Security Checked

7/23/2025 2:17:59 PM

Signing Complete

Security Checked

7/23/2025 2:18:54 PM

Completed

Security Checked

7/23/2025 2:18:54 PM

Payment Events

Status

Timestamps

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this 28 day of January, 2025, by and between the CITY OF MIDLAND, TEXAS ("Lessor"), and LUBBOCK MPL TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (collectively, "Lessee").

I. RECITALS

WHEREAS, Lessor owns certain property known as Lake Peggy Sue utilized for water tower and other municipal purposes; and

WHEREAS, Lessee currently owns and operates facilities for maintaining and operating a communications transmitting and receiving site and control building on the City Property pursuant to that certain Lease Agreement with Cingular Wireless for a Cellular Tower Site at Lake Peggy Sue dated October 29, 2003 (the "Original Lease");

WHEREAS, the Original Lease expired October 28, 2018;

WHEREAS, the Lessee seeks to enter into a new lease agreement for the continued installation, maintenance and operation of Lessee's telecommunications equipment on the City Property; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

II. DEFINITIONS

A. "Access Facility" means existing fencing and access gate on the Leased Premises, which has constructed, at Lessee's sole cost and expense. The Access Facility shall be constructed and maintained completely at Lessee's sole cost and expense.

B. "City" means the City of Midland, Texas.

C. "City Property" means the City-owned property known as Lake Peggy Sue as shown on Exhibit "A" attached hereto and incorporated herein for all legal purposes, and within which is the Leased Premises.

D. "Leased Premises" means the area (including the Access Facility) within City Property as shown on Exhibit A, attached hereto and incorporated herein, and to which Lessee is granted access pursuant to this Agreement for the purpose of accomplishing Lessee's Telecommunications Activities.

E. "Telecommunications Activities" means the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair,

replacement, and upgrade of communications equipment, cables, and accessories. and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Leased Premises (collectively, the "Telecommunications Equipment").

F. "Utilities Director" means Carl Craigo, PE, Utilities Director, City of Midland, Texas, or his successor as appointed by the City Manager.

H. "Authorized Personnel" means a City of Midland employee, or any other person or entity appointed by the City of Midland, who performs specified job duties as associated with said lease agreement.

III. USE

A. Lease & Use. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises. This Agreement does not confer any ownership rights whatsoever to Lessee, and Lessor's Property (inclusive of the Leased Premises) shall remain the sole property of Lessor.

Lessee shall only be granted access to the Leased Premises for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee has the right but not the obligation to modify or replace its communications equipment, cables and accessories, at Lessee's sole cost and expense, as may be necessary to comply with applicable governmental rules, regulations or laws, including, but not limited to, those related to emergency 911 communication services.

B. Access. Lessor and Lessee agree that Lessee shall at all times during the term of this Agreement have the rights of ingress and egress to and from the Leased Premises via Lessee's Access Facility for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee shall enter the Leased Premises through the established gates.

C. Interference. Lessee shall not use the City Property or the Leased Premises in any way which interferes with the use of Lessor's use of the City Property. Such interference by Lessee shall be deemed a material breach by Lessee, who shall, upon notice from Lessor, terminate said interference immediately. In the event said interference does not cease promptly, as determined by Lessor, Lessor **shall have the right to terminate this Agreement immediately upon written notice** to Lessee. **LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR IN RELATION TO ANY PROBLEMS OR LIABILITY ARISING FROM INTERFERENCE FROM LESSEE'S USE OF THE LEASED PREMISES OR ANY OF ITS OPERATIONS WITHIN LESSOR'S CITY PROPERTY.**

D. Costs. All associated construction costs, along with any costs associated with Lessee's operations on the Leased Premises including supply of related utilities, shall be the responsibility of Lessee.

E. Fixtures. No building, poles, antenna systems, tower, equipment or other improvements erected or installed in or upon the Leased Premises or the City Property by Lessee shall be deemed

to be a fixture, and Lessee shall have the right at any time prior to sixty (60) days after the termination of this Agreement for any cause, to remove from the Leased Premises or the City Property, at Lessee's sole cost and expense, any and all buildings, poles, antenna systems, towers, equipment or other improvements belonging to Lessee which may have been placed thereon by Lessee. If Lessee does not remove its equipment or improvements to a depth of two feet (2') below grade by the end of the sixty (60) day period, Lessor may remove such at Lessee's sole cost and expense.

F. "AS IS". LESSEE AGREES AND ACKNOWLEDGES LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY LESSOR THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY LESSOR WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES THAT LESSEE IS AGREEING TO LEASE THE LEASED PREMISES "AS IS"; THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES, AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. LESSOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS.

G. Subleases. Lessor and Lessee acknowledge that Lessee has subleased space on Lessee's communication facilities on the Leased Premises to the parties identified on Exhibit "C" with Lessor's knowledge and consent. Lessee shall not sublease the Leased Premises to any other unaffiliated third-party persons or entities except with the prior written notice to the Lessor.

IV. TERM & TERMINATION

A. Term. This Agreement shall be for a term of five (5) years commencing on 28 January 2025, to 27 January 2030, unless terminated sooner as provided herein.

B. Termination At Will. Either party may terminate this Agreement at will, for no or any reason, upon giving the other party one hundred eighty (180) days' written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice.

C. By Act of Law. If during the term of this Agreement, Lessee shall be prevented by federal, municipal, county, state or other legal authority from maintaining or operating a communications site on the Leased Premises, Lessee shall have the sole option to terminate the Agreement by giving

at least thirty (30) days' written notice to Lessor of its termination of the Agreement. Upon termination, all parties hereto shall be relieved of any further obligation hereunder, and Lessor shall not be required to refund any rent which may have been paid in advance by Lessee.

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Lessee agrees to pay Lessor as rent for the use and occupancy of the Leased Premises, and for rights and privileges appurtenant thereto during the term of this Agreement the amount of \$2,500.00 per month or fifty percent (50.0%) of the rent, licensing fees, and all other monies whatsoever actually received and collected by Lessee from subtenants, licensees or any and all other third parties for use of the tower or any portion thereof ("Revenue Share"), whichever cost is greater. Monies collected by Lessee from subtenants for utility installation and fees, structural upgrades to the Telecommunications Equipment, as defined in Exhibit "B", and other reimbursable costs and expenses and actual pass through costs shall be excluded for purposes of calculating the Revenue Share. Payment shall be due on or before the 15th day of each month following the month in which such revenues are collected.

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VII. STANDARD TERMS & CONDITIONS

A. Attorney Fees. BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LESSOR REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LESSEE SPECIFICALLY AGREES THAT IF LESSEE 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, LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.

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

LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. Third Party Beneficiary. Lessor'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.

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

D. Indemnity. LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE LEASED PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES WITH RESPECT TO SUCH INDEMNIFIED CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS,

ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSOR, LESSOR'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LESSEE OR LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

E. Notice of Alleged Breach; Statutory Prerequisites. As a conditions precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of the 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee 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 Lessor from any liability whatsoever. Lessor is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. Lessor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

F. Independent Contractor. It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Lessor; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply

as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the Lessor. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Lessor does not have the power to direct the order in which the work is done. Lessor shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work. Lessee is entirely free to do the work in its own way.

G. Governing Law & 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.

H. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR, LESSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LESSOR'S NEGLIGENCE.

I. Assignment. Lessee shall have the right to assign all or any part of this Agreement or any interest, right or privilege herein to any parent, subsidiary or other affiliate of Lessee upon notice to Lessor, without Lessor's consent. Lessee shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein to any other party without the prior written consent of Lessor. The issue of whether or not to grant consent to an assignment is in the sole discretion of Lessor.

J. Insurance. Lessee 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 meeting the indemnification obligations herein):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence

-General Aggregate: \$2,000,000.00

-Products – COMP/OP AGG: \$2,000,000.00

Business Automobile Liability: \$1,000,000.00 combined single limit –
Personal Injury and Property Damage

Umbrella Liability: \$3,000,000.00 per occurrence, aggregate

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

The Commercial General Liability insurance shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. The Commercial General Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Business Automobile Liability insurance provided by Lessee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, 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 Agreement. The Business Automobile Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Workers' Compensation coverage provided by Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Agreement. The Workers' Compensation insurance shall waive all rights of subrogation against Lessor.

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

Lessee 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 Lessor and policies that name Lessor as an additional insured on a claims occurred basis (except workers' compensation).

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

Site Name: GREENTREE

8

PAKET Press Unit #: 839731

22.35

August 12, 2025

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

K. Notice. All notices must be given in writing by certified mail return receipt requested addressed as shown:

If to *Lessor*:

Utilities Director
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

If to *Lessee*:

Lubbock MPL Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With copy to:
CCATT LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties governing the matters addressed herein. This Agreement shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The terms and conditions of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties named herein.

M. Lessor's Cooperation. If requested by Lessee, Lessor will execute, in Lessor's proprietary capacity as the owner of the City Property, and at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises permitted by this Agreement.

N. Severability. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

O. Waiver. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or any other term or condition.

P. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this Agreement does not constitute an agreement or contract for providing goods and/or services to Lessee, as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Lessor 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. Lessor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of Lessor's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of Lessor'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 Lessor's governmental immunity for the benefit of any third party lacking privity to the Agreement.

This Agreement does not obligate Lessee to use the Leased Premises to construct, repair, operate, replace, and maintain Lessee's facilities or structures described herein but it merely prohibits Lessee from using the premises for any other purpose. This Agreement restricts the use of the Leased Premises to a specific purpose but does not require the use of Leased Premises for a specific purpose. This Agreement does not require Lessee to construct, operate, repair, maintain, replace or remove any of Lessee's facilities or structures described herein. Lessee is not providing a service to Lessor, but is providing a service to Lessee's customers. The Agreement is paying Lessor for a temporary interest 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. Lessee's use of the Leased Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive the Lessor's governmental immunity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly authorized on the day and year written above.

LESSOR: CITY OF MIDLAND

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bently-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craigo, P.E., Utility Director

APPROVED ONLY AS TO FORM:

Nicholas Toulet-Crump, Interim City Attorney

LESSEE:
LUBBOCK MPL TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

DocuSigned by:
Amanda Gray
A248568D15BC4ED...

Name: _____

Title: Manager Real Estate

7/23/2025 | 2:18:54 PM CDT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this 28 day of January, 2025, by and between the CITY OF MIDLAND, TEXAS ("Lessor"), and LUBBOCK MPL TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact (collectively, "Lessee").

I. RECITALS

WHEREAS, Lessor owns certain property known as Lake Peggy Sue utilized for water tower and other municipal purposes; and

WHEREAS, Lessee currently owns and operates facilities for maintaining and operating a communications transmitting and receiving site and control building on the City Property pursuant to that certain Lease Agreement with Cingular Wireless for a Cellular Tower Site at Lake Peggy Sue dated October 29, 2003 (the "Original Lease");

WHEREAS, the Original Lease expired October 28, 2018;

WHEREAS, the Lessee seeks to enter into a new lease agreement for the continued installation, maintenance and operation of Lessee's telecommunications equipment on the City Property; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

II. DEFINITIONS

A. "Access Facility" means existing fencing and access gate on the Leased Premises, which has constructed, at Lessee's sole cost and expense. The Access Facility shall be constructed and maintained completely at Lessee's sole cost and expense.

B. "City" means the City of Midland, Texas.

C. "City Property" means the City-owned property known as Lake Peggy Sue as shown on Exhibit "A" attached hereto and incorporated herein for all legal purposes, and within which is the Leased Premises.

D. "Leased Premises" means the area (including the Access Facility) within City Property as shown on Exhibit A, attached hereto and incorporated herein, and to which Lessee is granted access pursuant to this Agreement for the purpose of accomplishing Lessee's Telecommunications Activities.

E. "Telecommunications Activities" means the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair,

replacement, and upgrade of communications equipment, cables, and accessories. and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Leased Premises (collectively, the "Telecommunications Equipment").

F. "Utilities Director" means Carl Craigo, PE, Utilities Director, City of Midland, Texas, or his successor as appointed by the City Manager.

H. "Authorized Personnel" means a City of Midland employee, or any other person or entity appointed by the City of Midland, who performs specified job duties as associated with said lease agreement.

III. USE

A. Lease & Use. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises. This Agreement does not confer any ownership rights whatsoever to Lessee, and Lessor's Property (inclusive of the Leased Premises) shall remain the sole property of Lessor.

Lessee shall only be granted access to the Leased Premises for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee has the right but not the obligation to modify or replace its communications equipment, cables and accessories, at Lessee's sole cost and expense, as may be necessary to comply with applicable governmental rules, regulations or laws, including, but not limited to, those related to emergency 911 communication services.

B. Access. Lessor and Lessee agree that Lessee shall at all times during the term of this Agreement have the rights of ingress and egress to and from the Leased Premises via Lessee's Access Facility for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee shall enter the Leased Premises through the established gates.

C. Interference. Lessee shall not use the City Property or the Leased Premises in any way which interferes with the use of Lessor's use of the City Property. Such interference by Lessee shall be deemed a material breach by Lessee, who shall, upon notice from Lessor, terminate said interference immediately. In the event said interference does not cease promptly, as determined by Lessor, Lessor **shall have the right to terminate this Agreement immediately upon written notice** to Lessee. **LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR IN RELATION TO ANY PROBLEMS OR LIABILITY ARISING FROM INTERFERENCE FROM LESSEE'S USE OF THE LEASED PREMISES OR ANY OF ITS OPERATIONS WITHIN LESSOR'S CITY PROPERTY.**

D. Costs. All associated construction costs, along with any costs associated with Lessee's operations on the Leased Premises including supply of related utilities, shall be the responsibility of Lessee.

E. Fixtures. No building, poles, antenna systems, tower, equipment or other improvements erected or installed in or upon the Leased Premises or the City Property by Lessee shall be deemed

to be a fixture, and Lessee shall have the right at any time prior to sixty (60) days after the termination of this Agreement for any cause, to remove from the Leased Premises or the City Property, at Lessee's sole cost and expense, any and all buildings, poles, antenna systems, towers, equipment or other improvements belonging to Lessee which may have been placed thereon by Lessee. If Lessee does not remove its equipment or improvements to a depth of two feet (2') below grade by the end of the sixty (60) day period, Lessor may remove such at Lessee's sole cost and expense.

F. "AS IS". LESSEE AGREES AND ACKNOWLEDGES LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY LESSOR THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY LESSOR WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES THAT LESSEE IS AGREEING TO LEASE THE LEASED PREMISES "AS IS"; THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES, AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. LESSOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS.

G. Subleases. Lessor and Lessee acknowledge that Lessee has subleased space on Lessee's communication facilities on the Leased Premises to the parties identified on Exhibit "C" with Lessor's knowledge and consent. Lessee shall not sublease the Leased Premises to any other unaffiliated third-party persons or entities except with the prior written notice to the Lessor.

IV. TERM & TERMINATION

A. Term. This Agreement shall be for a term of five (5) years commencing on 28 January 2025, to 27 January 2030, unless terminated sooner as provided herein.

B. Termination At Will. Either party may terminate this Agreement at will, for no or any reason, upon giving the other party one hundred eighty (180) days' written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice.

C. By Act of Law. If during the term of this Agreement, Lessee shall be prevented by federal, municipal, county, state or other legal authority from maintaining or operating a communications site on the Leased Premises, Lessee shall have the sole option to terminate the Agreement by giving

at least thirty (30) days' written notice to Lessor of its termination of the Agreement. Upon termination, all parties hereto shall be relieved of any further obligation hereunder, and Lessor shall not be required to refund any rent which may have been paid in advance by Lessee.

V. RENT

Lessee agrees to pay Lessor as rent for the use and occupancy of the Leased Premises, and for rights and privileges appurtenant thereto during the term of this Agreement the amount of \$2,500.00 per month or fifty percent (50.0%) of the rent, licensing fees, and all other monies whatsoever actually received and collected by Lessee from subtenants, licensees or any and all other third parties for use of the tower or any portion thereof ("Revenue Share"), whichever cost is greater. Monies collected by Lessee from subtenants for utility installation and fees, structural upgrades to the Telecommunications Equipment, as defined in Exhibit "B", and other reimbursable costs and expenses and actual pass through costs shall be excluded for purposes of calculating the Revenue Share. Payment shall be due on or before the 15th day of each month following the month in which such revenues are collected.

VI. TOWER SPACE CONSIDERATION

Lessor shall have the right to collocate wireless communications equipment at Lessee's communication facilities on the Leased Premises solely for Lessor's own use if space is available and subject to the provisions of this Section. Lessor's written request to collocate shall be submitted to Lessee along with the information usually required by Lessee (the "Collocation Request"). Lessee, in its sole discretion, shall determine the availability of space at the communication facilities and send Lessor written notice regarding such availability. If Lessor exercises its right to collocate pursuant to this Section, Lessor shall execute and deliver to Lessee the Tower License Agreement template in use at that time. Lessor and Lessee agree to expeditiously execute said Tower License Agreement in the form presented. Lessee agrees that Lessor shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement. Lessor shall pay all costs and expenses associated with the Lessor's collocation, which includes, but is not limited to, the installation, operation, maintenance, and removal associated with its wireless communications equipment at Lessee's communication facilities, and any necessary modifications to Lessee's tower to accommodate Lessor's equipment.

VII. STANDARD TERMS & CONDITIONS

A. Attorney Fees. BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LESSOR REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LESSEE SPECIFICALLY AGREES THAT IF LESSEE 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, LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.

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

LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. Third Party Beneficiary. Lessor'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.

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

D. Indemnity. LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE LEASED PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES WITH RESPECT TO SUCH INDEMNIFIED CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES.

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ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSOR, LESSOR'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LESSEE OR LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

E. Notice of Alleged Breach; Statutory Prerequisites. As a conditions precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of the 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee 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 Lessor from any liability whatsoever. Lessor is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. Lessor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

F. Independent Contractor. It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Lessor; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply

as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the Lessor. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Lessor does not have the power to direct the order in which the work is done. Lessor shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work. Lessee is entirely free to do the work in its own way.

G. Governing Law & 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.

H. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR, LESSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LESSOR'S NEGLIGENCE.

I. Assignment. Lessee shall have the right to assign all or any part of this Agreement or any interest, right or privilege herein to any parent, subsidiary or other affiliate of Lessee upon notice to Lessor, without Lessor's consent. Lessee shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein to any other party without the prior written consent of Lessor. The issue of whether or not to grant consent to an assignment is in the sole discretion of Lessor.

J. Insurance. Lessee 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 meeting the indemnification obligations herein):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence

-General Aggregate: \$2,000,000.00

-Products – COMP/OP AGG: \$2,000,000.00

Business Automobile Liability: \$1,000,000.00 combined single limit –
Personal Injury and Property Damage

Umbrella Liability: \$3,000,000.00 per occurrence, aggregate

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

The Commercial General Liability insurance shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. The Commercial General Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Business Automobile Liability insurance provided by Lessee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, 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 Agreement. The Business Automobile Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Workers' Compensation coverage provided by Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Agreement. The Workers' Compensation insurance shall waive all rights of subrogation against Lessor.

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

Lessee 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 Lessor and policies that name Lessor as an additional insured on a claims occurred basis (except workers' compensation).

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

Site Name: GREENTREE

8

PAKET Press Unit #: 839731

22.46

August 12, 2025

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

K. Notice. All notices must be given in writing by certified mail return receipt requested addressed as shown:

If to *Lessor*:

Utilities Director
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

If to *Lessee*:

Lubbock MPL Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With copy to:
CCATT LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties governing the matters addressed herein. This Agreement shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The terms and conditions of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties named herein.

M. Lessor's Cooperation. If requested by Lessee, Lessor will execute, in Lessor's proprietary capacity as the owner of the City Property, and at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises permitted by this Agreement.

APPROVED AS TO CONTENT AND
COMPLETENESS:

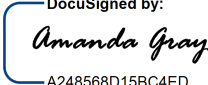
Carl Craigo, P.E., Utility Director

APPROVED ONLY AS TO FORM:

Nicholas Toulet-Crump, Interim City Attorney

LESSEE:
LUBBOCK MPL TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

DocuSigned by:

A248568D15BC4ED...
Name: _____
Manager Real Estate
Title: _____
7/23/2025 | 2:18:54 PM CDT

Certificate Of Completion

Envelope Id: 0F6AE770-20A9-417D-9062-AD868087DA54

Status: Completed

Subject: Complete with Docusign: 839731_381263_1.pdf

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 1

Initials: 0

Amanda Gray

AutoNav: Disabled

2000 Corporate Drive

Envelopeld Stamping: Disabled

Canonsburg, PA 15317

Time Zone: (UTC-06:00) Central Time (US & Canada)

Amanda.Gray@crowncastle.com

IP Address: 50.220.166.44

Record Tracking

Status: Original

Holder: Amanda Gray

Location: DocuSign

7/23/2025 2:17:45 PM

Amanda.Gray@crowncastle.com

Signer Events

Amanda Gray

Amanda.Gray@crowncastle.com

Manager Real Estate

Global Signal Acquisitions IV LLC, A Delaware

Limited Liability Company

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature

DocuSigned by:
Amanda Gray
A248568D15BC4ED...

Signature Adoption: Pre-selected Style

Using IP Address: 50.220.166.44

Timestamp

Sent: 7/23/2025 2:17:55 PM

Viewed: 7/23/2025 2:17:59 PM

Signed: 7/23/2025 2:18:54 PM

Freeform Signing

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/23/2025 2:17:55 PM

Certified Delivered

Security Checked

7/23/2025 2:17:59 PM

Signing Complete

Security Checked

7/23/2025 2:18:54 PM

Completed

Security Checked

7/23/2025 2:18:54 PM

Payment Events

Status

Timestamps

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

August 12, 2025



City Council Meeting

Item Number: 23
Meeting Date: July 22, 2025, August 12, 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:

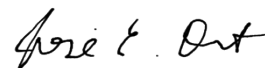
Application

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

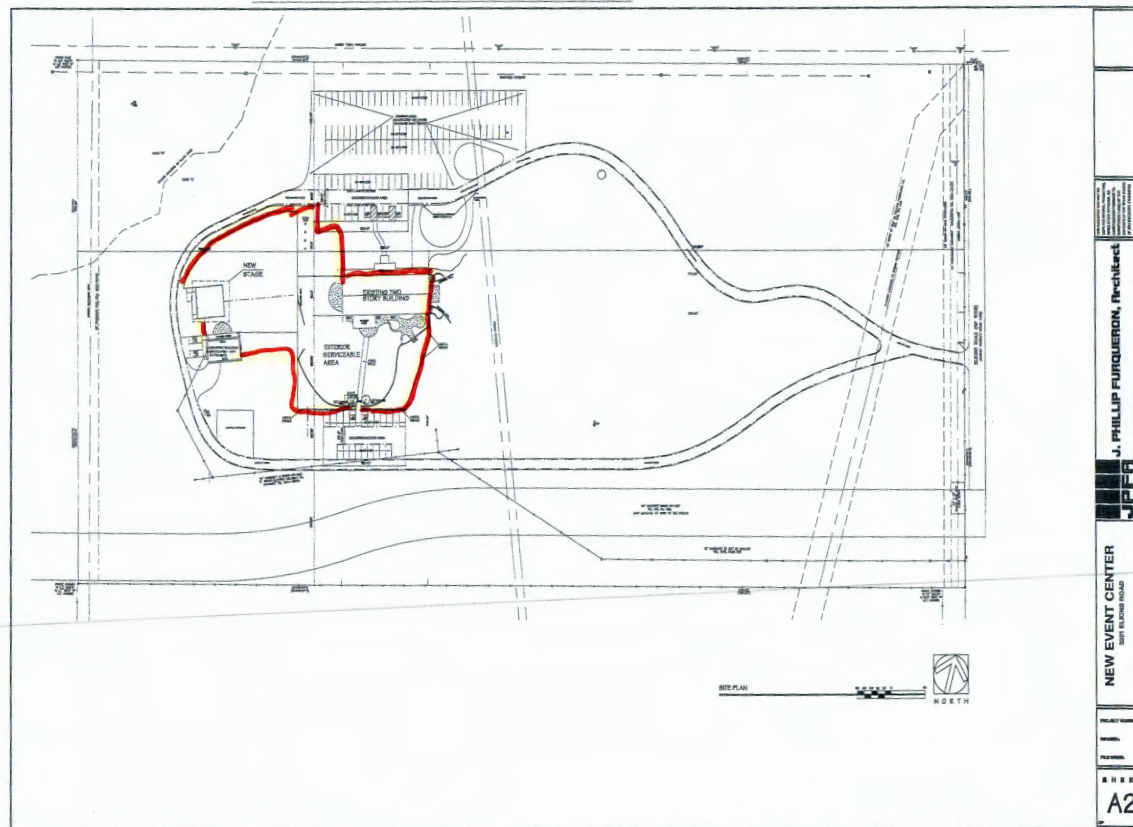
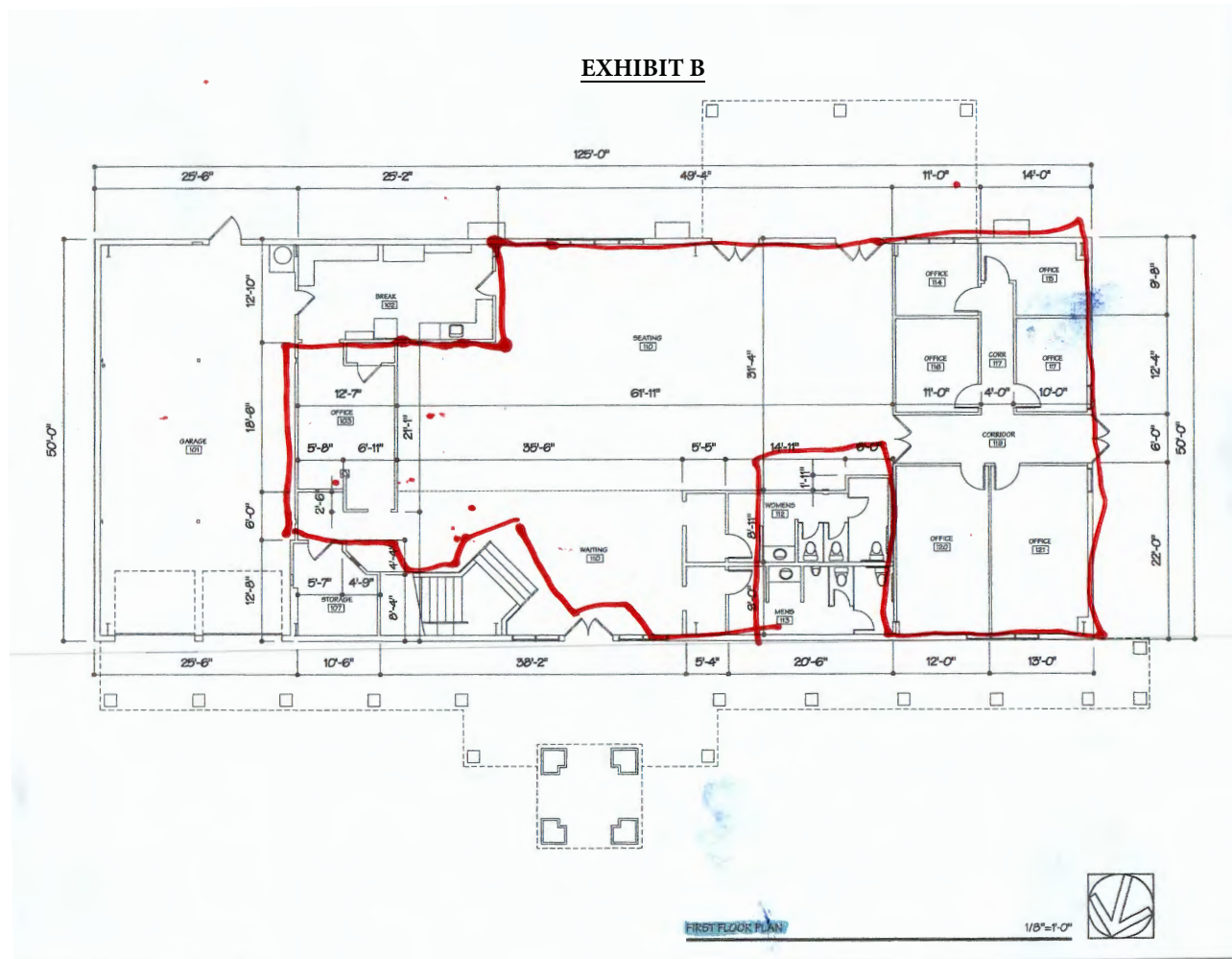
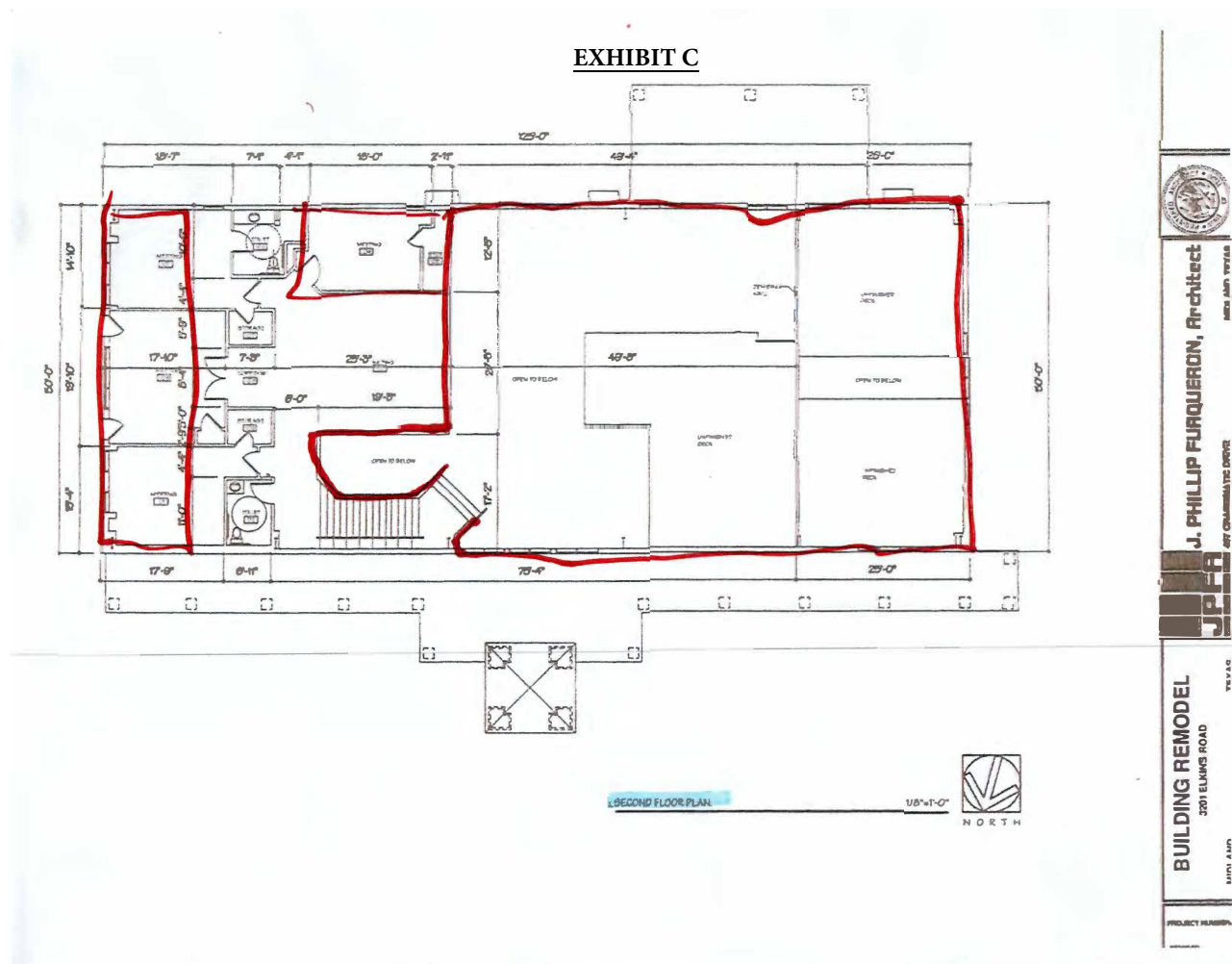


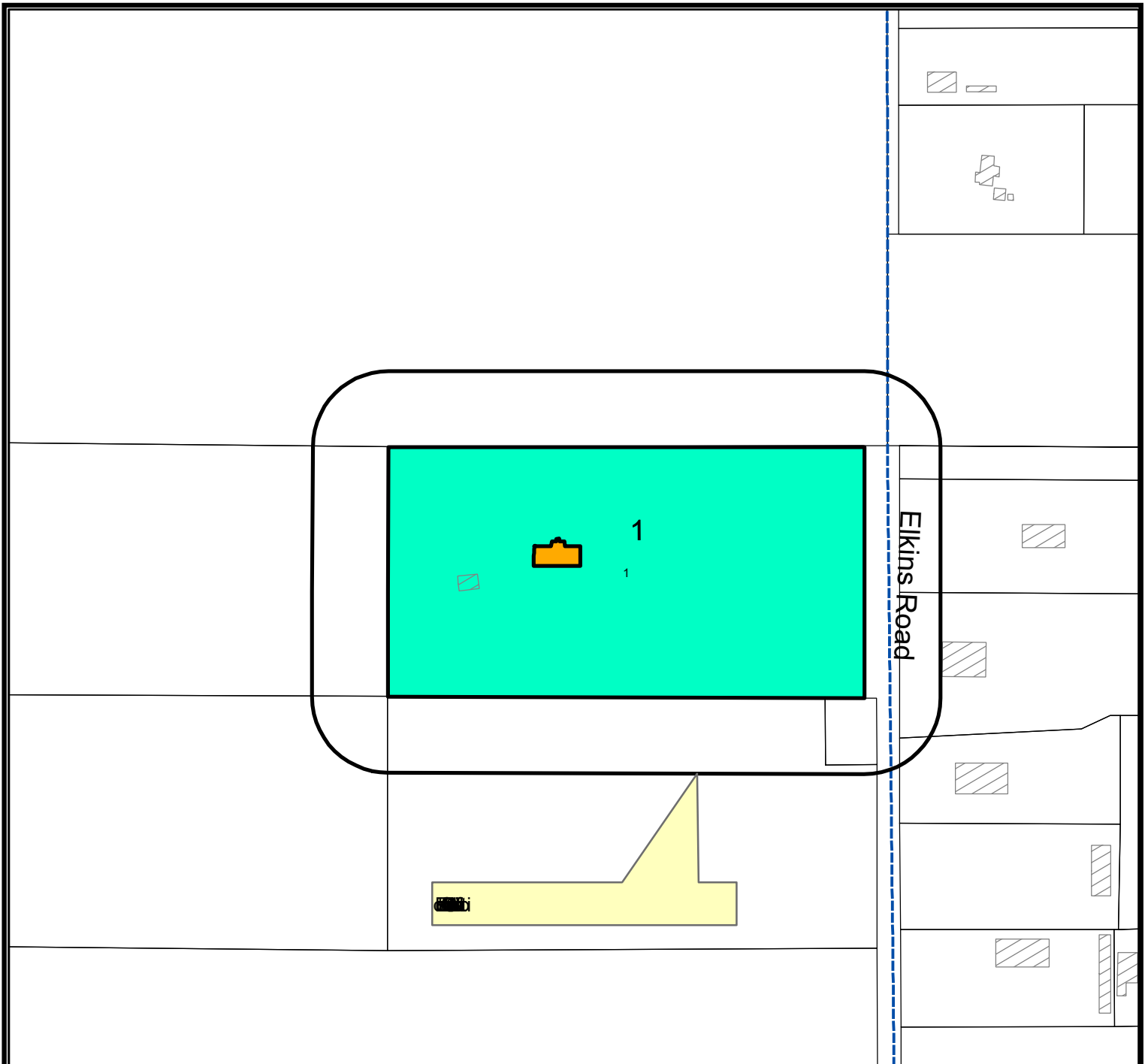
EXHIBIT B





[illegible]





LOCATION MAP

SUD-25-0198

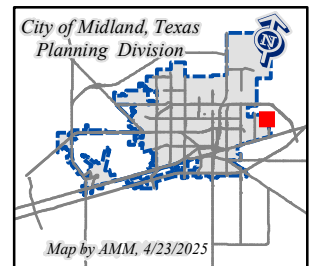
Scale: 1" = 200'

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 23.15)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

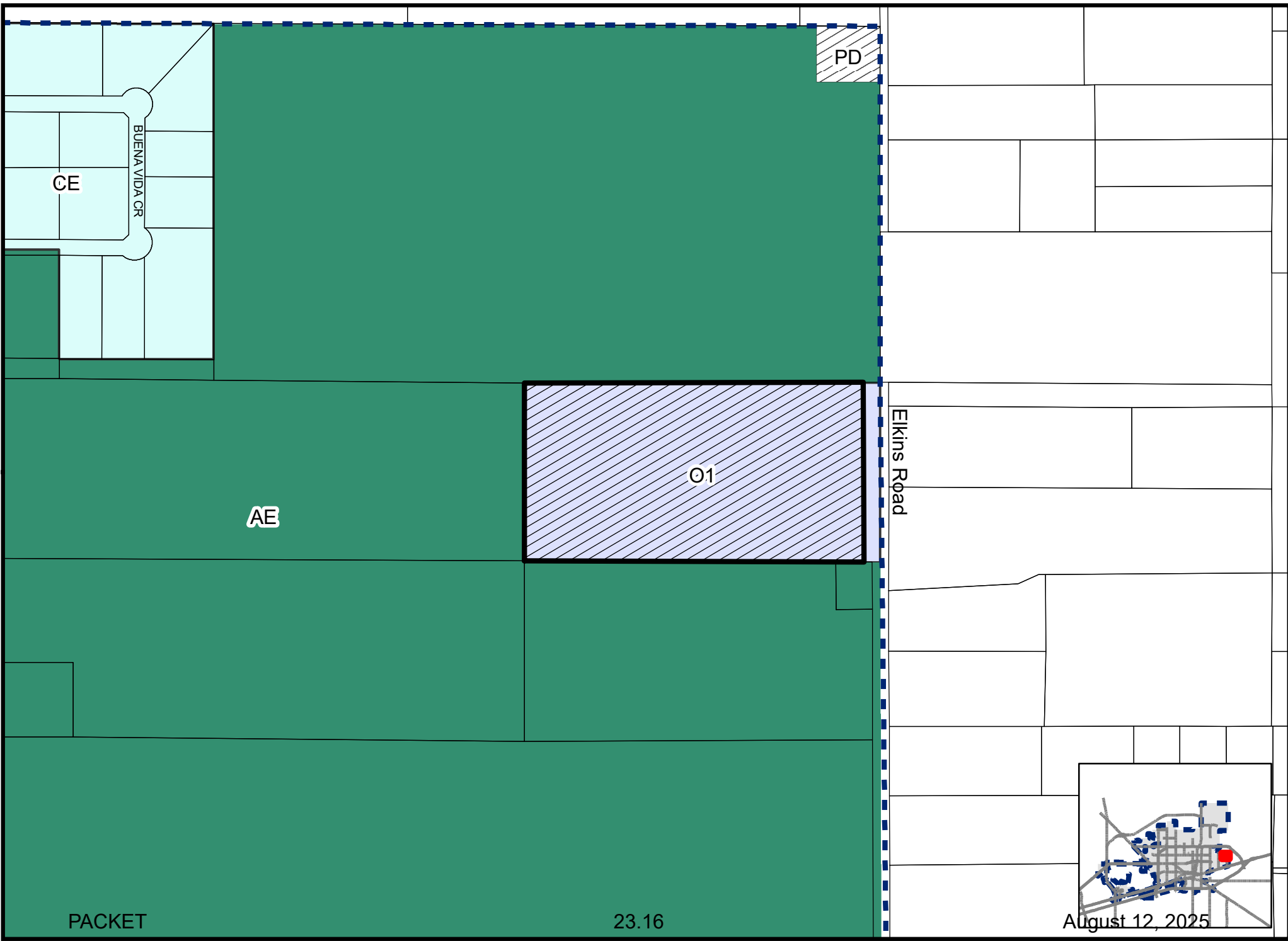


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A LICENSED SURVEYOR TO OBTAIN ADDITIONAL INFORMATION TO SUPPORT ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

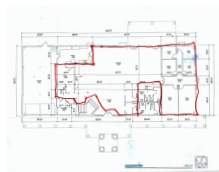
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

August 12, 2025





















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:** 3001 Elkins Road (District 2)



SUD DETAILS

- Square Footage of SUD: 62,234 sq. feet
- Alcohol Serviceable Area: 57,240 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.



McLennan

CONTINUED FLOOR PLAN



4



CONTINUED FLOOR PLAN



5



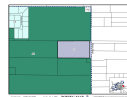
**DISTANCE VERIFICATION FOR
SENSITIVE USES**

Section 6-4.4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



ZONING

- Current Zoning: O1, Office District
- Surrounding Zoning: AE, Agricultural Estates.



LAND USE

- **Current Use of the Property:**
• **A Venue:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:** A Venue
- **Surrounding Uses:**
 - North, East, and South are vacant land.
 - West: Residential





On Elkins Road, Looking West



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 67,548 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.



STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Thursday from 10 a.m. to 12 a.m. Friday and Saturday from 10 a.m. to 2 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.



STAFF RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

13







City Council Meeting

Item Number: 24
Meeting Date: July 22, 2025, August 12, 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

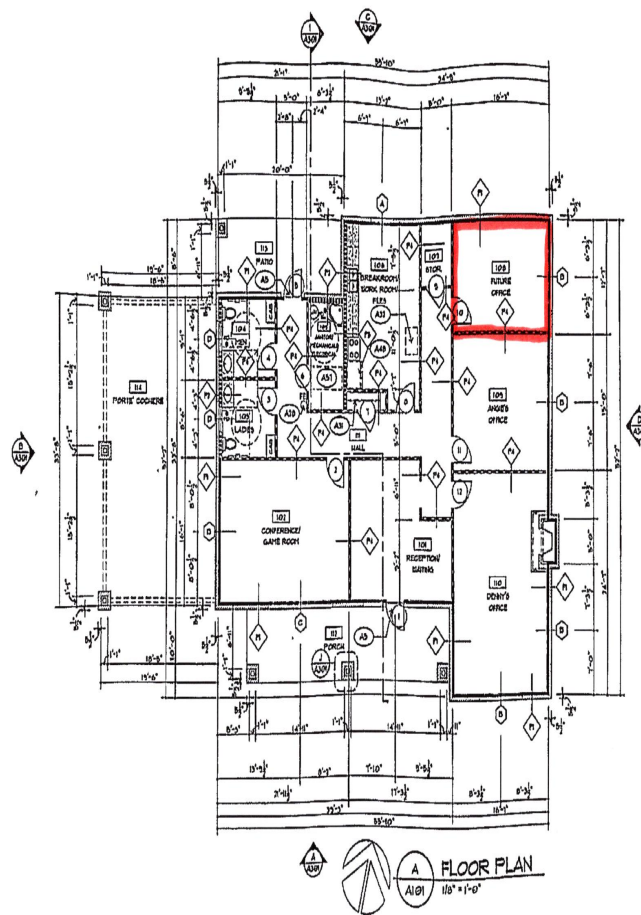
APPROVED AS TO CONTENT
AND COMPLETENESS:

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: Tyler Pace Snelson		Phone (432) 296-1932 Email tyler@goodhombre.us	
Address 1510 West Texas Avenue	City Midland	State TX	Zip 79701

Property Owner Printed Name: James Dennis Snelson		Phone (432) 556-5590 Email	
Address 104 South G Street	City Midland	State TX	Zip 79701

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () Email	
Address	City	State	Zip

Street Address: **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:	<i>Men</i>	Toilets/Urinals:	1 / 0	Bathroom Sinks:	1
	<i>Women</i>	Toilets:	1	Bathroom Sinks:	1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen
 - 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.

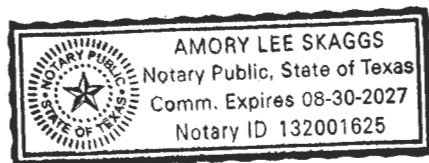
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

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.



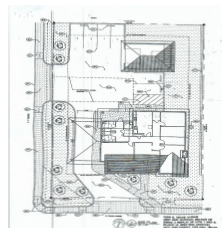
[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

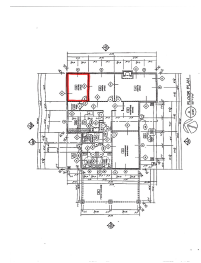
FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # _____	☐ Plans in Digital Format (PDF/JPEG)
Received By: <u>ALIXIS</u>	Date: _____

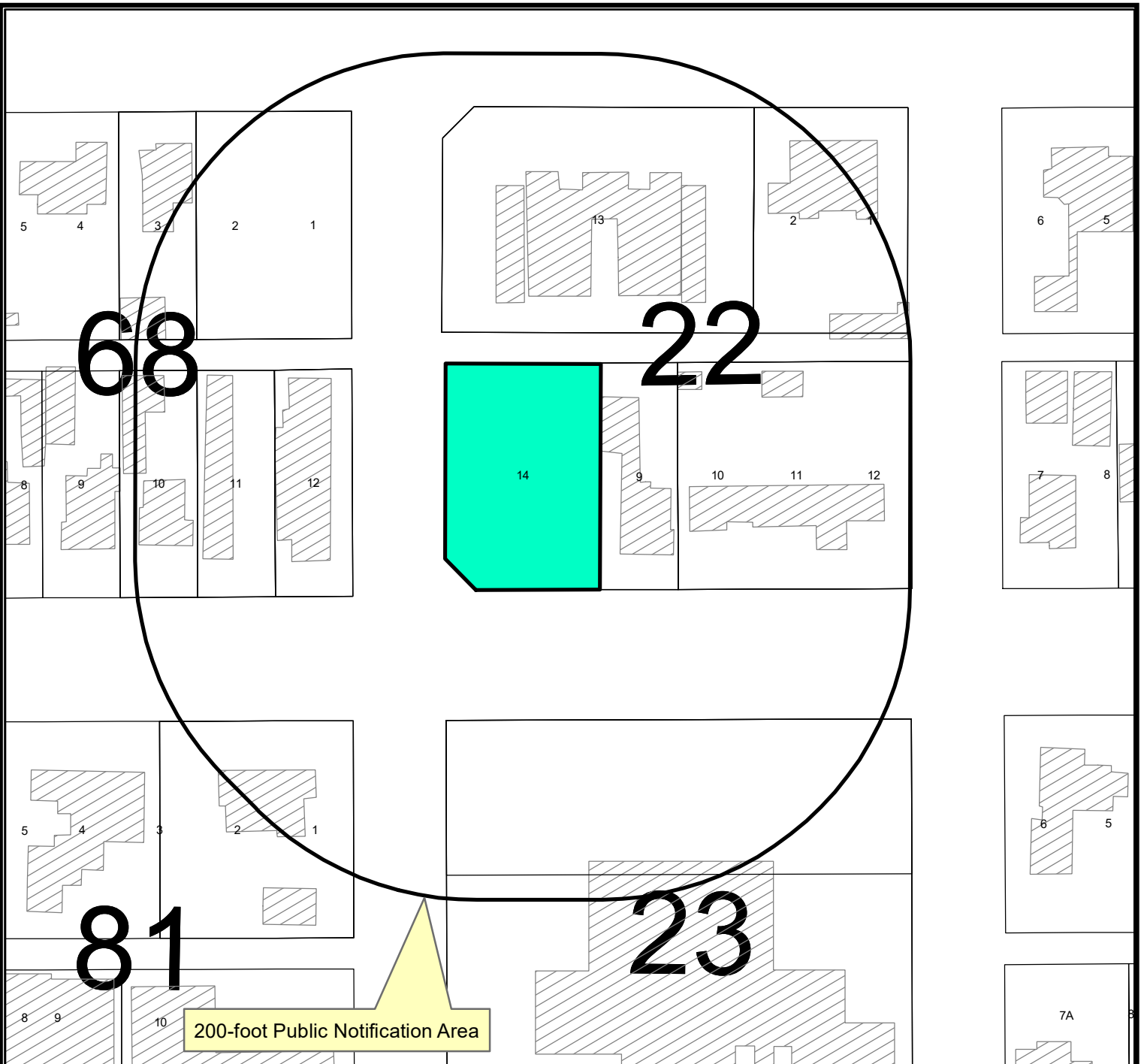
RECEIVED
MAY 25 2025

BY:

PACKET **Application will not be considered for scheduling until reviewed by a planner** August 12, 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. 24.15
 (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

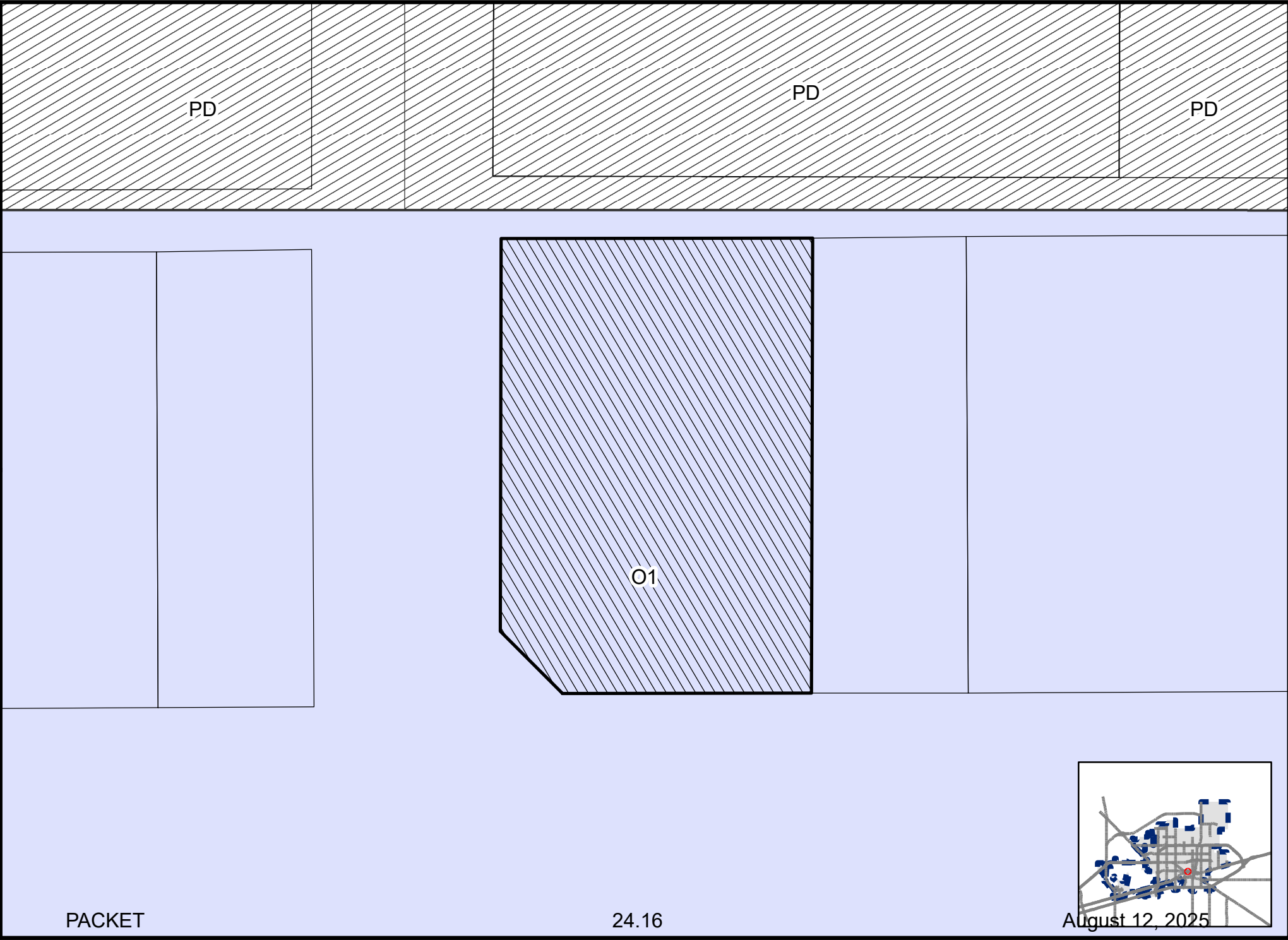


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR FOR A PROFESSIONAL ENGINEER'S OR ARCHITECT'S PLANS. TO BE USED FOR ANY OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

August 12, 2025











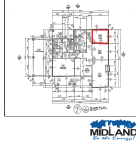
APPLICATION SUMMARY

- **Applicant:** Tyler Pace Shelson
- **Property Owner:** James Dennis Shelson
- **Location:** 1510 West Texas Avenue (Council District 3)
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

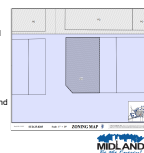
- Existing building, new business
- Area of Business: 2,351 SF
- Serviceable Area: 208 SF
- Hours of Operation/Sales of Alcohol: Monday to Sunday 10 a.m. to 12 a.m.



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.



4

LAND USE

- Current Use: Office Space
- Surrounding Uses:
 - North and West: Office Spaces
 - South: Fire Station
 - East: Barber or Beauty Shop



5



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."



PROHIBITED PLACES OF BUSINESS

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



STAFF'S RECOMMENDATION

- No objections were received.
- 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.



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.



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.



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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







City Council Meeting

Item Number: 25
Meeting Date: July 22, 2025, August 12, 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 A, GREENWOOD ADDITION, IN TOWN 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C-1 COMMERCIAL DISTRICT TO S-2 SINGLE-FAMILY DWELLING DISTRICT, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF FORT WALK STREET AND E. TEXAS AVENUE, CONTAINING A UNLATIVE CLAIMED INTEREST, A. SAYING THE NECESSITY OF THE CITY OF MIDLAND, TEXAS, IS AS FOLLOWS:

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 rezoning Lot 12, Block A, Greenwood Addition, Section 2, City and County of Midland, Texas (the "Property") to S-2 Single Family Dwelling District, as set out herein;

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-1 Commercial District to S-2 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 these 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 this ordinance 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 proposed, read in full and adopted as
here 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 _____, at 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

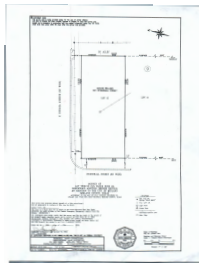
APPROVED AS TO CONTENT
AND COMPLETENESS:

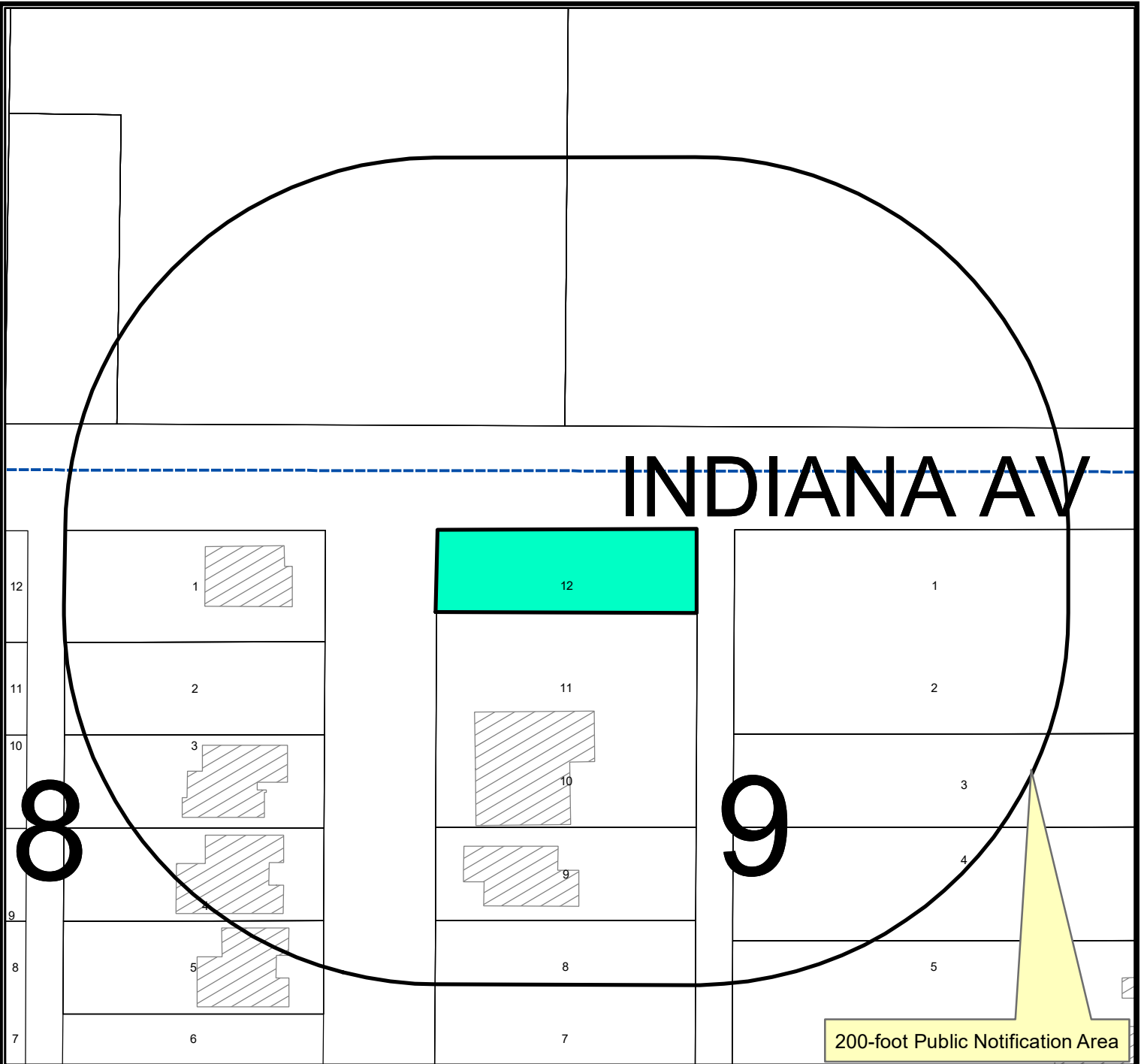
Elizabeth Briggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Truitt, Secretary of City Attorney

[illegible]





Location Map

Z-25-0431

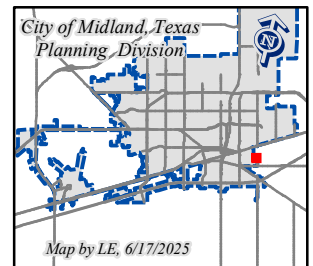
Scale: 1" = 931'

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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August 12, 2025

INDIANA AV

RR

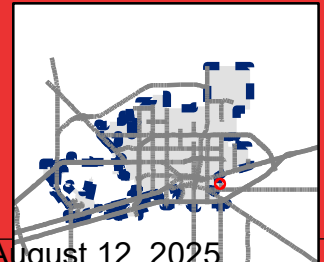
C

SF3

SF3

PACKET

25.11



August 12, 2025



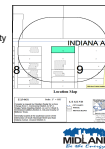






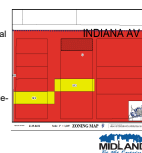
APPLICATION SUMMARY

- **Applicant/Property Owner/Representative:** Obsidian Realty
- **Location:** 301 South Stonewall Street (District 2)
- **Reason for Request:** to construct a residence



ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
 - North: ETJ
 - South/West/East: C, Commercial District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



3

LAND USE

- **Current Use:** Vacant Lot
- **Surrounding Uses:**
 - **North:** Vacant Lot
 - **SouthWest:** Residential
 - **East:** Residential and vacant lot
- **Proposed Use:** Residential



4

MIDLAND



On South Stonewall Street, Looking East

5

STONY BROOK
MIDLAND
INCORPORATED 1954

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.







City Council Meeting

Item Number: 26
Meeting Date: July 22, 2025, August 12, 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

[illegible]

SECTION ONE. That a special exception is hereby granted for the property described as the east 1/2 East of Lot 6 and the west 7/8 East of Lot 6, Block 1, Township 43N, Range 12E 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 1.00 feet.

B. That the minimum rear yard setback shall be 0.25 feet.

SECTION THREE. The provisions of this ordinance are to be consistent with all other ordinances or parts of ordinances governing or regulating the same subject matter as this ordinance, 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 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 3-5-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars (\$200.00).

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 as follows on the _____ day of _____, A.D. 2025, at a special council meeting 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.

Leo Martin Wong, Mayor

ATTEST:

Marie Brinkley-Garrison, City Secretary

APPROVED AS TO CONTENT
AND COUNCIL TENURE:

Elizabeth Triggs, Planning and Development Officer

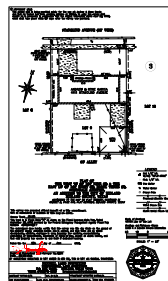
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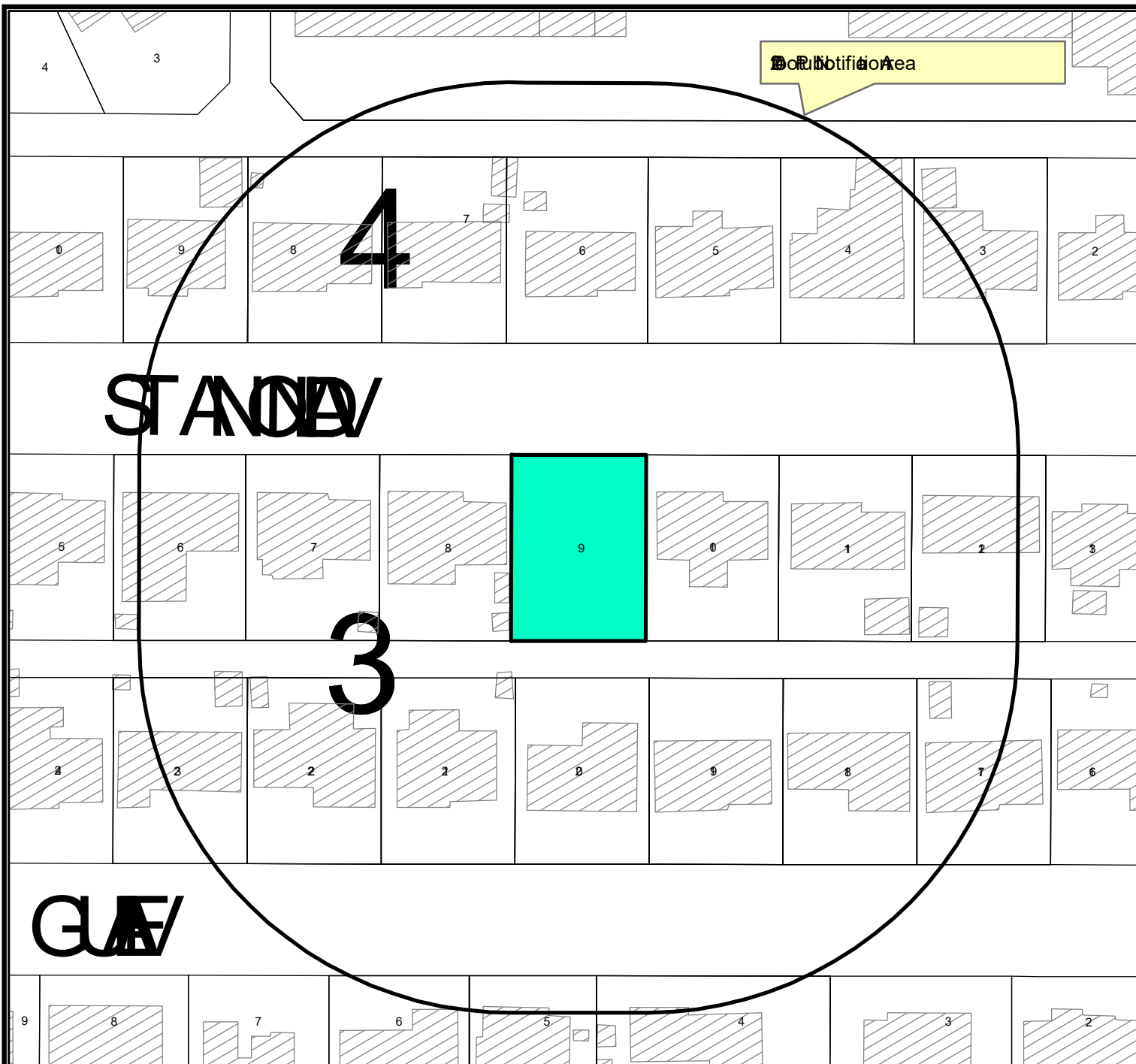
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APPROVED ONLY AS TO FORM

Kathleen T. Smith, Secretary City Attorney

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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)

26.11

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

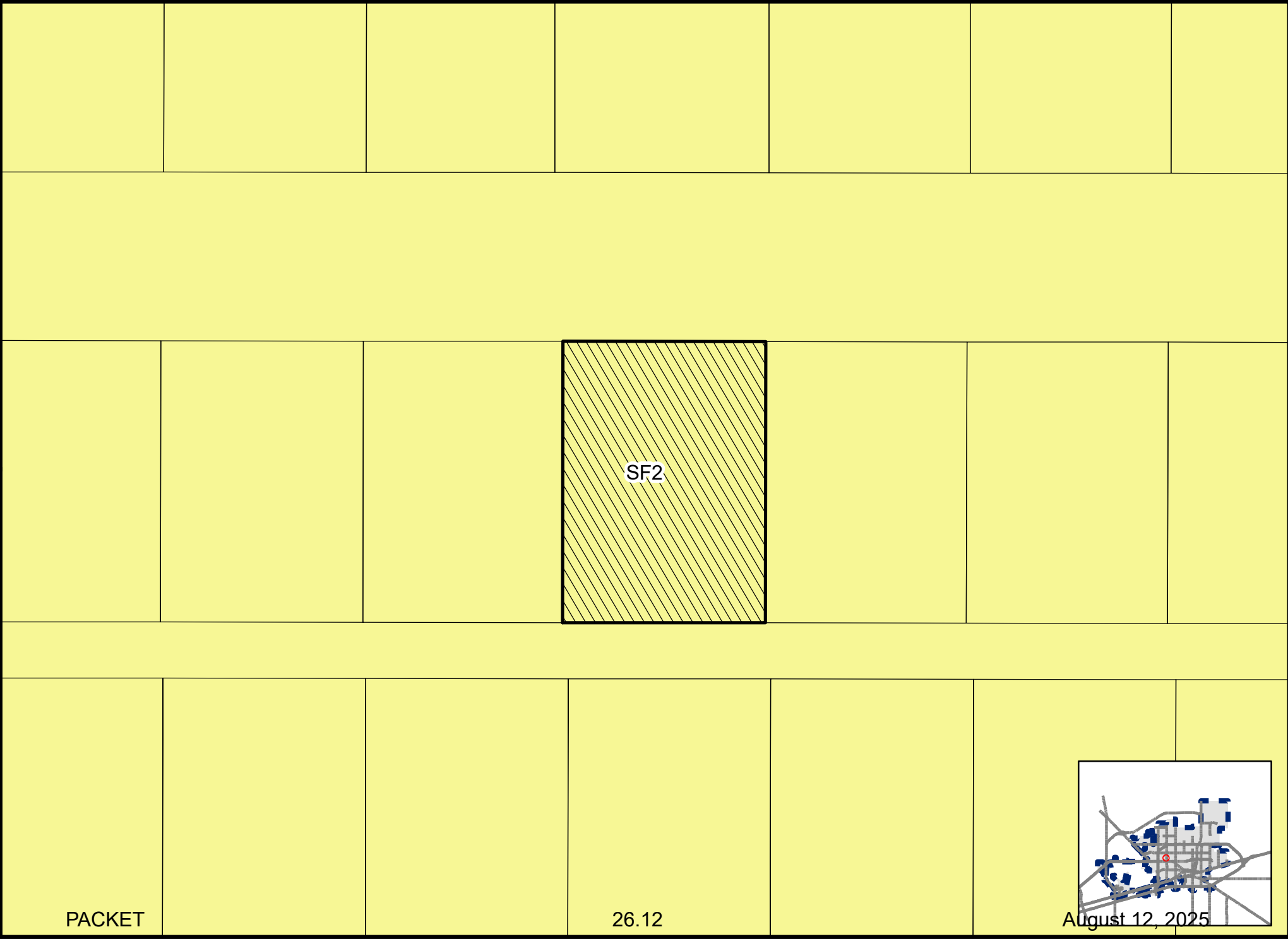


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August 12, 2025



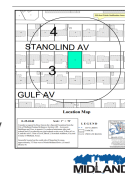






APPLICATION SUMMARY

- **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



2



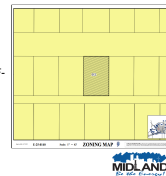
DETAILS OF REQUEST

- **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-Accesory Buildings and Uses.
- **Variance Requested:** 1.92 feet for the east side yard setback and 0.23 feet for the rear yard setback.



ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
 - **North/South/East/West:** SF-2, Single-Family Dwelling District



LAND USE

- **Current Use:** Single-Family Dwelling
- **Surrounding Uses:**
 - **North/South/East/West:** Single-Family Housing



MIDLAND
PLANNING DEPARTMENT



On Stanolind Avenue, Looking South

6



STAFF'S RECOMMENDATION

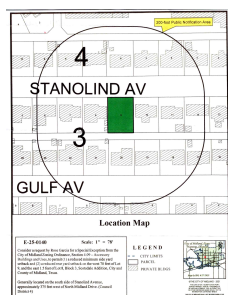
- One objection was received.
- Staff recommends approval of this request with the following conditions:
 - A. That the minimum side yard setback on the east side of the Property shall be 1.92 feet.
 - B. That the minimum rear yard setback shall be 0.23 feet.
 - C. That the reduced minimum side yard 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





[illegible]





City Council Meeting

Item Number: 27
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Alexis M. Martinez, Associate Planner
Subject: REVIEW ORDINANCE NO. 10619, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE SPECIFIC USE DESIGNATION WITH TERM OR TO REPEAL ORDINANCE NO. 10619 (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

This is to review Ordinance 10619, which allowed a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended City Council Action:

Directional/Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Analysis:

Per Condition I of Ordinance 10619, City Council is to review this SUD within 60 days of its approval. In Conducting the review In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.

Per Condition D, the operator of the Establishment shall provide a minimum of two security guards who are Level II certified, as required by the State of Texas for a security officer commission or for a license as a noncommissioned security officer, on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day. Staff has received documentation showing that this condition has been satisfied.

Regarding the number of incidents reported at the business, 41 incidents were reported in 2024 and 36 incidents have been reported in 2025 thus far for a total of 77 incidents from 2024 to present. The incidents for other nearby bars can be seen compared below. The ordinance was approved on June 10, 2025. Five incidents were reported in June. Four incidents were reported in July.

	2024	2025 (Through July)	Total
Double Bar	34	40	74
Hot Shots	41	36	77
The Bar	53	14	67
Total	128	90	218

Attachments:

Application
Ordinance
Maps
PowerPoint



City Manager's Office

ORDINANCE NO. 10619

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the east 50 feet of Lots 10 through 12, Block 61, Original Town 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 lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

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

- A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Saturday from 6:00 p.m. to 1:45 a.m. of the following day.
- D. That the operator of the Establishment shall provide a minimum of two security guards who are Level II certified, as required by the State of Texas for a security officer commission or for a license as a noncommissioned security officer, on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day.
- E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- G. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- H. That in accordance with Section 11-1-0.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.
- I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within 66 days. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.
- J. That in addition to the review specified in Subsection I, the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances,

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 22nd day of April, A.D., 2025; and passed to second reading on motion of Council member Norman, seconded by Council member Ladd, by the following vote:

Council members voting "AYE": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Stubbs, on the 10th day of June, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE": Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman

Council members voting "ABSTAIN": Poole

Council members voting "NAY": None

3
S:\Information\Planning\Specs\Civ\Ordinances\2025\MSD-25-0109-1st-Read_Midland.docx

PASSED AND APPROVED THIS 10th day of June, A.D., 2025.


Lori Merritt Blum, Mayor

ATTEST:


Marcia Bentley-Gordon, City Secretary

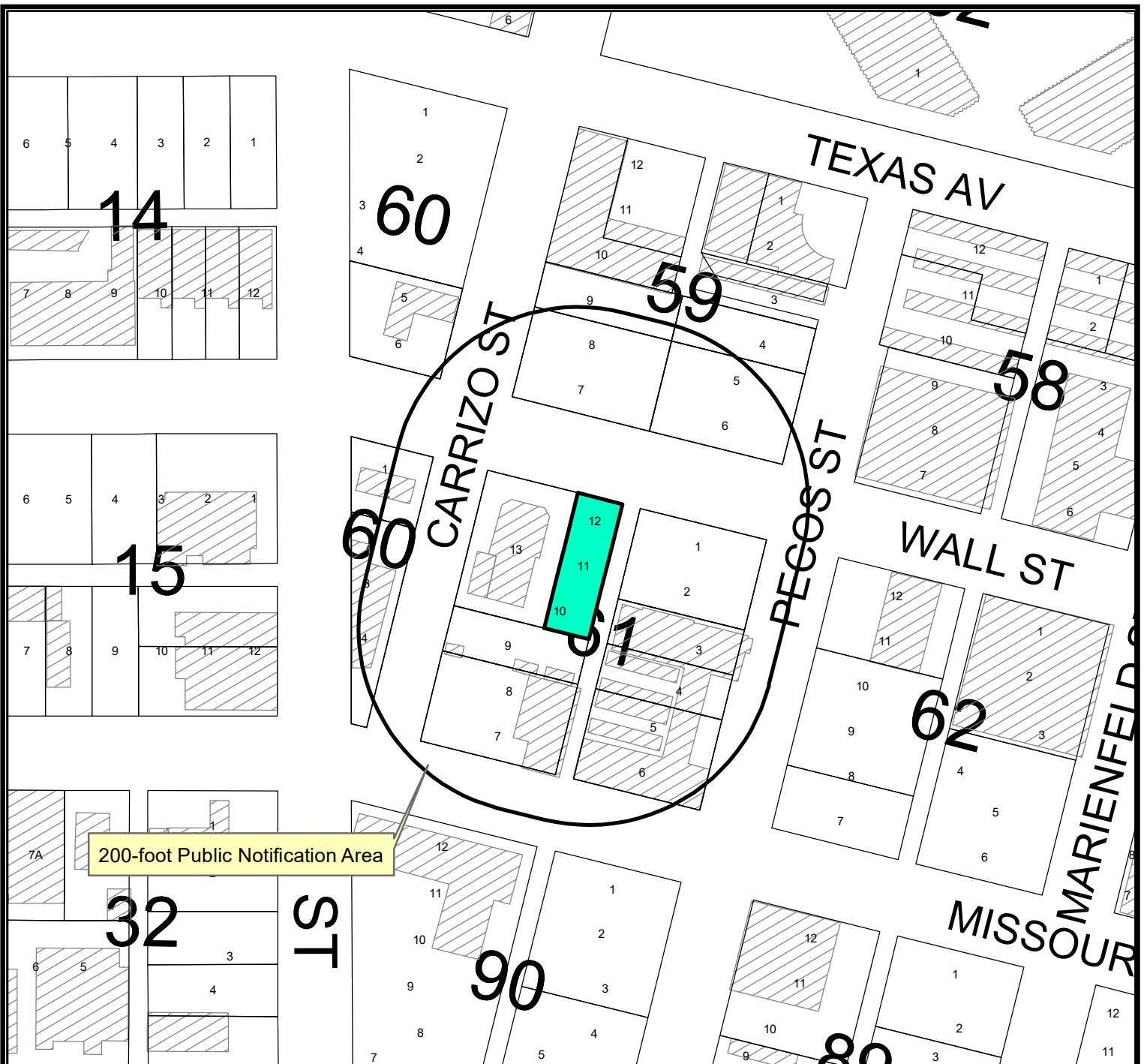
APPROVED AS TO CONTENT
AND COMPLETENESS:


Elizabeth Trigg, Planning and Development Officer

APPROVED ONLY AS TO FORM:


Nicholas Toulet, Interim City Attorney

4
C:\Documents\Planning\Specific Use Designations\2025\SLD-20190101\Doc\State - Attached\Title Box\2025\SLD-2025-2.docx



Location Map

SUD-25-0195

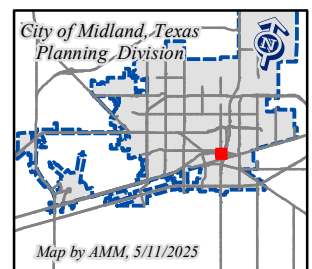
Scale: 1" = 861'

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a lounge on the east 50 feet of Lots 10 through and 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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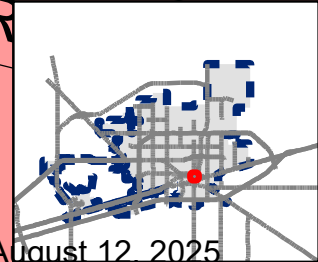
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A PROFESSIONAL SURVEYOR FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

August 12, 2025

27.9

PACKET









SPECIFIC USE DESIGNATION HOT SHOTS

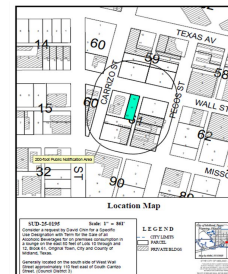


Visit Our Website

MIDLANDTEXAS.GOV

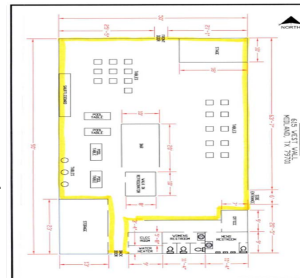
APPLICATION SUMMARY

- **Property owner & applicant:** David Chin
- **Zone Change Request:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Current Use:** A Lounge (Hot Shots)
- **Address:** 615 West Wall Street (District 3)



DETAILS OF REQUEST

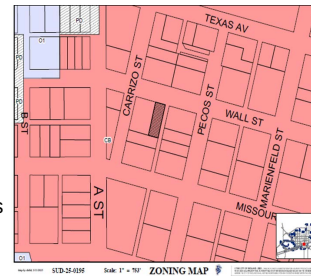
- For Existing Bar
- **Area of Business:** 4,200 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation and Alcohol Sales:** Tuesday through Saturday from 6 p.m. to 1:45 a.m.
 - Proposed days and hours of alcohol sales and consumption match hours of operation



3

ZONING

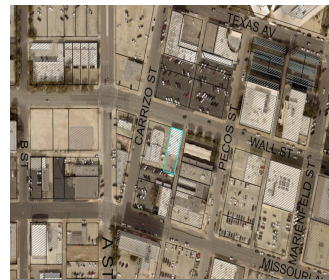
- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
 - **North, South , East and West:** CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



5

LAND USE

- **Current Use:** A Lounge
- **Surrounding Uses:**
 - **North:** Commercial Building
 - **South:** The Bar
 - **East:** BTA Oil Building
 - **West:** Double Bar Saloon



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."

9



PROHIBITED PLACES OF BUSINESS

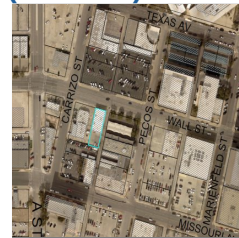
There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business*.

10



BALANCING IMPACT & COMPATIBILITY THROUGH SUDS (11-1-9.07)

- An SUD allows **case-by-case** review of certain land uses that may have greater impacts than typical uses in a zoning district
- It ensures these uses are only approved where appropriate, based on location and context
- **Council can require conditions** (e.g., screening, hours of operation) to reduce impacts on surrounding properties



12

KEY CONSIDERATIONS FOR SUDS

- To protect public safety and surrounding properties, City council may evaluate:
 - Pedestrian and traffic safety
 - Access and circulation
 - Drainage and fire protection
 - Adequate parking and loading
 - Noise, lighting and visual impacts
 - Building height and compatibility with surroundings
- Council may also set conditions- such as time limits or screening- to reduce impacts on nearby properties and safeguard the public.

13



OTHER CONSIDERATIONS

Incident Report Summary

	2024	2025 (Through July)	Total
Double Bar	34	40	74
Hot Shots	41	36	77
The Bar	53	14	67
Total	128	90	218

Notes: Report removes "Patrol By" and blank incident reports; duplicates may exist; The Bar's elevated 2024 incident volume is due to repeat alarm / panic calls; incidents may include reports reported by property/business owners.







City Council Meeting

Item Number: 28
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Alexis M. Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

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

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Retail Regional District

Surrounding Zoning and Land Use:

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

Analysis:

The property is located at 1708 Rankin Highway and is currently zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar is 3,870 square feet and the proposed alcohol serviceable area is 3,361 square feet. The Detour Bar does not have an existing SUD but has been in business.

The proposed hours of operation:

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

The proposed hours of alcohol service:

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

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

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

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." The Detour Bar is a destination where Midland residents will gather and socialize. This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

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

Transportation: (Approved)

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

Building Code: (Approved)

The SUD for The Detour is acceptable. The property must adhere to the maximum occupant load of 258 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 3,361 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Sunday from 11:00 a.m. to 2 a.m.**
- D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- E. That the establishment shall meet all requirements of the Fire Department and Code Administration**
- F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.**

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

Letters of Objection:

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

Attachments:

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

For E. Out

City Manager's Office

ORDINANCE NO. 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

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

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

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

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

- A. That the serviceable area of the Establishment shall be limited to approximately 3,361 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

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

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

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

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

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 12th day of August, 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": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

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 26th day of August, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 26th day of August, A.D., 2025.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

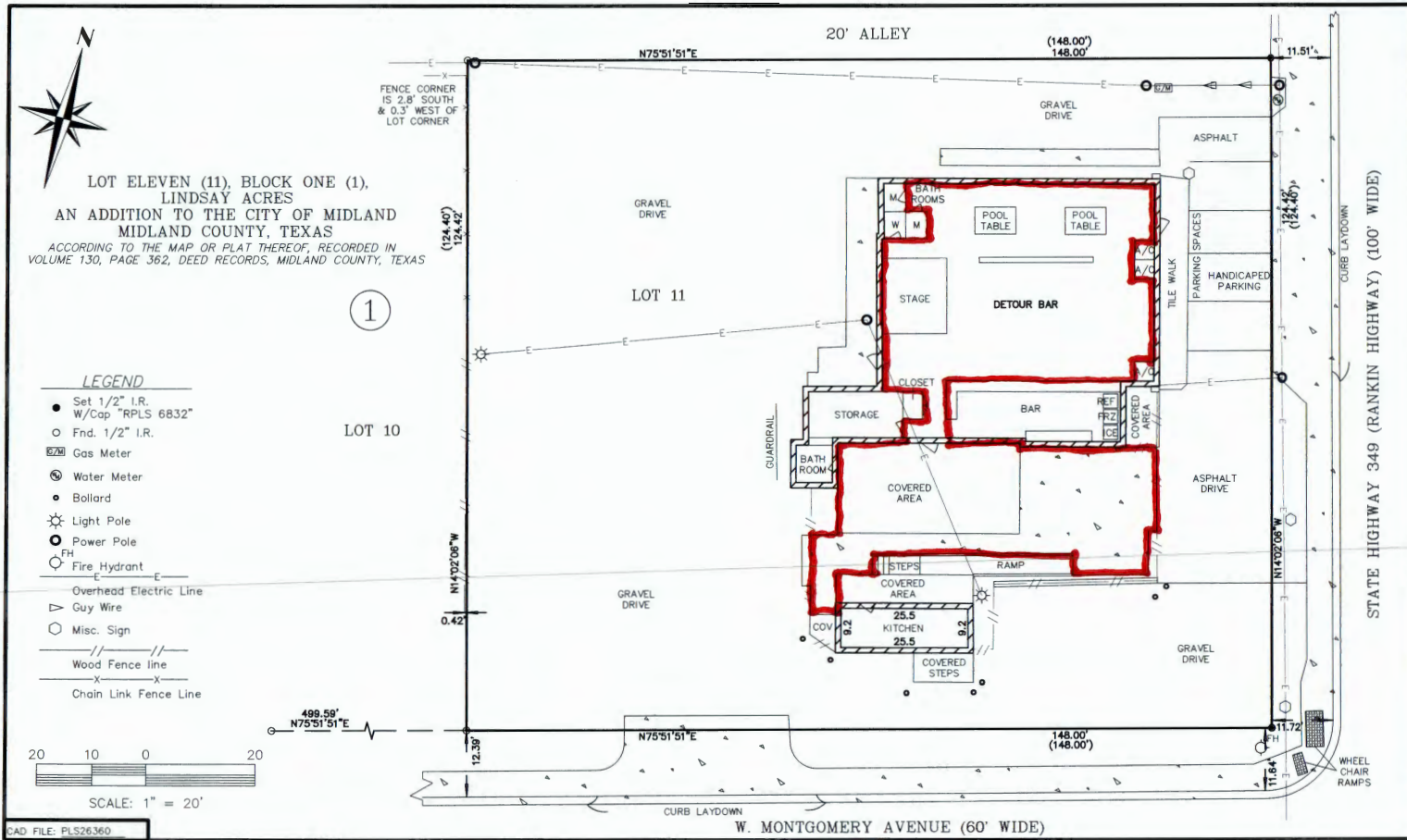
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

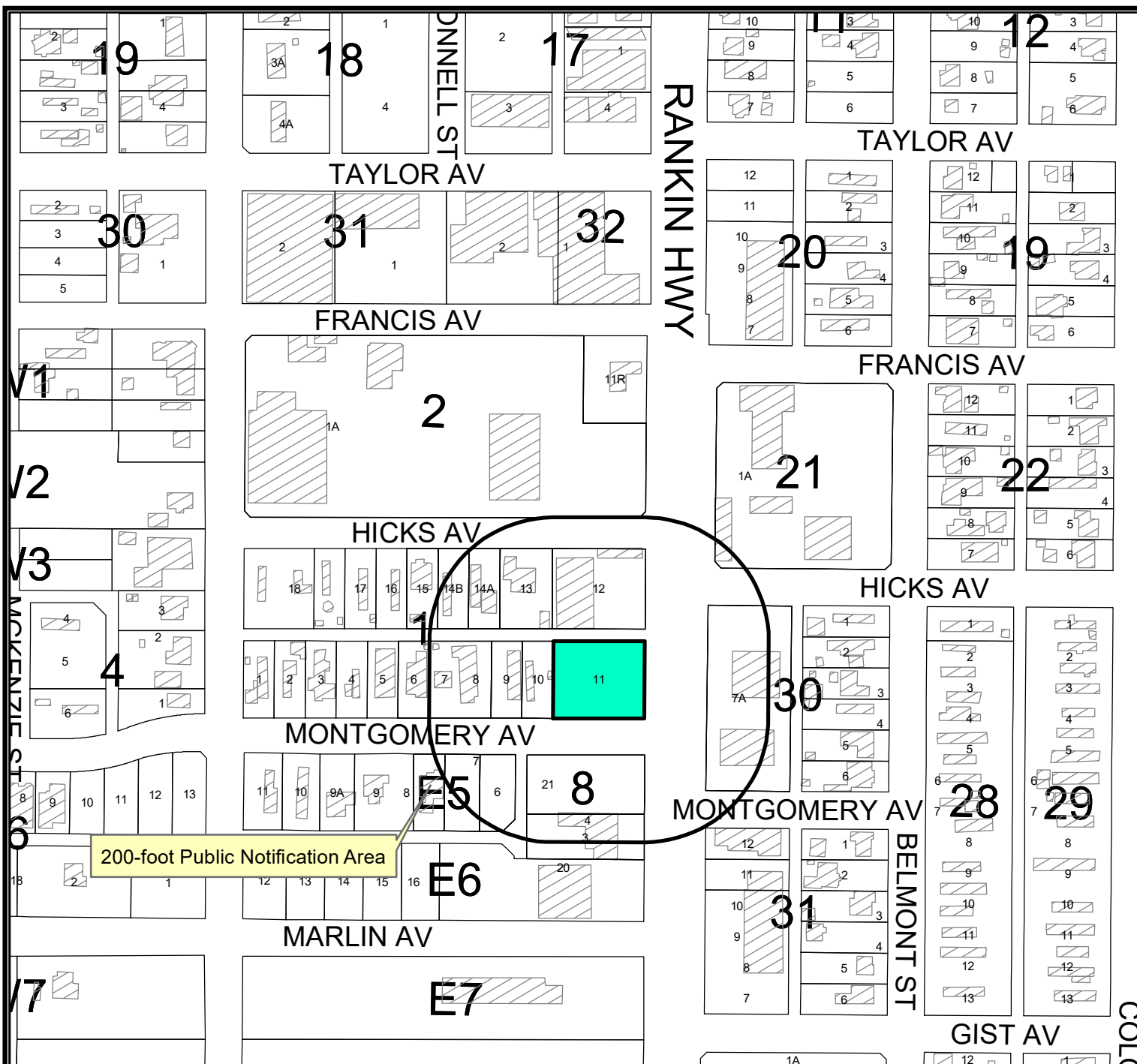
Nicholas Toulet, Interim City Attorney

EXHIBIT A









Location Map

SUD-25-0201

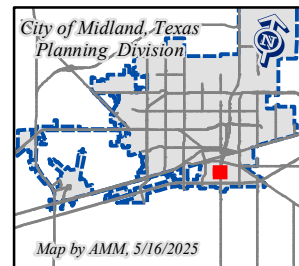
Scale: 1" = 2,792'

Consider a request by Rusell Hoffman for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 11, Block 1, Lindsay Acres, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of West Montgomery Avenue and Rankin Highway. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

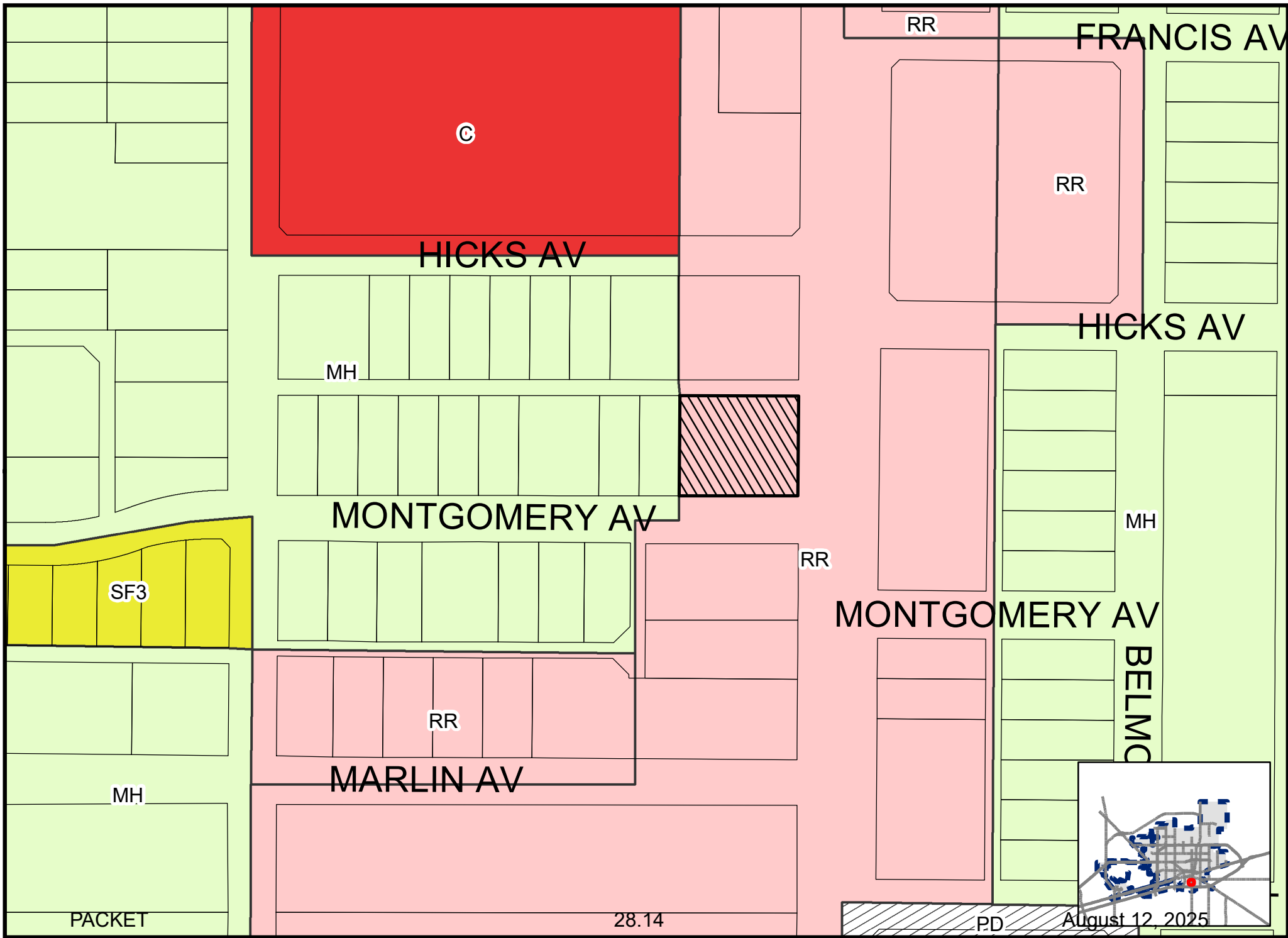


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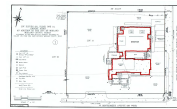
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A PROFESSIONAL SURVEYOR FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

August 12, 2025











APPLICATION SUMMARY

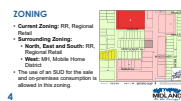
• Applicant: Ellis Smith

• Property Owner: David Hoffman

• Location: 1732 Rankin Highway

• Reason for Request: For the sale and on-premise consumption of alcohol





LAND USE

- Current Use: Bar
- Proposed use of the Property: A Bar (as currently used)
- Surrounding Uses:
 - North: B&B Candy Company
 - South: 21 Barsque
 - East: Kent Park
 - West: Mobile Homes





6

On Parker Highway, Looking West
DEVELOPMENT
HOLLYWOOD

COMPREHENSIVE PLAN

This request is compatible with the Td City Strategic Comprehensive Plan as it is consistent. Chapter 4, Character Plan, Goal 4, which is to "Encourage the development of places where history residents can gather and locate to build connections."



7

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school grounds, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by Section 244 of Prohibited Places of Business.



STAFF'S RECOMMENDATION

- One letter of objection has been received.
- The Planning & Zoning Commission recommended approval of this request on June 16, 2025.
- Staff recommends approval of the request with the following conditions:
 - A. That the recreation area of the establishment shall be limited to approximately 12,561 square feet as shown in Exhibit 10, which is attached hereto and incorporated hereby for all purposes.

10



STAFF'S RECOMMENDATION

- B. That the sale and on-premise consumption of alcoholic beverages shall conform to applicable state and local laws.
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Sunday from 11 a.m. to 2 a.m. of the following day.
- D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.



STAFF'S RECOMMENDATION

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premise consumption to ensure that the conditions of this Specific Use Designation WDH Item are satisfied.



STAFF'S RECOMMENDATION

G. That in accordance with Section 11-14.07 G.3 of the City Code, the Consideration shall be in operation within 120 days from the final adoption date of this ordinance.







City Council Meeting

Item Number: 29
Meeting Date: August 12, 2025
To: City Council / City Manager
FROM: Beatriz Quezada, Planner
SUBJECT: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Magrym Consulting, on behalf of Lori Hahn Sherman, is requesting a Zone Change for the property located at 201 Beal Parkway from PD, Planned Development District for a Housing Development, to LR, Local Retail District, for the development of a retail store and an emergency care facility.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:**Current Zoning:**

PD, Planned Development District for a Housing Development

Surrounding Zoning and Land Use:

The adjacent properties to the west and south are zoned PD, Planned Development District for a Housing Development, and currently includes an apartment complex and vacant land. The properties to the east are zoned SF-3, Single-Family Dwelling District, and consist of single-family homes as well as a church. The properties to the north are zoned LR, Local Retail District, and land use consists of retail shops and a church.

Analysis:

The subject property is currently zoned PD, Planned Development District, designated for a housing development. The applicant, Magrym Consulting, representing Lori Hahn Sherman, is requesting a zoning change to allow for the development of an emergency care facility and a retail shop. Under the current zoning, the proposed use is not permitted, as the property is intended solely for residential development. However, the proposed retail and emergency care uses would complement the characteristics of the surrounding development. The established Planned Development District also requires that any new development must comply with the rules, regulations, and site plan of said Planned Development District. Changing the zoning to LR, Local Retail District would allow for the applicant to remove the regulations of the planned development while also establishing a less intense zoning district that is consistent with the surrounding area.

This request aligns with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates the area as Community Commercial (CC). The proposed development would offer convenient access to goods and services for nearby residents.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Housing Development to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of August 1, 2025.

Attachments:

Application
Survey
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, less the south 20 feet thereof, Block 104A, Wilshire Park Addition, Section 9, City and County of Midland, Texas (the "Property"), to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

		Zone Change/Planned District Amendment/Site Plan Approval		Project Number: _____	
				Case Number: _____	
Applicant (If acting as Agent, see affidavit on page 2)				Phone () _____	
Printed Name: Ed Aleman				Email _____	
Address _____		City _____		State _____ Zip _____	
Property Owner				Phone (113) 838-2184	
Printed Name: <u>Luzier Neely</u>				Email _____	
Address <u>2718 Foxwood Rd</u>		City <u>Midland</u>		State <u>TX</u> Zip <u>79705</u>	
Representative (If different from Applicant or Property Owner)				Phone (432) 684-5548	
Printed Name: Ed Aleman				Email <u>ed.aleman@magrym.com</u>	
Address _____		City _____		State _____ Zip _____	
Street Address: 201 Basil Parkway					
Legal Description Lot: 1A Block: 104A Subdivision: Wilshire Park, Section 9					
Current Zoning: <u>PD</u>		Proposed Zone: <u>G LK</u> (List by tract if more than one district is requested)			
Reason for Zone Change Request: <u>See attached form 20</u>					
Present Use of Property: <u>vacant</u>					
Proposed Use of Property: <u>single and two</u>					
How would this zone change affect the public health, safety and welfare? <u>no</u>					
Describe how conditions affecting the property have changed since present zoning designation: <u>no</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):	Date:
Applicant (printed): Ed Aleman	
Property Owner (signature): <i>[Signature]</i>	Date: JUN 26, 2025
Property Owner (printed): <u>Ed Aleman</u>	
The Zone Change/Planned District Amendment Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.	
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.	
STATE OF TEXAS COUNTY OF MIDLAND	
Before me, the undersigned authority, on this day personally appear <u>Ed Aleman</u> who, being by me duly sworn, upon oath says: That (s)he is the owner of <u>NA</u> or authorized by <u>Aggie Remigio</u> the owner of the above described property to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.	
<i>[Signature]</i> Authorized Agent (signature)	
Subscribed and sworn to before me, this <u>26</u> day of <u>June</u> , 20 <u>25</u> to certify which witness my hand and seal of office.	
	NOTARY PUBLIC, MIDLAND COUNTY, TEXAS
FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # <u>INVOICE</u>	
Received By: <i>[Signature]</i>	Date: <u>6/24/25</u>

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

Zone Change/Planned District
Amendment/Site Plan Approval

Project Number: 205-0432

Case Number: 205-0432

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Address: City: State: Zip:

Phone () Email:

Property Owner

Printed Name: Lori Helen Sherman Address: 2711 Fernwood Rd City: Evanston State: IL Zip: 60205

Phone (708) 858-2189 Email: Lori@360idea.com

Representative (if different from Applicant or Property Owner)

Printed Name: Ed Alaman Address: 601 N. Dearborn, Suite 100 City: Evanston State: IL Zip: 60205

Phone (432) 684-5548 Email: ed.alaman@magnum.com

Street Address: 201 Beal Parkway

Legal Description

Lot: 1A Book: 104A Subdivision: Wiltshire Park, Section 9

Current Zoning: PD Proposed Zone: C (List by tracks if more than one district is requested)

Reason for Zone Change Request: The site proposed for use:

Present Use of Property: Vacant

Proposed Use of Property: Hospital and Retail

How would this zone change affect the public health, safety and welfare? :

Describe how conditions affecting the property have changed since present zoning designation: :

Submittal and Fees

Items to be submitted with this application form:

- Application Fee - Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DISTRIBUTION DEED

THE STATE OF TEXAS
COUNTY OF MIDLAND

KNOW ALL MEN BY THESE PRESENTS:

That CYONE LYNN HAHN NEMIR, as SUCCESSOR INDEPENDENT EXECUTRIX AND TRUSTEE UNDER THE WILL OF LAWRENCE H. HAHN, DECEASED duly probated and admitted to record by the County Court of Midland County, Texas under Cause No. P12687 ("Grantor"), for the purpose of carrying out the terms of the Trust of Lawrence H. Hahn and the Last Will and Testament and for the purpose of transferring the Grantor's separate property, has DISTRIBUTED, GRANTED, SOLD, CONVEYED, TRANSFERRED, ASSIGNED, and DELIVERED and by these presents does DISTRIBUTE, GRANT, SELL, CONVEY, ASSIGN and DELIVER unto the following owners, whose addresses and ownership interest are provided below, to-wit:

Interest	Owner	Address
1/3	Cyone Hahn Nemir,	1221 E. Baltimore Dr., El Paso, TX 79902;
1/3	Leslie Hahn Standlee,	3307 Stanolind, Midland, TX 79707; and
1/3	Lori Hahn Sherman,	2711 Fenwood Rd., Houston, TX 77005.

the property hereinafter described, lying and being situated in Midland County, Texas together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property") described as follows:

The surface estate only of:

Parcel 1.

Lot 1, Block 104A, Wilshire Park Addition, Section 9, an addition to the City of Midland, Midland County, Texas, SAVE AND EXCEPT the South 20.0 feet thereof, according to the map or plat thereof recorded in Cabinet C, Page 91, Plat Records of Midland County, Texas.

Parcel 2:

Lot 1B, Block 163, Wilshire Park Addition, Section 24, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet L, Page 182, Plat Records of Midland County, Texas, SAVE AND EXCEPT a Right-of-Way Dedication, as follows:

DESCRIPTION OF A 0.076 ACRE RIGHT-OF-WAY DEDICATION, BEING OUT OF LOT 1, BLOCK 164A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, AS RECORDED IN CABINET C ON PAGE 91 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT N.(Y): 1068909.86, E.(X): 1734415.44 A ONE-HALF INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 AND BEING THE NORTHWEST CORNER HEREOF;

THENCE S. 84° 25' 45" E., ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET TO A ONE-HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514 "(RPC) SET FOR THE NORTHEAST CORNER HEREOF;

THENCE S. 73° 02' 55" W., CROSSING SAID LOT 1, A DISTANCE OF 51.22 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 45° 07' 34", A CHORD BEARING AND DISTANCE OF S. 50° 29' 08" W., 75.74 FEET;

THENCE ALONG THE ARC OF SAID CURVE 78.76 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY HEREOF;

THENCE S. 27° 34' 29" W., A DISTANCE OF 22.69 FEET TO AN "RPC" SET AT A POINT ON THE WEST LINE OF SAID LOT 1 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N. 05° 34' 15" E., ALONG SAID WEST LINE DISTANCE OF 95.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.076 ACRES.

BASIS OF BEARING COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID NAD 83, US SURVEY FOOT.

Exceptions to Conveyance and Warranty: Those covenants, conditions and restrictions recorded in Volume 338, Page 565, refilled in volume 338, Page 578 and Amended in Volume 338, Page 587, under Clerk's file No. 2019-38573 and under Clerk's file No. 2019-39069 of the Official Records of Midland County, Texas.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and the Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Executed this 31st day of July, 2023.
Cygné Lynn Hahn Nemir *Cygné Lynn Hahn Nemir*
CYGNE LYNN HAHN NEMIR, Successor CYGNE LYNN HAHN NEMIR Independent
Independent Executrix and Trustee under Executrix under the Will of Peggy Sue
the Will of Lawrence H. Hahn, Deceased Jones Hahn, Deceased

ACCEPTED:

Leslie Hahn Standley
LESLIE HAHN STANDLEY

Lori Hahn Sherman
LORI HAHN SHERMAN

Cygné Nemir
CYGNE NEMIR
Hahn

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

§ This instrument was acknowledged before me on the 31st day of July, 2024, by CYGNE LYNN HAHN NEMIR, also known as CYGNE NEMIR, individually and as Successor Independent Executrix and Trustee Under the Will of Lawrence H. Hahn, Deceased, and as Independent Executrix Under the Will of Peggy Sue Jones Hahn, Deceased.



Larry Eugene Poncelet
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 31st day of JULY, 2023
personally appeared LESLIE HAHN STANDLEY who acknowledged to me that she
executed the foregoing document for the purposes and consideration therein expressed.



Larry Henning
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 31st day of JULY, 2023
personally appeared LORI HAHN SHERMAN who acknowledged to me that she
executed the same for the purposes and consideration therein expressed.



Larry Henning
Notary Public, State of Texas

After Recording Return to:
Cyne Nemir,
1221 E. Baltimore Dr.,
El Paso, TX 79902



Authorization Statement

To Whom It May Concern,

I, Lori Hahn Sherman, hereby affirm that I am authorized to sign and submit the rezoning application on behalf of all property owners listed in the application for the property located at 201 Beal Parkway.

The Property owners are:

- Cygne Hahn Nemir
- Cygne Hahn Nemir, Trustee of the Pauline H. Gentry Trust No. 1
- Lori Hahn Sherman
- Leslie Hahn-Standley
- Gloria Scribner f/k/a Gloria Moore
- Kristi Love f/k/a Kristi Brooks
- Abilene Volunteer Services Council
- Linda Sue Myers, Independent Executrix of the Ancillary Estate of Elvina May Myers

All owners have been informed of and have consented to the submission of this application, and I am acting with their full knowledge and authorization.

Should you require any additional documentation or verification, please do not hesitate to contact me.

Sincerely,

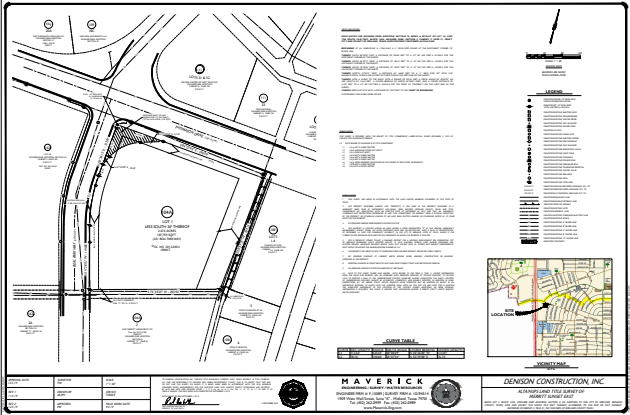
Signed by:

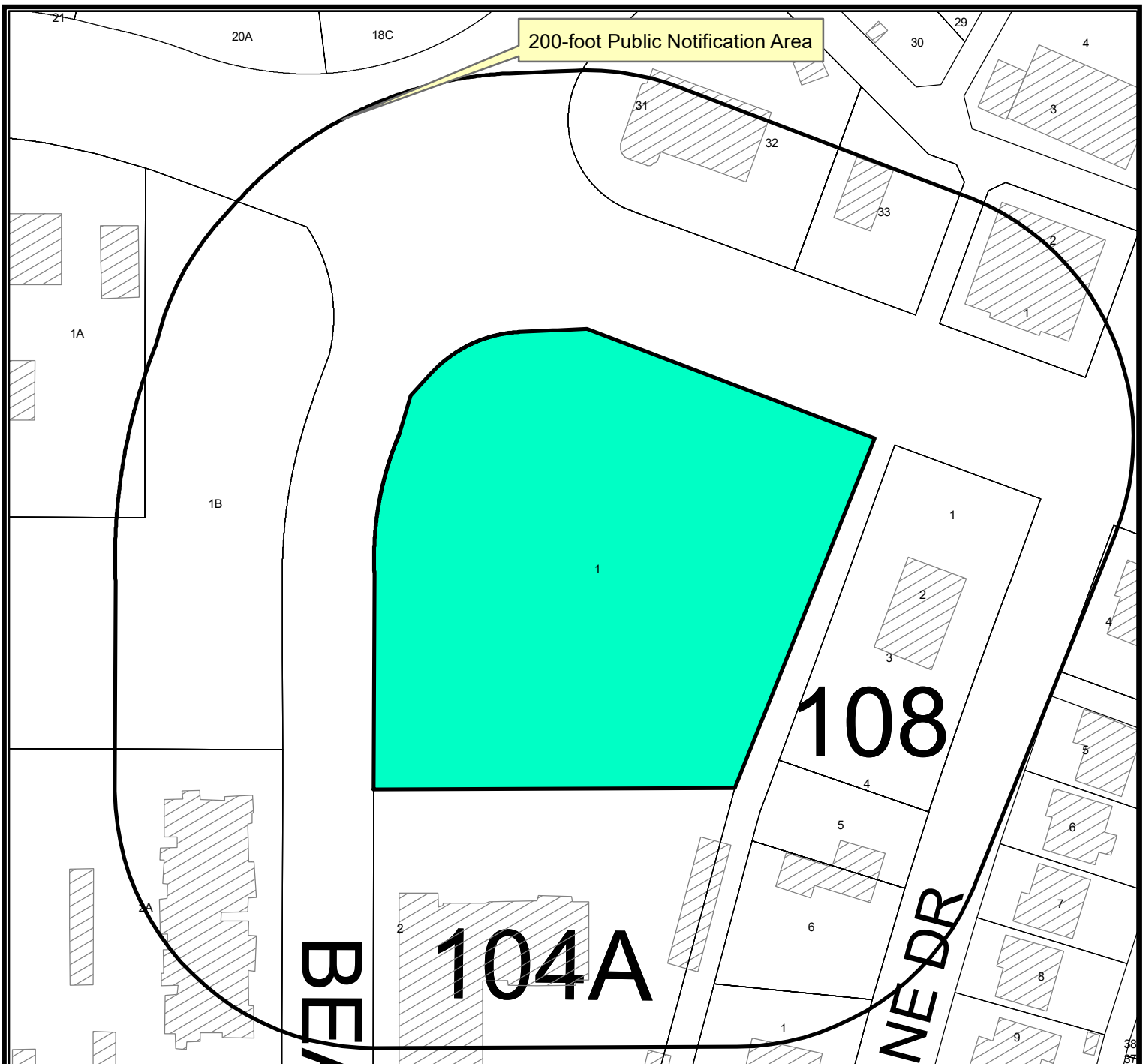
F821C46D3E20497...
Lori Hahn Sherman

Date: 7/9/2025

Email: Lori@3SResDev.com

Phone: 713.858.2184





Location Map

Z-25-0432

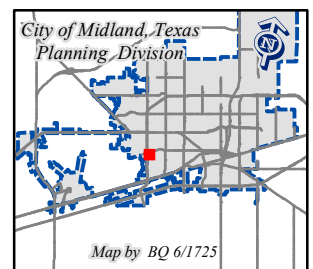
Scale: 1" = 600'

Consider a request by Magrym Consulting, on behalf of Lori Hahn Sherman, for a Zone Change from PD, Planned Development District for a Housing Development, to C, Commercial District, on Lot 1, less the south 20 feet of said lot, Block 104A, Wilshire Park Addition, Section 9, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of Bear Parkway and Thomason Drive. (Council District 4) 29.17

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

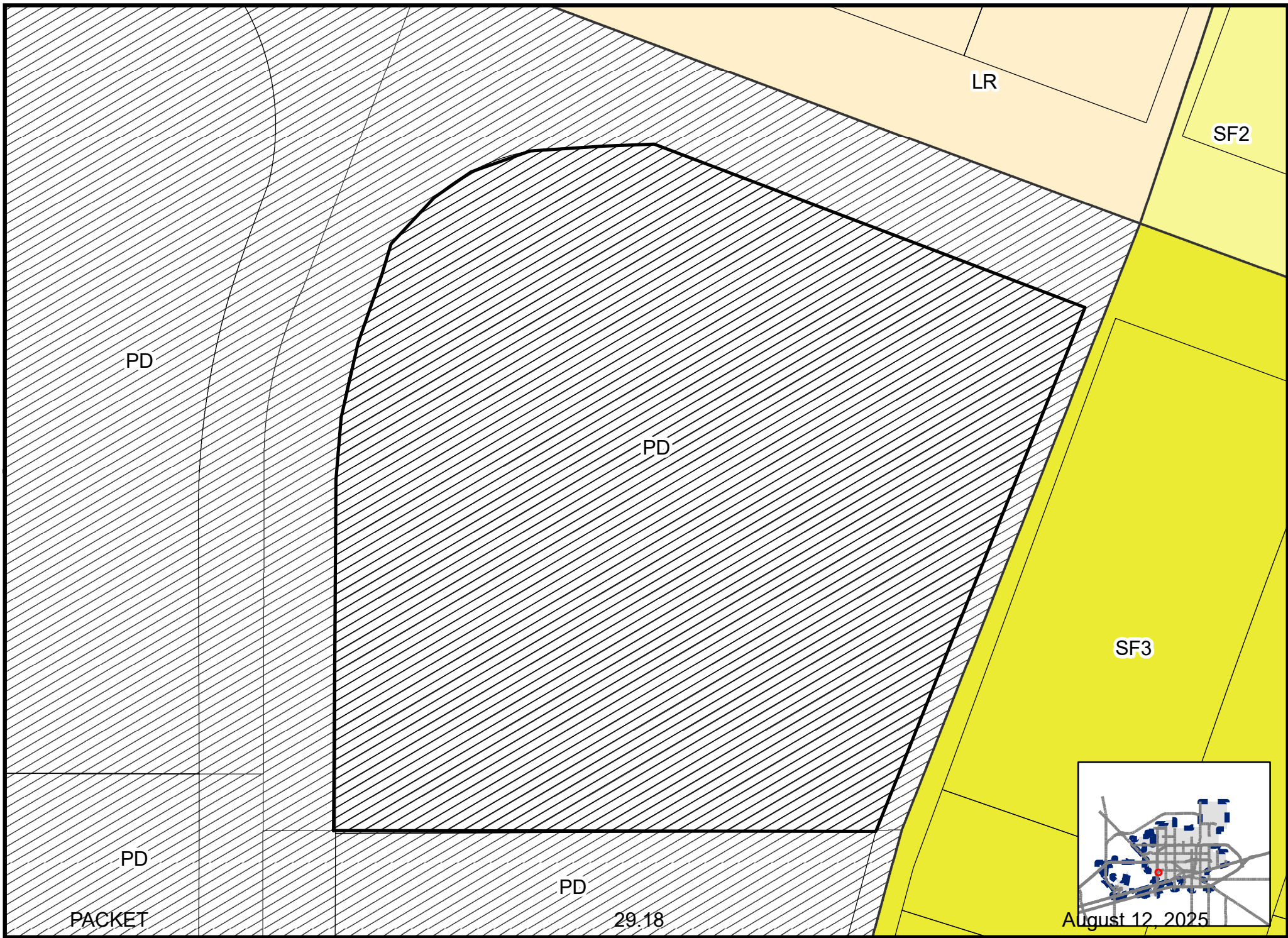


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY RECORD OR FOR THE RECORD TO BE USED IN ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

August 12, 2025









ZONE CHANGE 201 BEAL PKWY

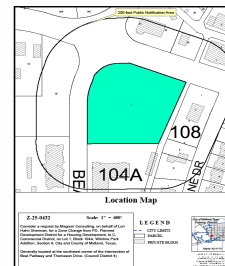


Visit Our Website

MIDLANDTEXAS.GOV

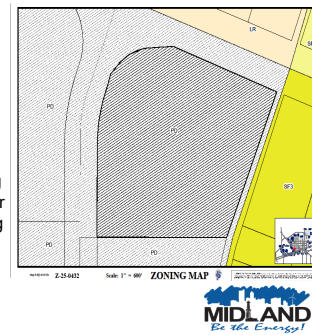
APPLICATION SUMMARY

- **Property Owner:** Lori Hahn Sherman
- **Representative:** Ed Aleman, with Magrym Consulting
- **Location:** 201 Beal Parkway (District 2)
- **Reason for Request:** For the development of an emergency care facility and retail shop



ZONING

- **Current Zoning:** PD, Planned Development District for a Housing Development
- **Surrounding Zoning:**
 - **North:** LR, Local Retail District
 - **South/West:** PD, Planned Development District for a Housing Development and Shopping Center
 - **East:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** LR, Local Retail District



3

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
 - **North:** Medical Office
 - **South:** Multi-Family Dwelling
 - **East:** Single-Family Dwelling
 - **West:** Vacant
- **Proposed Use:** emergency facility & Retail Shop





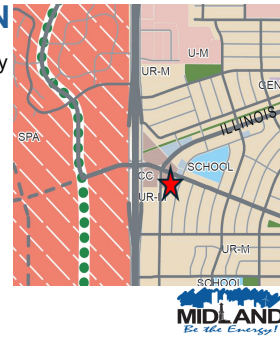
On Beal Parkway, Looking East.

5



COMPREHENSIVE PLAN

- **Land Use Designation:** Community Commercial, (CC)
- **Supported Uses:** No policies are currently established for this area.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*.

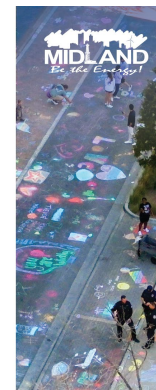


6

STAFF'S RECOMMENDATION

- No objections were received.
- Planning and Zoning Commission approved this request on July 21, 2025.
- Staff recommends approval of this request.

8







City Council Meeting

Item Number: 30
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X, H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS. (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET.); ADOPTING THE APPRAISAL BY THE DEPUTY CITY MANAGER OF \$51,466; RETAINING; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Dunaway is requesting to vacate a 0.6722-acre, 0.9183-acre and 1.194-acre portion of Mockingbird Lane to realign and privatize an access road and expand grassed turnouts and paddock space for polo horses.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2025 appraised value of the right-of-way is \$20,000.00 per acre, for a total value of \$51,466.00.

Discussion:

The approximated area that will be vacated is 121292.82 square feet (2.7845-acres).

The roadway currently functions as a private road with emergency access, and vacating the ROW allows the adjacent owners to expand grassed turnouts and paddock space for polo horses. With the increased popularity of Midland Polo, more turnout space is needed. The owners are also evaluating the addition of pedestrian and equestrian trails in the vicinity of the Polo fields.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No objection.

Building Code: (Approved)

No Oil and Gas issues

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall provide a 30' Public Utility Easement (similar to the Polo clubs easement to the west) for the existing 24" SCCP water main within the requested vacated R.O.W. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments

AT&T: (Approved)

Yes, we approve as long as we get the easement.

Atmos: (Approved)

We're good with a utility easement referenced in the replat.

Astound: (Approved)

Our service head East on Mockingbird at the cross section of N A St and Mockingbird. We approve.

Oncor: (Approved)

Oncor Electric Delivery has no objection to vacation of a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas

Altice USA: (Approved)

That is good to know, as long as those poles are not removed & relocated, we will not have to do any relocations on our existing fiber plant on those poles. As long as the easement remains, we are good.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.6722-acre, 0.9183-acre and 1.194-acre portion Mockingbird Lane subject to conditions A through C.

Conditions:

- A. That the value of the property shall be \$51,466.00.**
- B. That an accessible nonexclusive utility easement is retained.**
- C. That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of August 8, 2025, staff has not received any letters of objection to this request.

Attachments:

Surveys with Metes & Bounds (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies
PowerPoint

Marino Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X, H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE DEPUTY CITY MANAGER OF \$51,466.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas, City and County of Midland, Texas (collectively, the “Property”), as described in Exhibit A attached hereto and made a part hereof for all legal purposes, are no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Deputy City Manager has appraised the value of the City’s property interest in the Property at \$51,466.00, as shown in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

- A. the City of Midland has received from the abutting property owner(s) the sum of \$51,466.00; and
- B. a plat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

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

0.6722-Acre Portion of Mockingbird Lane

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.6722-acre parcel of land situated in Section 3, Block X, H.P. Hilliard Survey, Abstract No. 12, Midland County, Texas, and being part of a 50-foot width right-of-way dedication of Mockingbird Lane to the City of Midland, as dedicated by Saddle Club Estates, an addition to the City of Midland, as recorded in Cabinet C, Page 44, Plat Records of Midland County, Texas (P.R.M.C.T.), said 0.6722-acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap (illegible) for the common northwest corner of said 50-foot width right-of-way dedication, the southwest corner of a called 22.83-acre tract of land described in Special Warranty Deed to Vanderpool Management, LP, as recorded in Document Number 2024-71, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and the northeast corner of a called 26.77 acre tract of land described as "Tract I" in Special Warranty Deed to The Play Field Corporation, as recorded in Volume 1051, Page 717, Deed Records of Midland County, Texas (D.R.M.C.T.), and being locatable by NAD83 Grid Coordinate: N=10,715,056.80, E=1,746,378.93;

THENCE North 75 degrees 32 minutes 31 seconds East, along the common northerly line of said 50-foot right-of-way dedication and the southerly line of said Vanderpool tract, a distance of 585.61 feet to a point for corner, and from which a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." for the southeast corner of said Vanderpool tract bears North 75 degrees 32 minutes 31 seconds East, a distance of 214.34 feet;

THENCE South 14 degrees 36 minutes 16 seconds East, departing said common line and crossing said 50-foot width right-of-way dedication, a distance of 50.00 feet to a point for the common northwest corner of Block 6, of said Saddle Club Estates, and the northeast corner of a tract of land described as "Parcel 1" in Warranty Deed to Rock Ridge Ranch, LP, as recorded in Document Number 2015-12848, O.P.R.M.C.T.;

THENCE South 75 degrees 32 minutes 31 seconds West, along the common southerly line of said 50-foot width right-of-way dedication and the northerly lines of said "Parcel 1", and "Parcel 2" of said Rock Ridge Ranch, and along the northerly line of a called 1.277 acre tract of land described in Special Warranty Deed to The Play Field Corporation, as recorded in Volume 1270, Page 8, D.R.M.C.T., a distance of 585.60 feet to a point for the southwest corner of said 50-foot wide right-of-way dedication, being on the easterly line of said "Tract I";

THENCE North 14 degrees 37 minutes 09 seconds West, along the common westerly line of said 50-foot width right-of-way dedication and the easterly line of said "Tract I", a distance of 50.00 feet to the POINT OF BEGINNING and containing 0.6722 acres (or 29,280 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

B012916.001

PAGE 1 OF 2

A plat of even date accompanies this metes and bounds description.

APRIL 4, 2025

 **DUNAWAY**
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
REGISTERED SURVEYING FIRM NO. 10098100



RIGHT-OF-WAY VACATION

0.6722 ACRES or 29,280 SQ. FT.

OF

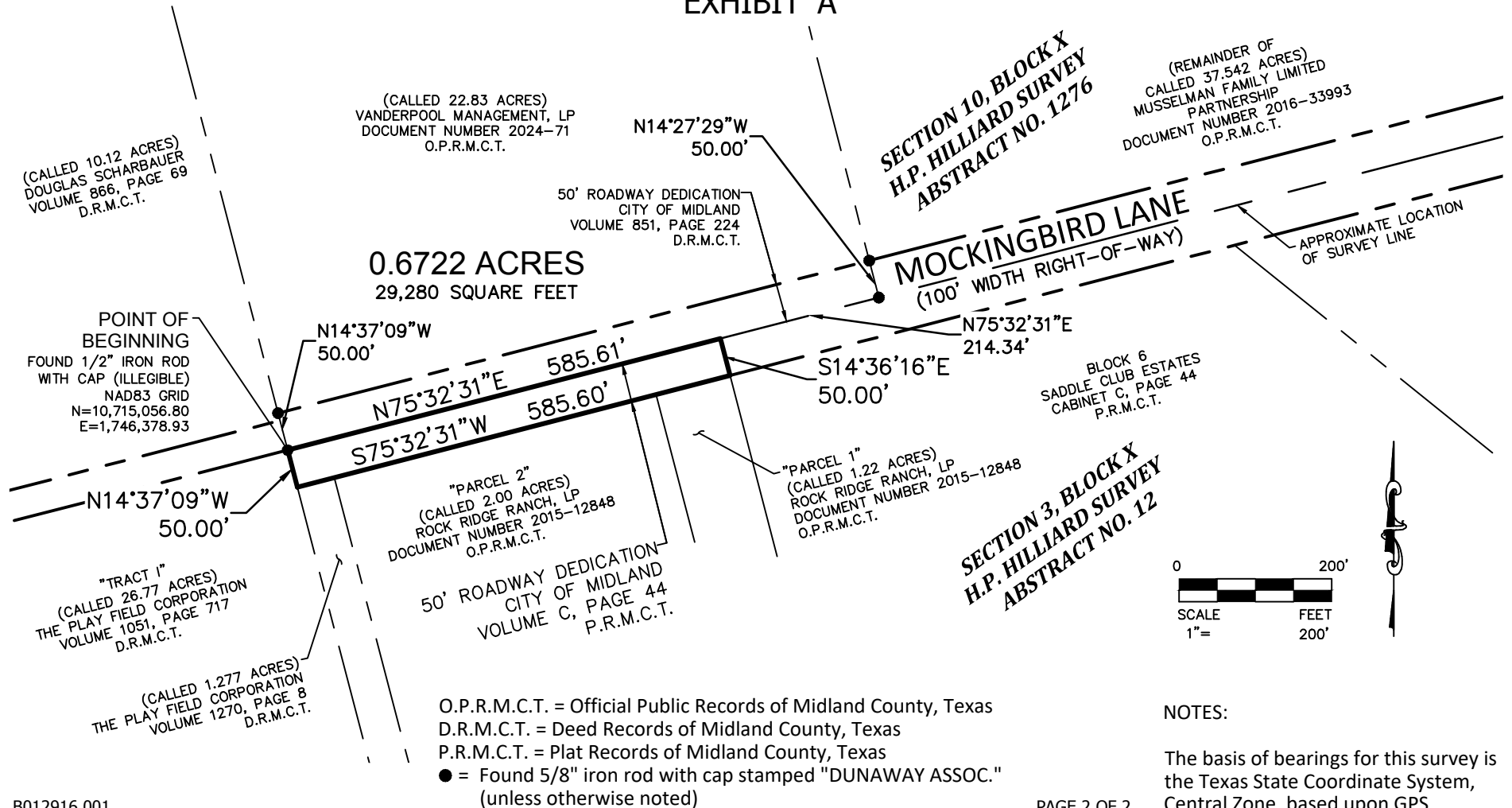
50' RIGHT-OF-WAY DEDICATION BY
SADDLE CLUB ESTATES
CABINET C, PAGE 44
P.R.M.C.T.

SITUATED IN

SECTION 3, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 12
CITY AND COUNTY OF MIDLAND, TEXAS

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 8:58 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Sewell ROW Survey Exhibit.dwg

EXHIBIT 'A'



B012916.001

PAGE 2 OF 2

NOTES:

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

A metes and bounds description of even date accompanies this plat.

APRIL 4, 2025



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
REGISTERED SURVEYING FIRM NO. 10098100



RIGHT-OF-WAY VACATION

0.6722 ACRES or 29,280 SQ. FT.
OF
50' RIGHT-OF-WAY DEDICATION BY
SADDLE CLUB ESTATES
CABINET C, PAGE 44
P.R.M.C.T.
SITUATED IN
SECTION 3, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 12
CITY AND COUNTY OF MIDLAND, TEXAS

0.9183-Acre Portion of Mockingbird Lane

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.9183-acre parcel of land situated in Section 10, Block X, H.P. Hilliard Survey, Abstract No. 1276, Midland County, Texas, and being part of a called 22.83-acre tract of land described in Special Warranty Deed to Vanderpool Management, LP, as recorded in Document Number 2024-71, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and being a portion of a 50-foot width right-of-way dedication of Mockingbird Lane to the City of Midland, as recorded in Volume 851, Page 224, Deed Records of Midland County, Texas (D.R.M.C.T.), said 0.9183-acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap (illegible) for the common southwest corner of said Vanderpool tract and said 50-foot width right-of-way dedication, being locatable by NAD83 Grid Coordinate: N=10,715,056.80, E=1,746,378.93;

THENCE North 14 degrees 37 minutes 09 seconds West, along the common westerly lines of said Vanderpool tract and said 50-foot width right-of-way dedication, and the easterly line of a called 10.12-acre tract of land described in Warranty Deed with Vendor's Lien to Douglas Scharbauer, as recorded in Volume 866, Page 69, D.R.M.C.T., a distance of 50.00 feet to a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." (herein referred to as "with cap") for corner;

THENCE North 75 degrees 32 minutes 31 seconds East, departing said common line and crossing said Vanderpool tract along the northerly line of said 50-foot width right-of-way dedication, a distance of 800.09 feet to a found 5/8-inch iron rod with cap for corner at the intersection of said northerly line with the easterly line of said Vanderpool tract;

THENCE South 14 degrees 27 minutes 29 seconds East, departing the northerly line of said 50-foot width right-of-way dedication and crossing said Mockingbird Lane along the easterly line of said Vanderpool tract, a distance of 50.00 feet to a found 5/8-inch iron rod with cap for the southeast corner of said Vanderpool tract, being on the southerly line of said 50-foot width right-of-way dedication;

THENCE South 75 degrees 32 minutes 31 seconds West, along the common southerly lines of said Vanderpool tract and said 50-foot width right-of-way dedication, a distance of 799.95 feet to the POINT OF BEGINNING and containing 0.9183 acres (or 40,001 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

B012916.001

PAGE 1 OF 2

A plat of even date accompanies this
metes and bounds description.

APRIL 4, 2025



RIGHT-OF-WAY VACATION

0.9183 ACRES or 40,001 SQ. FT.

OF

VANDERPOOL MANAGEMENT, LP

DOCUMENT NUMBER 2024-71

O.P.R.M.C.T.

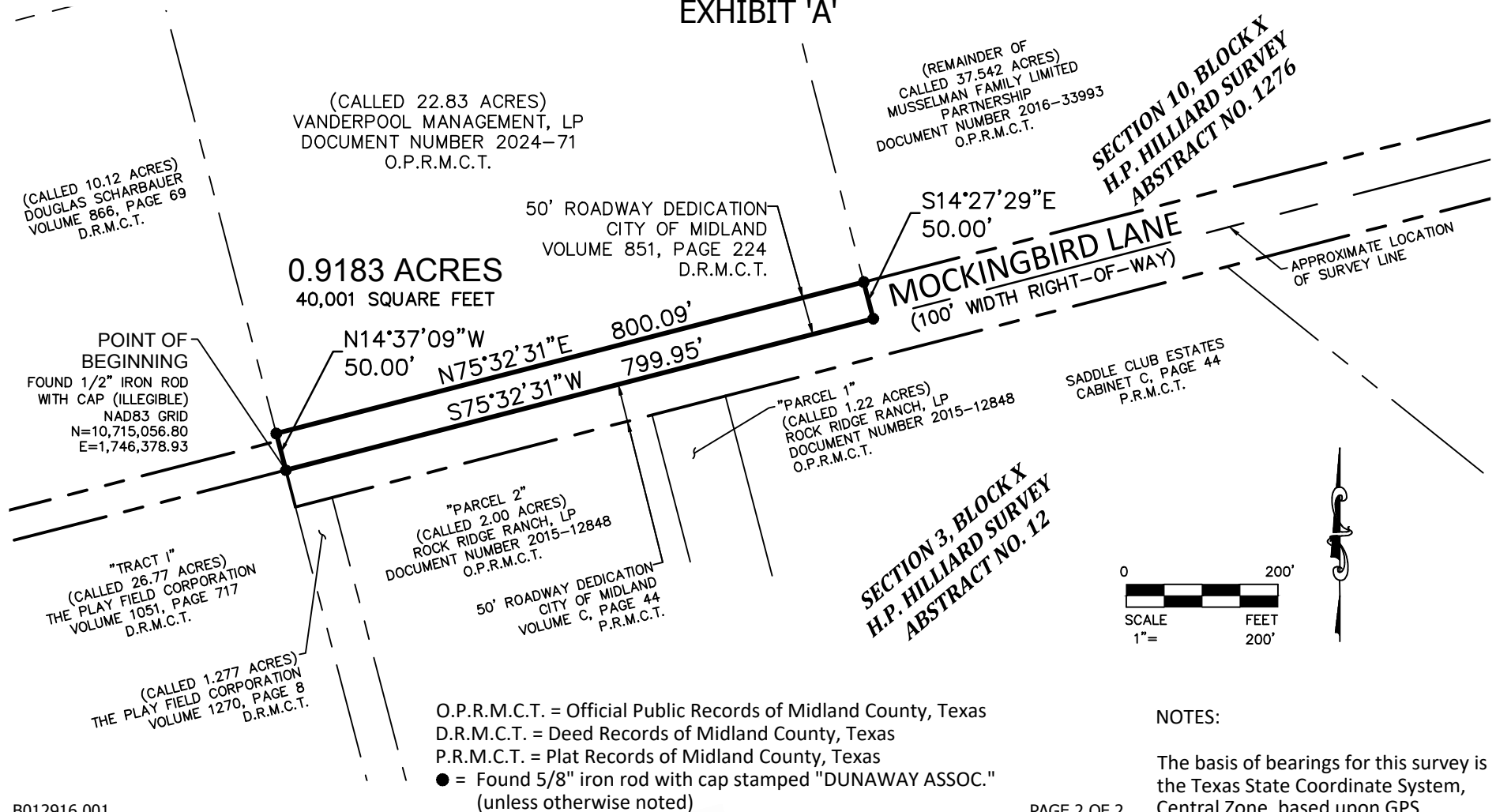
SITUATED IN

SECTION 10, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 1276

CITY AND COUNTY OF MIDLAND, TEXAS
August 12, 2025

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 8:49 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Vanderpool ROW Survey Exhibit.dwg

EXHIBIT 'A'



B012916.001

PAGE 2 OF 2

A metes and bounds description of even date accompanies this plat.

APRIL 4, 2025



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
REGISTERED SURVEYING FIRM NO. 10098100



RIGHT-OF-WAY VACATION

0.9183 ACRES or 40,001 SQ. FT.
OF
VANDERPOOL MANAGEMENT, LP
DOCUMENT NUMBER 2024-71
O.P.R.M.C.T.
SITUATED IN
SECTION 10, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS
August 12, 2025

1.194-Acre Portion of Mockingbird Lane

EXHIBIT 'A'

METES AND BOUNDS

BEING a 1.194-acre parcel of land situated in Section 10, Block X, H.P. Hilliard Survey, Abstract No. 1276, Midland County, Texas, and being part of a called 37.542 acre tract of land described in General Warranty Deed to Musselman Family Limited Partnership, as recorded in Document Number 2016-33993, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and being a portion of a 50-foot width right-of-way dedication of Mockingbird Lane to the City of Midland, as recorded in Volume 851, Page 224, Deed Records of Midland County, Texas (D.R.M.C.T.), said 1.194-acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." (herein referred to as "with cap") for the southeast corner of a called 22.83-acre tract of land described in Special Warranty Deed to Vanderpool Management, LP, as recorded in Document Number 2024-71, O.P.R.M.C.T., being on the southerly line of said 50-foot width right-of-way dedication, and being locatable by NAD83 Grid Coordinate: N=10,715,256.51, E=1,747,153.49;

THENCE North 14 degrees 27 minutes 29 seconds West, departing the southerly line of said 50-foot width right-of-way dedication along the easterly line of said Vanderpool tract, a distance of 50.00 feet to a found 5/8-inch iron rod with cap for corner at the intersection of said easterly line with the northerly line of said 50-foot width right-of-way dedication;

THENCE North 75 degrees 32 minutes 31 seconds East, crossing said Musselman tract along the northerly line of said 50-foot width right-of-way dedication, a distance of 1,026.84 feet to a found 3-inch steel fence post for corner on said northerly line, being on the common easterly line of said Musselman tract and a westerly line of a tract of land described as "Tract 2" in Warranty Deed to Gary Kahler, Mark A. Payne, and Tommy J. Woodruff, as recorded in Volume 3041, Page 425, D.R.M.C.T.;

THENCE South 42 degrees 35 minutes 47 seconds East, departing the northerly line of said 50-foot width right-of-way dedication along said common line, a distance of 56.70 feet to a found 1/2-inch iron rod with cap stamped "WEST COMPANY MIDLAND" for the southeast corner of said Musselman tract, being on the southerly line of said 50-foot width right-of-way dedication;

THENCE South 75 degrees 32 minutes 31 seconds West, along the common southerly lines of said Musselman tract and said 50-foot width right-of-way dedication, a distance of 1,053.58 feet to the POINT OF BEGINNING and containing 1.194 acres (or 52,011 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

B012916.001

PAGE 1 OF 2

A plat of even date accompanies this metes and bounds description.

APRIL 4, 2025

 **DUNAWAY**
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
REGISTERED SURVEYING FIRM NO. 10098100



RIGHT-OF-WAY VACATION

1.194 ACRES or 52,011 SQ. FT.
OF

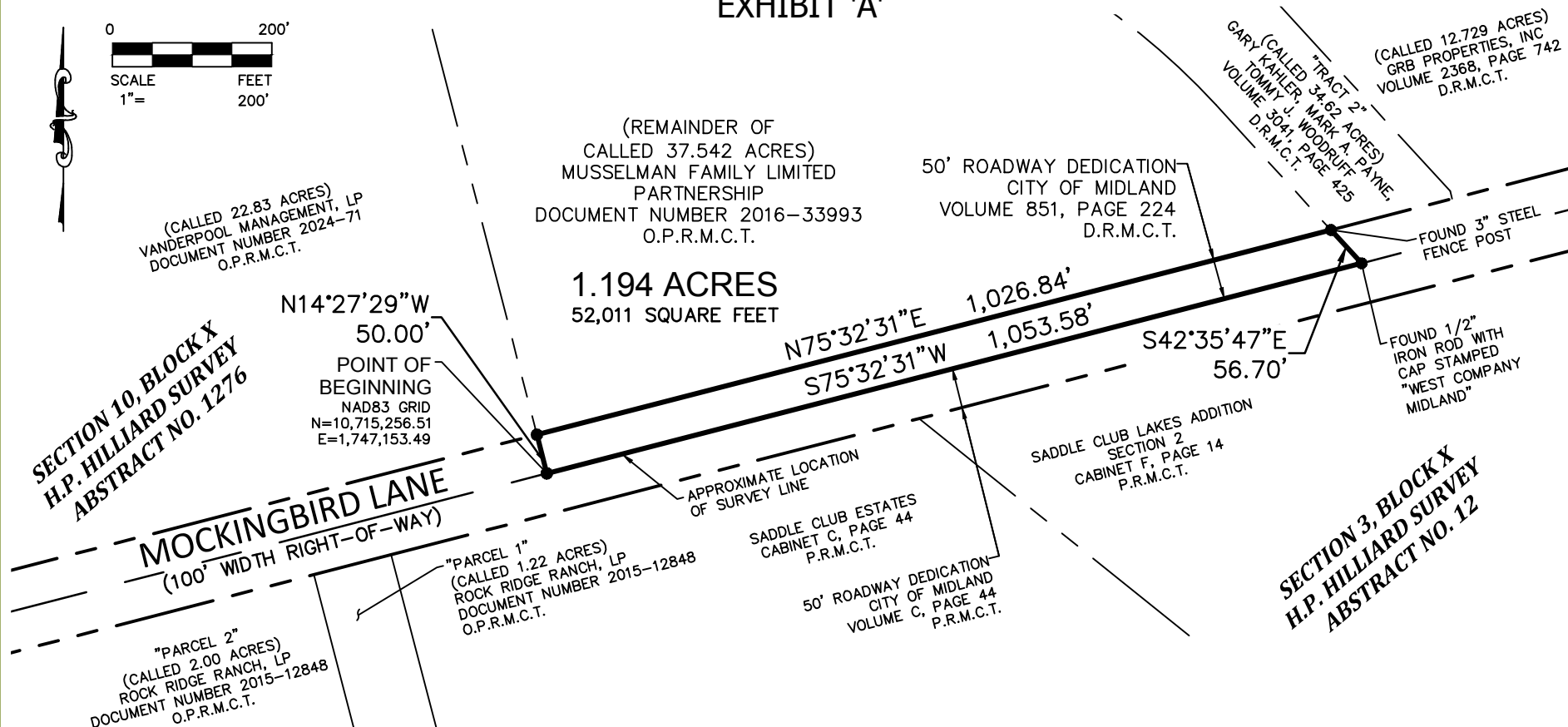
MUSSELMAN FAMILY LIMITED
PARTNERSHIP

DOCUMENT NUMBER 2016-33993
O.P.R.M.C.T.

SITUATED IN
SECTION 10, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 9:32 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Musselman ROW Survey Exhibit.dwg

EXHIBIT 'A'



O.P.R.M.C.T. = Official Public Records of Midland County, Texas
D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas
● = Found 5/8" iron rod with cap stamped "DUNAWAY ASSOC."
(unless otherwise noted)

NOTES:

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

B012916.001

PAGE 2 OF 2

A metes and bounds description of even date accompanies this plat.

APRIL 4, 2025



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
REGISTERED SURVEYING FIRM NO. 10098100



RIGHT-OF-WAY VACATION

1.194 ACRES or 52,011 SQ. FT.
OF

MUSSELMAN FAMILY LIMITED
PARTNERSHIP

DOCUMENT NUMBER 2016-33993
O.P.R.M.C.T.

SITUATED IN

SECTION 10, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS

August 12, 2025

EXHIBIT B



Office of the City Manager

July 24, 2025

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas, City and County of Midland, Texas, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$51,466.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Deputy City Manager

EXHIBIT B

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600



**Vacate Right-of-Way/Public Utility
Easement/Land/Street Application**

Dunaway Project No. B013314.001

Project Number:

Case Number V-25-0068

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Dunaway

Phone (432) 217-0221

Email
mmartinez@dunaway.com

Address 4000 N. Big Spring Street Suite 101

City Midland

State TX

Zip 79705

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: Near Mockingbird Ln. & A Street
Touching MCAD Accounts R57970, R227820 and R268

Reason for Request: to realign and privatize the access road and expand the ag uses.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:

Submittal and Fees

Items to be submitted with this application form:

- Application Fee --Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature)

Date: 2/14/25

Affected Property Owners:

Signature:

Print: COLLIN SEWELL

Date: 2/14/25

Signature:

Print: Henry Musseman

Date: 2/17/25

Signature:

Print:

Date:

Signature:

Print:

Date:

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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

FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey Plat

☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check # 1738

Received By: Madeline Jaynes

Date: FEB 17 2025

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

Special Exception Application

2

Revised 12/6/16



Outlook

RE: V-25 -0068 Mockingbird Lane Vacation

From: DAlderete@midcad.org <DAlderete@midcad.org>
Date: Mon 8/14/2025 7:01 AM
To: Britton Murry <bmurry@midlandtaxes.gov>

Hello Britton,

You sir same bases just take the cost per unit as I highlighted and multiply by the acres that are being vacated via the survey.

50' FT Right of Way \$20,000 per acre X .6722 Acres = \$13,444

Muselman Family \$18,000 per acre X 1.194 Acres = \$21,492

Vanderpool Marsh \$18,000 per acre X .9183 Acres = \$16,530

Hope this helps let me know if you have additional questions sir.

Sincerely,
Daniel Alderete, RPA
Appraisal Director
Midland Central Appraisal District

DAlderete@midcad.org
432-699-4991

Please note that any communication sent to Midland Central Appraisal District may become public record and made available to public/media review. ATTENTION PUBLIC OFFICIALS: a Reply to All of this e-mail could lead to violations of the



Jeffrey R. Henderson
Supervisor-PMDS

Oncor Electric Delivery
2014 E. HWY 377
P.O. Box 206
Stephenville, Texas 76401

July 17th, 2025

City of Midland, Midland County, TX
Britton Murry
Senior Planner
300 N. Loraine
Midland, TX 79702

RE: Mockingbird Lane Right-of-Way— Case File V-25-0068

Mr. Murry,

Oncor Electric Delivery has no objection to vacation of a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey R. Henderson".

Jeffrey R. Henderson
Supervisor, PMDS
Oncor Electric Delivery Company

3/9/25, 9:18 AM

Mail: Britt Murry - Outlook

Outlook

RE: External E-mail - V-25-0068 Mockingbird Lane Vacation

From: Luis Montes <Luis.Montes@optimum.com>

Date: Wed 4/9/2025 4:13 PM

To: Britt Murry <bmurry@midlandtaxi.gov>

That is good to know, as long as those poles are not removed & relocated we will not have to do any relocations on our existing fiber plant on those poles.
As long as the easement remains we should be good.

From: Britt Murry <bmurry@midlandtaxi.gov>

Sent: Wednesday, April 9, 2025 12:58 PM

To: Luis Montes <Luis.Montes@optimum.com>

Subject: RE: External E-mail - V-25-0068 Mockingbird Lane Vacation

Caution: This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Luis,

The applicant requesting the vacation is not wanting to relocate the poles instead they want to leave them and provide a easement during the platting process. Does that change you comments?

Respectfully,

Britt Murry

Development Services
Senior Planner
(321) 685-7208
300 N. Lorraine Midland, TX, 79701

Midland

Do it. Right.

f

o

i

in

From: Luis Montes <Luis.Montes@optimum.com>

Sent: Friday, April 4, 2025 1:17 PM

To: Britt Murry <bmurry@midlandtaxi.gov>

Subject: RE: External E-mail - V-25-0068 Mockingbird Lane Vacation

PACKET

30.24

August 12, 2025

5/9/25, 9:17 AM

Mail - Britt Murry - Outlook



Outlook

Re: V-21-0068 Mockingbird Lane Vacation

From: Ruben Guerra <rubeng@mdand.com>
Sent: 04/02/25, 1:13 PM
To: Britt Murry <murry@mdand.com>

No, no problem.
Thank You
Ruben Guerra
Construction Coordinator
C: 432-272-9388
F: 432-453-9388
rubeng@mdand.com
Professional Services Specialist
Powered by B2M1 | www.b2m1.com

On Fri, Apr 4, 2025 at 1:03PM Britt Murry <bmurry@mdand.com> wrote:
No worries! Thanks for getting back to me. Is your approval of this vacation?

Respectfully,

Britt Murry
Development Services
Section Manager
(432) 695-7239
300 N. Lone Star Mall, TX, 78701



From: Ruben Guerra <rubeng@mdand.com>
Sent: Friday, April 4, 2025, 1:13 PM
To: Britt Murry <bmurry@mdand.com>
Subject: Re: V-21-0068 Mockingbird Lane Vacation

No worry I did and got the request so do not need any services in that section of the map that you have highlighted. Our service head back on Mockingbird at the cross section of N. N. St and Mockingbird.

Thank You
Ruben Guerra
Construction Coordinator
C: 432-272-9388
F: 432-453-9388
rubeng@mdand.com

Outlook

RE: V-25-0068 Mockingbird Lane Vacation

From: Britt Murry <bmurry@midlandtxaia.gov>
Date: Tue 4/15/2025 4:52 PM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>

Excellent. I should have included their plan in my original email. Appreciate you working with us so quickly.

Respectfully,

Britt Murry
Development Services
Senior Planner
(432) 685-7239
300 N. Lorraine Midland, TX, 79701

From: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Sent: Tuesday, April 15, 2025 4:47 PM
To: Britt Murry <bmurry@midlandtxaia.gov>
Subject: RE: V-25-0068 Mockingbird Lane Vacation

Britt,
I went ahead and revised the letter. We're good with a utility easement referenced in the replat.
Apologies for the delayed reply as I've been out of the office.
Thanks.

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Wednesday, April 9, 2025 12:09 PM
To: Britton Murry <bmurry@midlandtexas.gov>
Subject: Re: V-25-0068 Mockingbird Lane Vacation

I am good with that.

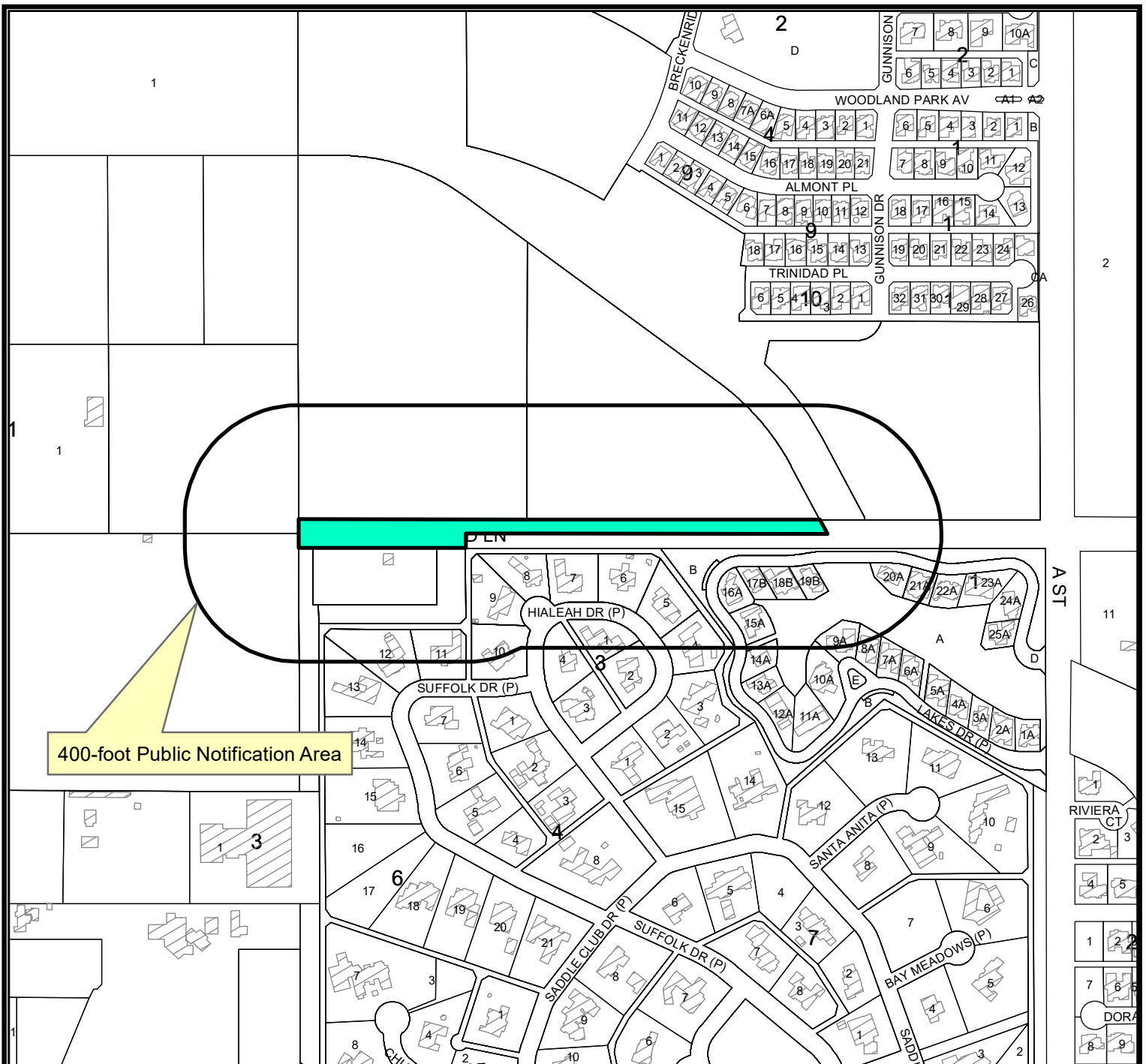
From: Britton Murry <bmurry@midlandtexas.gov>
Sent: Wednesday, April 9, 2025 12:06:24 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: V-25-0068 Mockingbird Lane Vacation

Jerry,

The applicant requesting the vacation is not wanting to relocate the poles instead they want to leave them and provide a easement during the platting process. Does that change you comments?

Respectfully,

Britt Murry
Development Services
Senior Planner
(432) 685-7208
300 N. Loraine Midland, TX, 79701



Location Map

V-25-0068

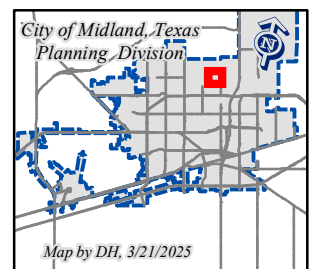
Scale: 1" = 505'

Consider a request by Dunaway for a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas.

Generally located on Mockingbird Lane, approximately 30.28 feet west of North A Street. (District 1)

LEGEND

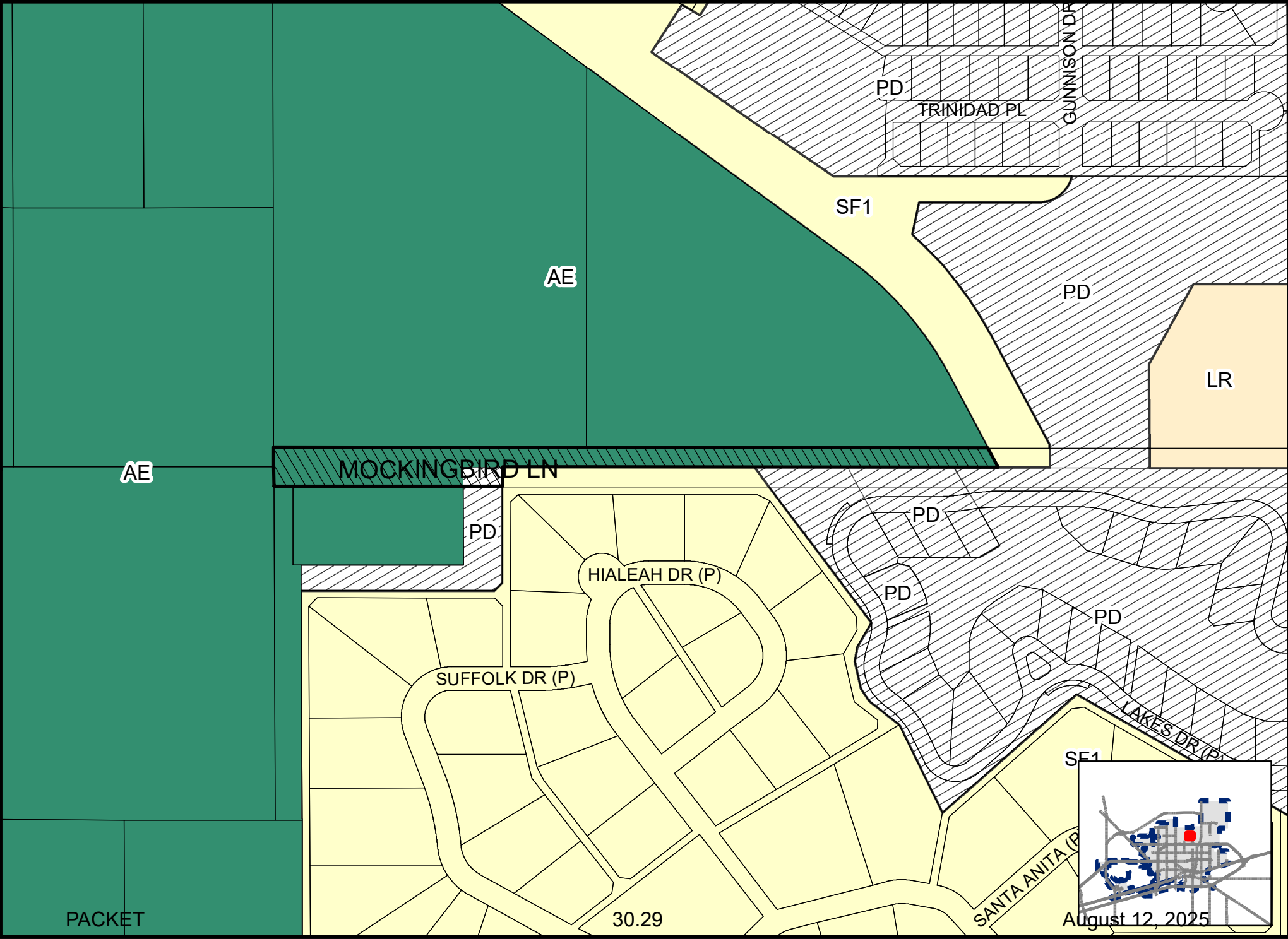
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A LICENSED SURVEYOR FOR FURTHER INFORMATION. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

August 12, 2025



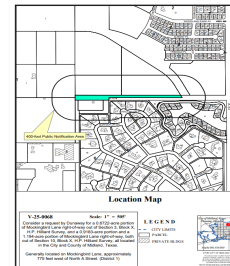






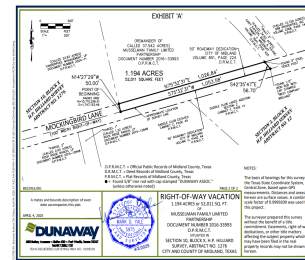
APPLICATION SUMMARY

- **Applicant/Representative:** Melanie Martinez, with Dunaway
- **Location:** Generally located on Mockingbird Lane, approximately 775 feet west of North A Street. (District 1)
- **Reason for Request:** To realign and privatize the access road and for agricultural use



DETAILS OF REQUEST

- Musselman Family Limited Partnership
- This portion includes 1.194-acres of right-of-way
- The plat will be required to include the vacated portion into the lot

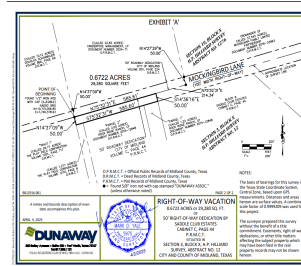


3



DETAILS OF REQUEST

- Saddle Club Estates
- This portion includes 0.6722-acres of right-of-way
- The plat will be required to include the vacated portion into the lot

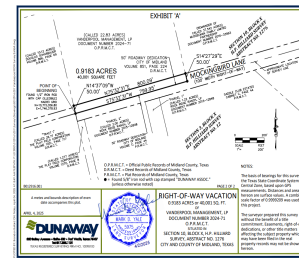


4



DETAILS OF REQUEST

- Vanderpool Management, LP
- This portion includes 0.9183-acres of right-of-way
- The plat will be required to include the vacated portion into the lot

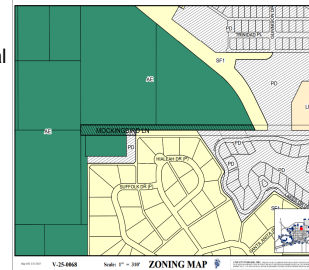


5



ZONING

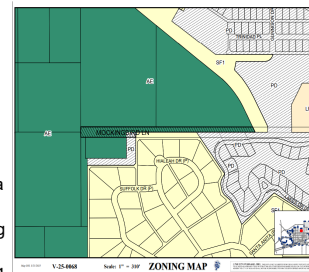
- **Current Zoning:** AE, Agricultural Estate District and PD, Planned Development District for a Transitional District
- **Surrounding Zoning:**
 - **North/West:** AE, Agricultural Estate District



ZONING

• Surrounding Zoning:

- **South:** AE, Agricultural Estate District, SF-1, Single-Family Dwelling District, PD, Planned Development District for a Transitional District, and PD, Planned Development District for a Housing Development
- **East:** SF-1, Single-Family Dwelling District and PD, Planned Development District for a Housing Development



7

LAND USE

- **Current Use:** Right-of-Way
- **Surrounding Uses:**
 - **North:** Vacant
 - **South:** Single-Family Housing
 - **East:** Right-of-Way
 - **West:** Access Easement
- **Proposed Use:** Agricultural Use



8



On Mockingbird Lane, Looking West

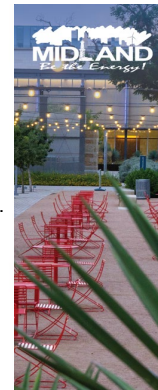
9



RELATED ITEMS

- The preliminary plat associated with this vacation request was approved by the Planning and Zoning Commission on April 21, 2025.
- The vacation request must be approved by City Council before the applicant can submit the final plat.

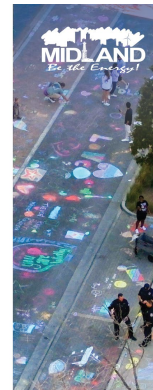
10



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:
 - A. The City of Midland has received from the abutting property owner(s) the sum of \$51,466.00; and
 - B. A plat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

11







City Council Meeting

Item Number: 31
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Britton Murry, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456 ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf Ryan and Heather Rowland, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the property located at 4504 Mockingbird Lane in order to subdivide the property into 5 lots.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned AE, Agricultural Estate District. Per Section 5.04 – Residential

Zoning District Dimensional Regulations Chart, the minimum lot area is 2.00-acres for the AE, Agricultural Estate zoning district. The applicant is in the process of platting this tract of land into five lots. Four of the five proposed lots do not meet the 2.00-acre requirement for AE zoning, with the smallest lot being 1.363-acres. Even with all of the surrounding zoning being AE, Agricultural Estate District, multiple lots in this area do not meet the 2.00-acre minimum lot requirement. The surrounding lots that are under 2.00-acres are considered existing non-conforming lots due to their establishment prior to the new zoning ordinance regulations. Based off of the multiple surrounding lots in this area that also do not meet the 2.00-acre minimum lot size requirement, the proposed subdivision would not affect the character of the neighborhood.

The subject property is currently vacant. If the special exception and final plat are approved, the owner plans to construct five single-family dwellings for each respective lot. The special exception must be approved prior to final plat submittal.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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.]

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying the same privileges of reduced lot sizes subject to the following conditions.

Conditions:

- A. That said special exception shall be of no force or effect unless the Property is subdivided into five lots, as described in Subsection B below, after the final adoption of this ordinance**
- B. That one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres.**

Letters of Objection:

Staff has not received any letters of objection as of August 1, 2025.

Attachments:

Survey
Application
Maps
Aerial
Site Photo
PowerPoint Presentation



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as a 9.456-acre tract of land out of the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas (the "Property"), said Property being more fully described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes. Said special exception shall allow a reduced minimum lot area for four lots on the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

- A. That said special exception shall be of no force or effect unless the Property is subdivided into five lots, as described in Subsection B below, after the final adoption of this ordinance.
- B. That one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres.

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

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

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

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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

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

Council members voting “AYE”:

Council members voting “NAY”:

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

Council members voting “AYE”:

Council members voting “NAY”:

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

Design Envelope ID: 822K3DA-12F-45DB-BF9-AC5A81ED387F

 MIDLAND Planning Division		Special Exception Application		Project Number: _____	
				Case Number: _____	
Applicant (if acting as Agent, see affidavit on page 2)					
Printed Name: <u>Wynn AS GUNDEL</u>				Phone () _____	
Address _____				Email: _____	
City _____		State _____		Zip _____	
Property Owner					
Printed Name: RYAN AND HEATHER ROWLAND				Phone (806) 790-4554	
Address <u>7609</u> _____ <u>Midland</u> <u>TX</u>				Email: <u>heather.l.rowland@gmail.com</u>	
City: MIDLAND		State: TX		Zip: 79705	
Representative (if different from Applicant or Property Owner)					
Firm: MAVERICK ENGINEERING				Phone (432) 262-0999	
Printed Name: ASHLEE DOYNE				Email: <u>adovine@maverick-eng.com</u>	
Address: 1900 W WALL STREET, SUITE K		City: MIDLAND		State: TX Zip: 79701	
Street Address: 4504 MOCKINGBIRD LANE					
Legal Description					
Lot _____		Block _____		Subdivision: SEE ATTACHED SURVEY	
Current Zoning: AE					
This property qualifies as an exception to the City Code because:					
☐ It is an expansion of a nonconforming use.					
☐ There are existing nonconforming structures in the area.					
☐ The addition of architectural or other projections of a minor extent.					
Reason for Request: <u>TO CREATE LOTS THAT ARE UNDER THE 2-ACRE REQUIREMENT</u>					
Submittal and Fees					
Items to be submitted with this application form:					
• Application Fee – Payable to the 'City of Midland'					
• Dimensioned Site Plan showing:					
• Parking					
• Building Footprint					
• Digital Copies of Site Plan (PDF/JPEG)					

DocuSign Envelope ID: 83260E3A-121F-45DB-B9F9-ACDAB1E2387F

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 7/9/2025
Property Owner (printed): Ryan Crawford	

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

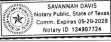
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Miller, who, being by me duly sworn, upon oath says: That (s)he is authorized by Debbie Ann Koon, Esq., 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.

Subscribed and sworn to before me, this 9th day of July, 2025, to certify which witness my hand and seal of office.

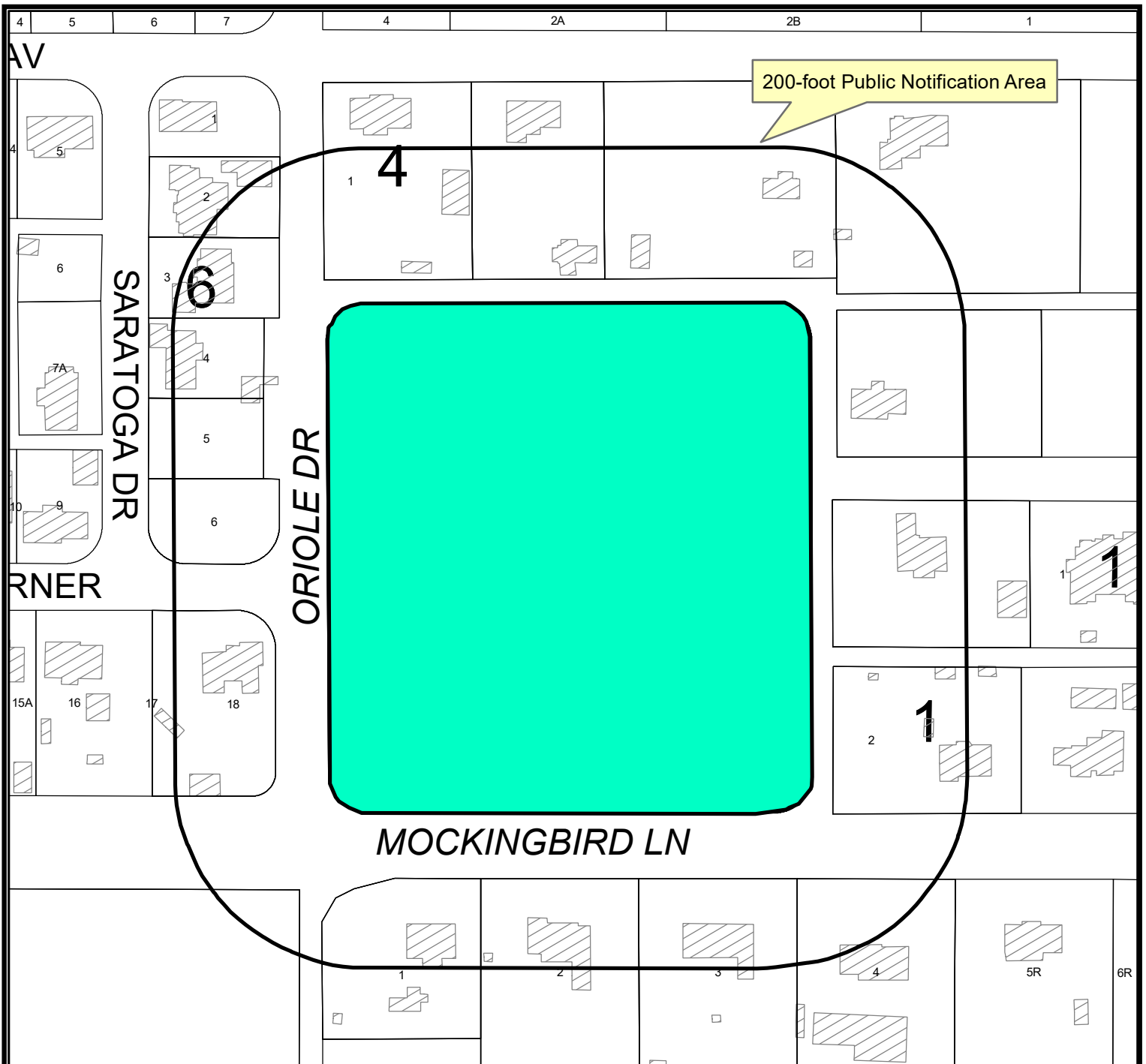


NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Authorized Agent (signature)

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # <u>5436</u>	
Received By: <u>Alexis</u>	RECEIVED
	JUL 09 2025
	Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****
Special Exception Application 2 Revised 12/8/16



Location Map

E-25-0143

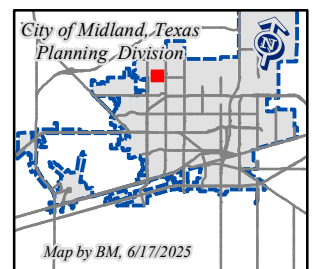
Scale: 1" = 186'

Consider a request by Maverick Engineering, on behalf of Ryan and Heather Rowland, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for a 9.456-acre tract of land located in the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of Oriole Drive and Mockingbird Lane. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

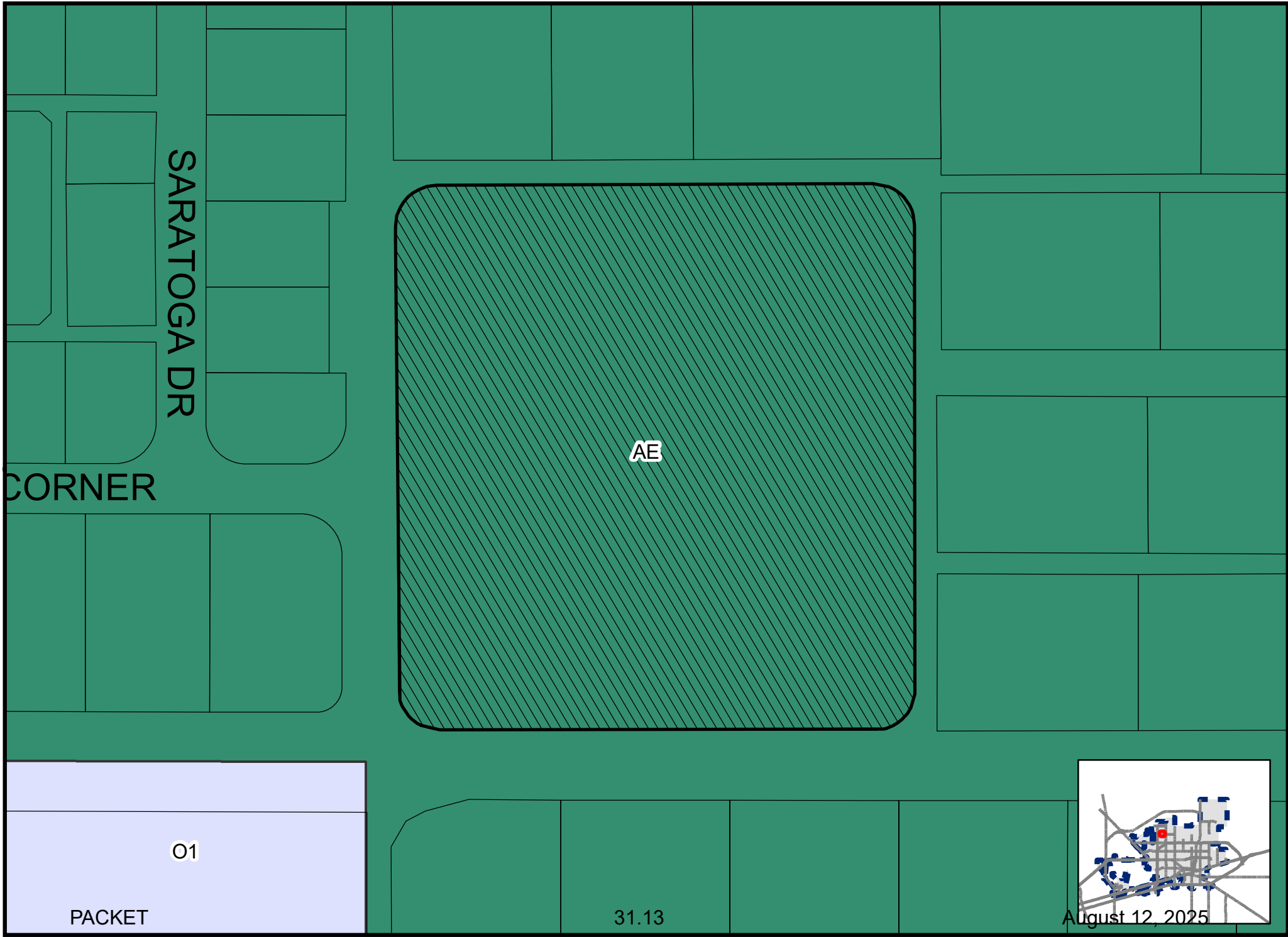
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A LICENSED SURVEYOR FOR ANY OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

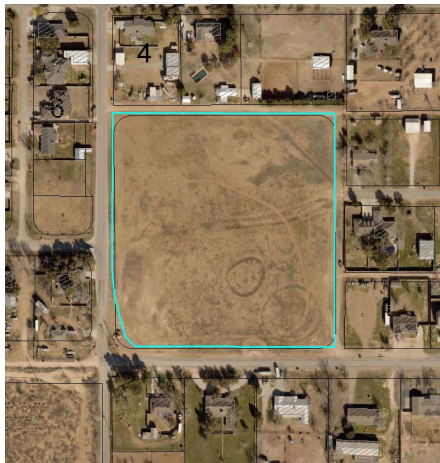
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PACKET

31.12

August 12, 2025





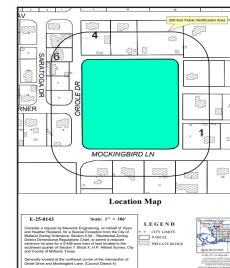




APPLICATION SUMMARY

- **Applicant/Property Owner:** Ryan and Heather Rowland
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 4504 Mockingbird Lane (Council District 4)
- **Reason for Request:** For a reduced minimum lot size for four proposed residential lots

2



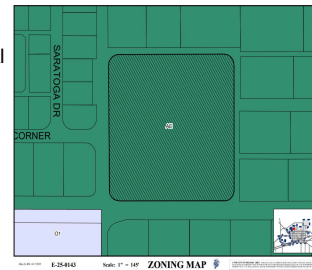
3

- [illegible]



ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
 - **North/South/East/West:** AE, Agricultural Estate District



4



LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
 - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing





On Mockingbird Lane, Looking North

6



RELATED ITEMS

- In addition to the special exception request, the property is currently in the platting process. The preliminary plat associated with this property is scheduled for the August 18, 2025, Planning and Zoning Commission Meeting.

8



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:
 - A. That said special exception shall be of no force or effect unless the Property is subdivided into five lots, as described in Subsection B below, after the final adoption of this ordinance.
 - B. That one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres.

9







City Council Meeting

Item Number: 32
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Brandon McMorries and Adrian Hernandez, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the property located on 6500 Gladiola Avenue in order to develop two residential lots.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The subject property, located at 6500 Gladiola Avenue, is currently the site of a single-family

residence. The applicant is requesting a special exception to reduce the minimum lot area to allow the property to be subdivided into two lots with both being 0.50 acres. The subject property is approximately 21,774 square feet.

Per the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area required within the CE, Country Estate District, is 43,560 square feet (1.00 acre). The property located at 6500 Gladiola currently consists of a 1.00-acre parcel. In addition to the special exception request, the property is currently being replatted. The proposed subdivision would create two lots, each comprising approximately 21,774 square feet (0.50 acres), which does not meet the minimum lot size requirement for the district.

It is also noted that several properties located directly south of the subject parcel are existing nonconforming lots, each with a lot area below the minimum threshold established by the CE zoning district.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Oil & Gas Review (Approved)

No Oil & Gas issue for Zoning.

Engineering: (Approved)

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

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved):

Staff recommends approval of this request, as it will not adversely impact the safety, comfort, or well-being of the area's occupants who are currently benefitting from lots smaller than the

minimum required by the zoning district.

Staff recommends approval of this request subject to condition A.

Condition:

- A. That said special exception shall be of no force or effect unless the Property is subdivided into no more than two lots after the final adoption of this ordinance; provided, however, that each lot shall have an area of 0.5 acres.**

Letters of Objection:

Staff has not received any letters of objection as of August 1, 2025.

Attachments:

Meets and Bounds (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

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

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as a 1.0-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co.

Survey, City and County of Midland, Texas (the "Property"), said Property being more fully described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes. Said special exception shall allow a reduced minimum lot area for all lots on the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

That said special exception shall be of no force or effect unless the Property is subdivided into no more than two lots after the final adoption of this ordinance; provided, however, that each lot shall have an area of 0.5 acres.

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

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

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

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

EXHIBIT "A"

A description of a 1.0 acre tract of land out of the East half of the Southeast 1/4 of Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, near F.M. Highway 868, and being otherwise known as Tract 123, Llano Estacado (First Part), said 1.0 acre tract being described more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "BRADSHAW" found for the Northeast corner of this tract, also being the Northwest corner of Tract 122, from which the Southeast corner of said Section 23 bears S 15°19'30" E a distance of 2640 feet and N 74°22'00" E a distance of 584.50 feet;

THENCE S 15° 22' 23" E (record S 15°19'30" E) along the East line of said Tract 123 and the West line of said Tract 122 at a distance of 10.0 feet pass the South line of a 10' alley, at a distance of 129.92 feet pass a 1/2" iron rod with cap marked "BRADSHAW" found in the North right-of-way line of Gladiola Avenue, in all a total distance of 159.92 feet (record 160.00 feet) to a nail in the centerline of said Gladiola Avenue;

THENCE S 74° 22' 00" W along the centerline of said Gladiola Avenue a distance of 272.06 feet (record 272.00 feet) to a point in the centerline of said Gladiola Avenue for the Southeast corner of Tract 124 and the Southwest corner of this tract;

THENCE N 15° 20' 24" W (record N 15°19'30" W) along the east line of said Tract 124 and the West line of this tract at a distance of 30.00 feet pass a 1/2" iron rod with cap marked "RPLS 4170" found in the North right-of-way line of said Gladiola Avenue, at a distance of 149.91 feet pass a 1/2" iron rod with cap marked "RPLS 4170" found in the South line of a 10' alley, in all a total distance of 159.91 feet (record 160.00 feet) to a 1/2" iron rod with cap marked "RPLS 4170" set for the Northeast corner of said Tract 124 and the Northwest corner of this tract;

THENCE N 74° 21' 47" E (record N 74°22'00" E) a distance of 271.97 (record 272.00 feet) to the POINT OF BEGINNING.

	Special Exception Application	Project Number: _____ Case Number: _____
---	--------------------------------------	---

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: See Representative		Phone () Email	
Address	City	State	Zip

Property Owner Printed Name: Brandon McMorries & Adrian Hernandez		Phone (432) 664-8264 Email ahernand202000@yahoo.com brandon@brandonmcmorries.com	
Address PO Box 11	City Stanton	State TX	Zip 79782

Representative (if different from Applicant or Property Owner) Firm: Maverick Engineering Printed Name:		Phone (432) 270-1645 Email adevine@maverick-eng.com	
Address 1909 W. Wall Street Suite K	City Midland	State TX	Zip 79701

Street Address: 6500 Gladiola Ave	
Legal Description Lot: 123 Block: Subdivision: Llano Estacado (see also attached proposed replat)	

Current Zoning: CE
This property qualifies as an exception to the City Code because: ☒ It is an expansion of a nonconforming use. ☐ There are existing nonconforming structures in the area. ☐ The addition of architectural or other projections of a minor extent.
Reason for Request: Applicant is seeking to replat Tract 123 of Llano Estacado (1.00-acre) into 2 lots less than the 1-acre min required by existing zoning. Other areas directly south are also non conforming lots. Restrictive covenants allow for a min lot size of 10,000 sf

Submittal and Fees Items to be submitted with this application form: - Application Fee – Payable to the 'City of Midland' - Dimensioned Site Plan showing: - Parking - Building Footprint - Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): <u>Ashlee Devine</u>	Date: <u>6/23/25</u>
Applicant (printed): <u>Ashlee Devine</u>	
Property Owner (signature): <u>Brandon McMorries</u>	Date: <u>6/17/2025</u>
Property Owner (printed): <u>Brandon McMorries</u>	
The Special Exception 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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Brandon McMorries, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 23rd day of June, 20 25, to certify which witness my hand and seal of office.



SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

[Signature]
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>5410</u>	
Received By: <u>Bea</u>	Date: <u>6/24/25</u>

RECEIVED

JUN 24 2025

Initial: _____

SignaturesApplicant (signature): Ashlee DevineDate: 6/23/25Applicant (printed): ASHLEE DEVINEProperty Owner (signature): ADRIAN HERNANDEZ

Date: 6/17/2025

Property Owner (printed): ADRIAN HERNANDEZ

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

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

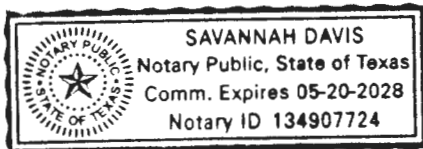
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Adrian Hernandez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 23rd day of June, 20 25, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY☐ Property Owner Authorization☐ Dimensioned Site Plan☐ Application Fee☐ Plans in Digital Format (PDF/JPEG)

Check # _____

Received By: [Signature]Date: 6/24/25**RECEIVED**

JUN 24 2025

Initial: _____

EXHIBIT "A"

A description of a 1.0 acre tract of land out of the East half of the Southwest 1/4 of Section 23, Block 40, T-1S, R4P-RR Co. Survey, Midland County, Texas, near F.M. Highway 968, and being otherwise known as Tract 123, Luno Edwards Trust Part, said 1.0 acre tract being described more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "BKAQS144W" found for the Northwest corner of the tract, 960 being the Northwest corner of Tract 122, from which the Southeast corner of said Section 23 bears S 18°19'20" E a distance of 2640 feet and N 74°22'00" E a distance of 584.00 feet;

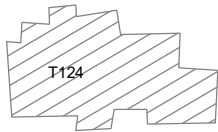
THENCE S 13°12'22" E (record S 12°18'20" E) along the East line of said Tract 120 and the West line of said Tract 122 at a distance of 161.0 feet pass the South line of a 1/2" alley, at a distance of 129.92 feet pass a 1/2" iron rod with cap marked "BKA20144W" found in the North right-of-way line of Glasdole Avenue, at a total distance of 159.75 feet (record 160.00 feet) to a call in the centerline of said Glasdole Avenue;

THENCE S 74°12'12" W along the centerline of said Glasdole Avenue a distance of 272.06 feet (record 272.00 feet) to a point in the centerline of said Glasdole Avenue for the Southeast corner of Tract 124 and the Southwest corner of this tract;

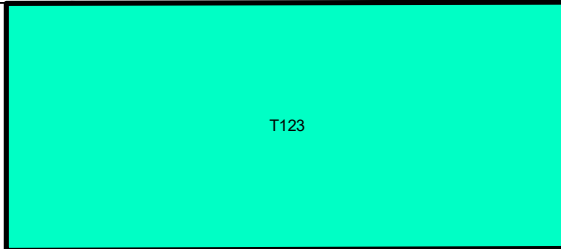
THENCE N 10°10'24" W (record N 10°19'30" W) along the east line of said Tract 124 and the West line of this tract at a distance of 30.00 feet pass a 1/2" iron rod with cap marked "RPLS 41717" found in the North right-of-way line of said Glasdole Avenue, at a distance of 749.91 feet pass a 1/2" iron rod with cap marked "RPLS 41717" found in the South line of a 1/2" alley, at a total distance of 159.91 feet (record 160.00 feet) to a 1/2" iron rod with cap marked "RPLS 41717" set for the Northeast corner of said Tract 124 and the Northwest corner of this tract;

THENCE N 74°21'47" E (record N 74°22'00" E) a distance of 271.97 (record 272.00 feet) to the POINT OF BEGINNING.

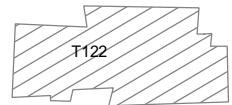
200-foot Public Notification Area



T124



T123

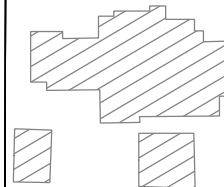


T122

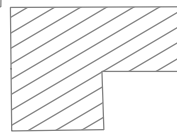
Gladiola Avenue



T117



T118



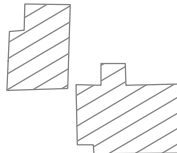
T119



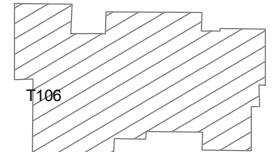
T108



T107



T106



Location Map

E-25-0141

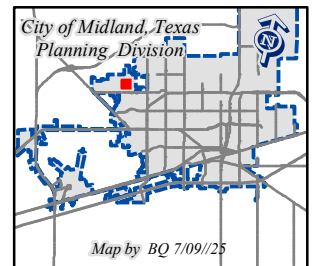
Scale: 1" = 600'

Consider a request by Maverick Engineering, on behalf of Brandon McMorries and Adrian Hernandez, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for a 1.0-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas

PACKET 32.12
Generally located on the north side of Gladiola Avenue, approximately 465 feet east of Golden Gate. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS



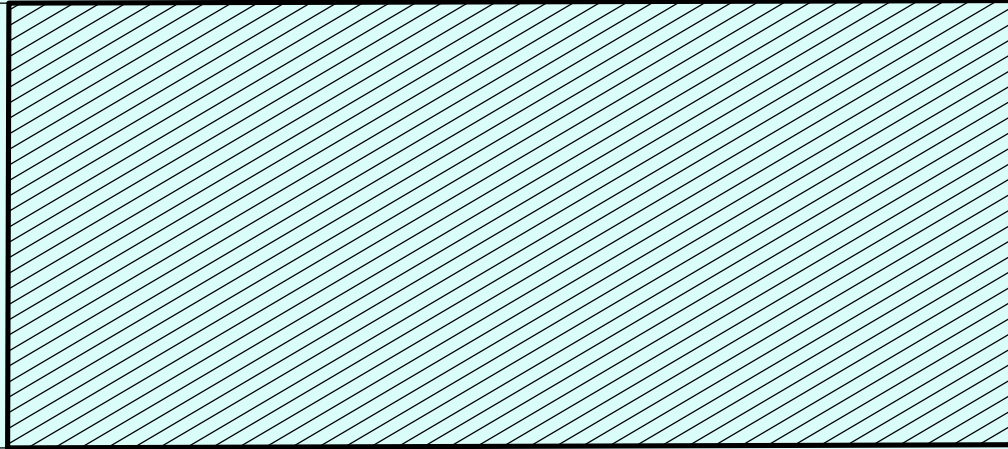
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A LICENSED SURVEYOR TO OBTAIN ADDITIONAL INFORMATION TO MAKE INFORMED 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.

August 12, 2025

SF1

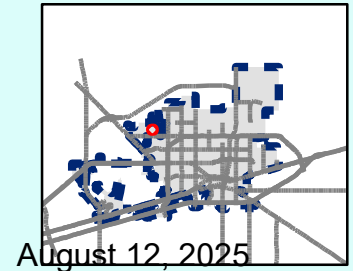


CE

GLADIOLA AV

PACKET

32.13



August 12, 2025



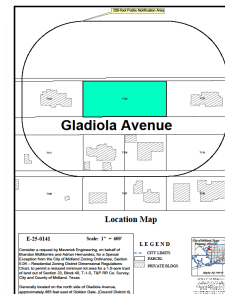






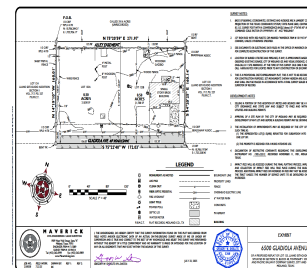
APPLICATION SUMMARY

- **Property Owner:** Brandon McMorries & Adrian Hernandez
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** [6500 Gladiola Ave (District 4)
- **Reason for Request:** To be able to subdivide the property into two lots, each comprising approximately 0.5 acres



DETAILS OF REQUEST

- **Code Requirement:** Lot size must be at least 1 acre
- **Variance Requested:** To allow property to be subdivided into two lots measuring 0.5 acres

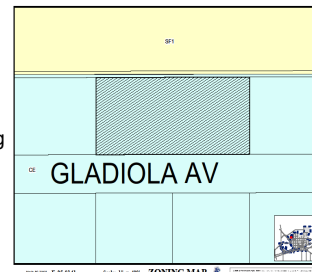


3



ZONING

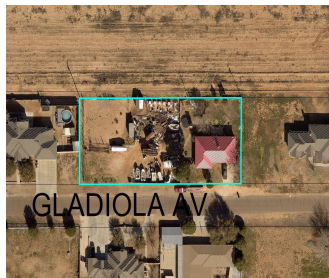
- **Current Zoning:** Country Estate District, CE
- **Surrounding Zoning:**
 - **North:** Single-Family Dwelling District, SF-1
 - **South/East/West:** Country Estate District, CE



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
 - **North:** Vacant
 - **South/East/West:** Residential





On Gladiola Avenue, Looking East

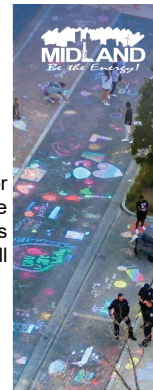
6



STAFF'S RECOMMENDATION

- No objections were received.
 - Staff recommends approval of this request with the following condition:
- A. That said special exception shall be of no force or effect unless the Property is subdivided into no more than two lots after the final adoption of this ordinance; provided, however, that each lot shall have an area of 0.5 acres.

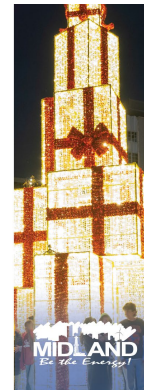
8



STAFF'S RECOMMENDATION

- C. [Condition per ordinance]
- D. [Condition per ordinance]
- E. [Condition per ordinance]

9







City Council Meeting

Item Number:

Meeting Date: August 12, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Matthew Johns is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09– Accessory Buildings and Uses, to permit reduced side and front yard setbacks on the west and south side of the property to allow for two accessory buildings at a property located at 3217 Lockheed Drive.

Recommended City Council Action:

Approval

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned SF-1, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum setback requirement is fifteen (15') feet for the SF-1, Single-Family Dwelling District. The applicant would like to reduce the side and rear yard setbacks to one foot (1') to allow for the addition of two accessory buildings.

The applicant is requesting this special exception to add two accessory buildings located at 3217 Lockheed Drive. However, with the side and rear yard setbacks for SF-1, Single-Family Dwelling District, being 15 feet, it is not currently possible to do so. With reduced side and rear yard setbacks of 1 foot, the applicant would be allowed to add the accessory buildings.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

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

Code Compliance: (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)

No objection. [For the Applicant's information only.]

Oil & Gas: (Approved)

No Oil & Gas issues for Zoning.

Planning (Approved):

The 15-foot minimum side and front yard setbacks for accessory buildings in SF-1 does not allow for the applicant's request to add two accessory buildings. Granting this special exception would reduce the front and side yard setback to 1 foot and therefore allow for the applicant to add the accessory buildings while also being in compliance.

Staff recommends approval of this request, subject to the following special conditions:

Conditions:

- A. That the minimum side yard setback on the west side of the Property shall be one (1') foot.**
- B. That the minimum rear yard setback shall be one (1') foot.**
- C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the accessory buildings identified as "Shed #1" and "Shed #2" 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 August 1, 2025.

Attachments:

Exhibit A
Application
Maps
PowerPoint



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST 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 west 72.5 feet of Lot 4, Block 6, Skyline Heights Addition, City and County of Midland, Texas (the “Property”). Said special exception shall allow (1) a reduced minimum side yard setback on the west 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 west side of the Property shall be one foot (1’).
- B. That the minimum rear yard setback shall be one foot (1’).
- C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the accessory buildings identified as “Shed #1” and “Shed #2” in the site plan, which is attached hereto as Exhibit A and incorporated herein.

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

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

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

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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

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



Special Exception Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Matthew Johns

Phone (432) 202-5635

Email
blackthorne2911@gmail.com

Address 3217 Lockheed Dr

City Midland

State TX

Zip 79701

Property Owner

Printed Name: Matthew Johns

Phone (432) 202-5635

Email
blackthorne2911@gmail.com

Address 3217 Lockheed Dr

City Midland

State TX

Zip 79701

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Matthew Johns

Phone (432) 202-5635

Email
blackthorne2911@gmail.com

Address

City

State

Zip

Street Address: 3217 Lockheed Dr Midland, TX 79701**Legal Description**

Lot: 4

Block: 6

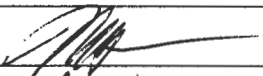
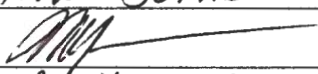
Subdivision: Skyline Heights

Current Zoning:**This property qualifies as an exception to the City Code because:**

- ☐ It is an expansion of a nonconforming use.
- ☒ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: The 2019 setback restrictions prevent me from building a detached accessory building almost anywhere within my property lines. There are numerous sheds near/next to me that do not follow these setback limits whether it is my neighbors or another corner lot.**Submittal and Fees****Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
 - Parking
 - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): <u></u>	Date: <u>6/25/25</u>
Applicant (printed): <u>Matthew Johns</u>	
Property Owner (signature): <u></u>	Date: <u>6/25/25</u>
Property Owner (printed): <u>Matthew Johns</u>	
<i>The Special Exception 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.</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.

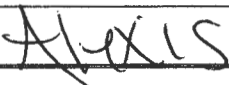
STATE OF TEXAS
COUNTY OF MIDLAND

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)

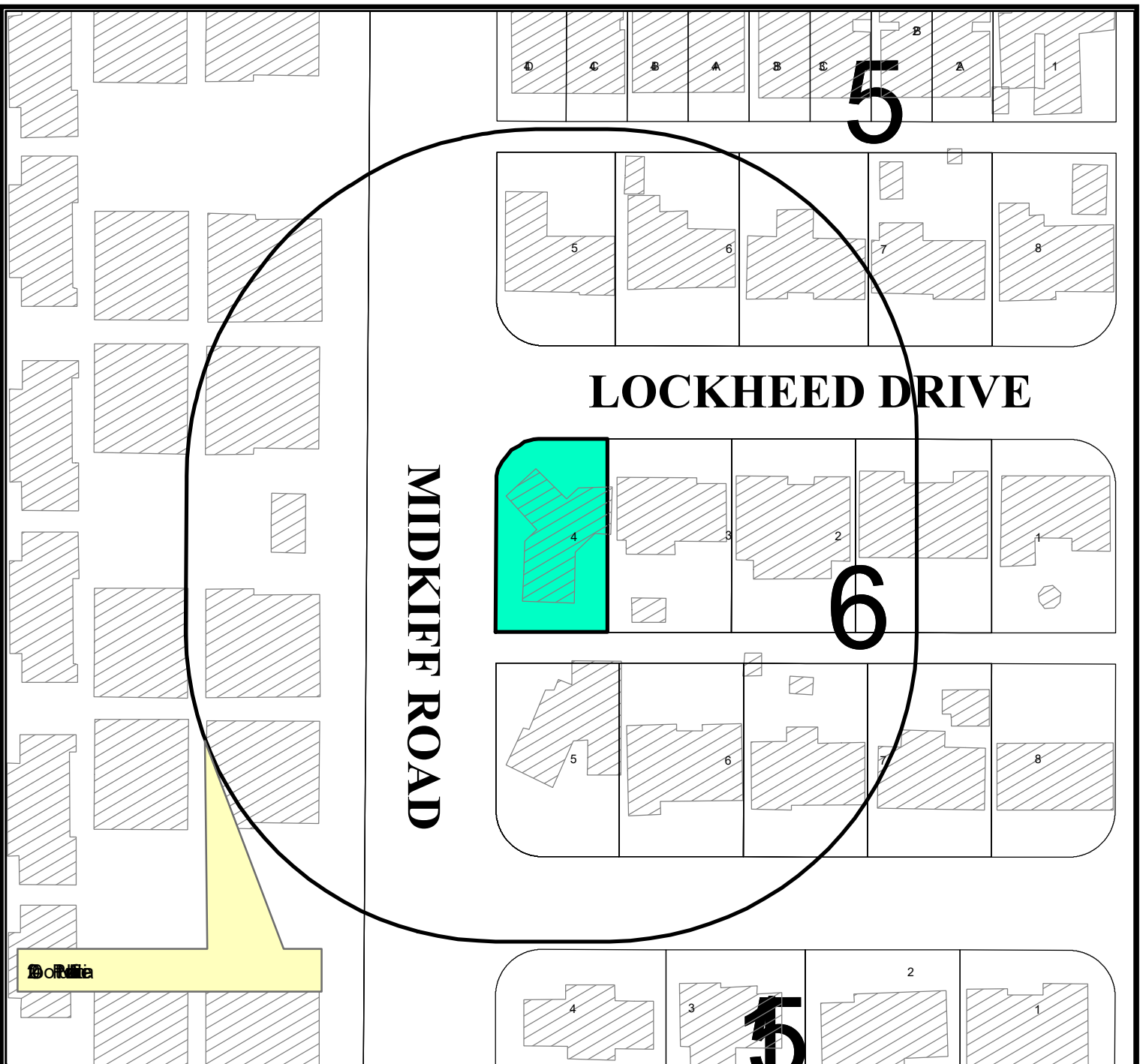
Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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







Location Map

E-25-0142

Scale: 1" = 1,117'

Consider a request by Matthew Johns for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09- Accessory Buildings and Uses, to allow for (1) a reduced minimum side yard setback and (2) a reduced minimum rear yard setback for two accessory buildings on the west 72.5 feet of Lot 4, Block 6, Skyline Heights Subdivision, City and County of Midland, Texas.

General location at the southeast corner of the intersection of Midkiff Road and Lockheed Drive. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A LICENSED SURVEYOR FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

August 12, 2025

MF16

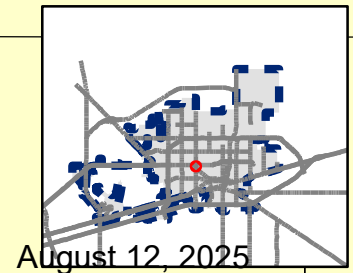
MIDKIFF ROAD

LOCKHEED DRIVE

SF1

PACKET

33.14



August 12, 2025







**SPECIAL EXCEPTION
3217 LOCKHEED DRIVE**

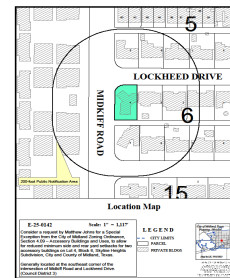


Visit Our Website

MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant/Property Owner/Representative:** Matthew Johns
- **Location:** 3217 Lockheed Drive
- **Reason for Request:** to request reduced minimum side and rear yard setbacks to allow for two accessory buildings



DETAILS OF REQUEST

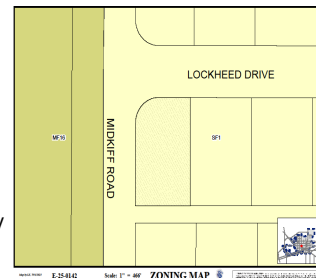
- **Code Requirement:** Section 4.09- Accessory Buildings and Uses: minimum side yard and rear yard setback requirement is fifteen (15') for corner lots between 7500 square feet and 21,999 square feet
- **Variance Requested:** Applicant requests minimum side and rear yard setbacks of one (1') foot



3

ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
 - **North/South/East:** SF-1, Single-Family Dwelling District
 - **West:** MF-16, Multiple-Family Dwelling District



4



LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
 - **North/South/East/West:** Residential
- **Proposed Use:** Residential





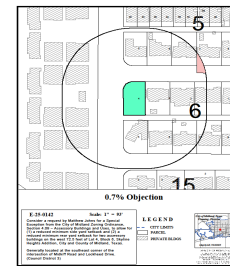
On Lockheed Drive, Looking South

6



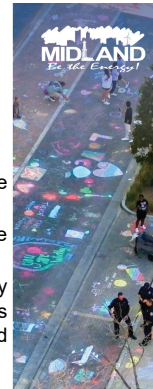
OBJECTIONS

- One objection has been received resulting in a 0.7% objection percentage. Supermajority vote is not required for approval.
- Protestors voiced concerns about the building on the (west) side yard being a sight obstruction when turning left from Lockheed Drive onto Midkiff Road.



STAFF'S RECOMMENDATION

- One objection was received.
- Staff recommends approval of this request with the following conditions:
 - A. That the minimum side yard setback shall be one foot (1').
 - B. That the minimum rear yard setback shall be one foot (1').
 - C. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.







City Council Meeting

Item Number: 34
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Planet Paintless, is requesting a Zone Change for a property located at 3415 West Wall Street from RR, Regional Retail District, to C, Commercial District, to be able to operate an automobile body shop which is not allowed in the current zoning.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality Of Life And Place

Discussion:**Current Zoning:**

RR, Regional Retail District

Surrounding Zoning and Land Use:

The adjacent property to the west and east is zoned RR, Regional Retail and is currently being used as a hotel. The properties to the north are zoned RR, Regional Retail District being used as print shop and PD, Planned Development for a Transition District and it is being operated as a medical clinic. The property to the south is zoned C, Commercial District and it is being used as a hotel.

Analysis:

The subject property, located at 3415 W. Wall Street, was previously utilized as a window tinting business. The applicant is requesting a zoning change to permit the operation of an automobile body shop, a use that is not currently allowed under the existing zoning designation. The surrounding area is characterized by a concentration of vehicle-related businesses, and the proposed use would be consistent with the prevailing land use pattern. Approving this request would promote a more cohesive and compatible commercial corridor along W. Wall Street.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates the area as a Special Study Area (SPA) and no specific policies have been established for it at this time.

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.

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.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from **Engineering**

and Traffic Operations. [For Applicant's Information Only.]

Oil & Gas: (Approved)

No Oil & Gas issues for Zoning.

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 from an initial zoning of RR, Regional Retail District to C, Commercial District.

Letters of Objection:

As of August 1, 2025, Staff has not received any letters of objection.

Attachments:

Application
Plat
Location Map
Zoning Map
Aerial
Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.96-acre tract of land out of the southwest quarter of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to C, Commercial District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to C, Commercial District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

GF# 1901552400424

After Recording Return to:
Planet Paintless, LLC
1902 W Florida Ave.
Midland, TX 79701

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: December 31, 2024

Grantor: ARCY Properties, LLC, a Texas limited liability company

Grantee: Planet Paintless, LLC

Grantee's Mailing Address: 1902 W Florida Ave., Midland, TX 79701

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a Note of even date herewith executed by Grantee and payable to the order of CITY BANK ("LENDER") in the original principal sum of **ONE MILLION FOUR HUNDRED FORTY THOUSAND & NO/100 DOLLARS (\$1,440,000.00)**. The Note is secured by a superior vendor's lien and superior title retained in this Deed in favor of **Lender**, and by a first-lien deed of trust of even date from Grantee to Scott Blount, Trustee.

Property (including any improvements): FIELD NOTE DESCRIPTION OF A 0.96 ACRE TRACT OF LAND, OUT OF THE SOUTHWEST 1/4 OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.96 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10688896.83, E:1745631.10) MARKED "BRADSHAW" IN THE EAST RIGHT-OF-WAY LINE OF WEST WALL STREET FOR THE SOUTHWEST CORNER OF THIS TRACT, FROM WHICH THE SW CORNER OF SAID SECTION 33 BEARS SOUTH 40°19'48" WEST 901.37 FEET AND SOUTH 14°12'57" EAST 812.00 FEET;

THENCE NORTH 40°17'03" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID WEST WALL STREET, 210.00 FEET TO A MAG NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT FROM WHICH A RAILROAD SPIKE FOUND BEARS NORTH 40°17'03" EAST 1.08 FEET;

THENCE SOUTH 49°42'57" EAST 200.00 FEET TO A MAG NAIL SET FOR THE

GENERAL WARRANTY DEED

PAGE 1 OF 4

EXHIBIT A

NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 40°17'03" WEST 210.00 FEET TO A REINF BAR SET FOR THE
SOUTHEAST CORNER OF THIS TRACT;
THENCE NORTH 49°42'57" WEST 200.00 FEET TO THE PLACE OF BEGINNING.

THAT Grantor, for and the Consideration has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY Grantee the Property; provided, however, that this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes ("Permitted Exceptions").

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in any and all easements, rights and appurtenances pertaining to the Property and in any strips and gores between the Property and abutting properties and any land lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; provided, however, this conveyance pursuant to this paragraph is made subject to all existing reservations from and exceptions to title and is made without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are hereby expressly excluded.

Reservations from Conveyance: None

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof; subject, however, to the Permitted Exceptions.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute, and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

Lender at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

Grantee assumes and agrees to pay standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

EXECUTED effective as of the 24 day of DEC-2024

GRANTOR:
ARCY Properties, LLC,
a Texas limited liability company

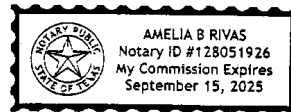
BY: [Signature]

NAME: Arturo Villaloba

TITLE: Owner

STATE OF TEXAS §
COUNTY OF Brewer §

This instrument was acknowledged before me on December 24, 2024 by
Arturo Villaloba, Owner of ARCY Properties, LLC,
a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public, State of Texas
Amelia B. Rivas

EXHIBIT A

Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Electric Service Company

Purpose: As provided in said document

Recording Date: October 1, 1959

Recording No: Volume 323, Page 478, Deed Records, Midland County, Texas

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: Project No. 80165-1

Dated: April 8, 2024

Prepared by: RJ Daum, Registered Professional Land Surveyor Number 4826

Matters shown: Rights of Third Parties in and to the overhead electric line(s), as shown. Power pole(s), as shown

**Midland County
Alison Haley
Midland County
Clerk**

Instrument Number: 347

eRecording - Real Property

Recorded On: January 06, 2025 08:15 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

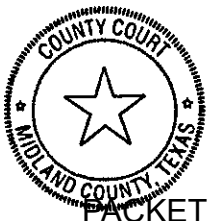
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 347
Receipt Number: 20250103000140
Recorded Date/Time: January 06, 2025 08:15 AM
User: Dyleana H
Station: cc10297

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF MIDLAND**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Midland County, Texas.

Alison Haley
Midland County Clerk
Midland County, TX

34.11

Alison Haley
August 12, 2025

 MIDLAND <i>Planning Division</i>		Zone Change/Planned District Amendment/Site Plan Approval		Project Number: _____	
				Case Number: _____	

Applicant <i>(if acting as Agent, see affidavit on page 2)</i> Printed Name: ASHLEE DEVINE			Phone (432) 262-0999 Email adevine@maverick-eng.com		
Address 1901 West Wall Street, Suite K		City Midland		State TX	Zip 79701

Property Owner Printed Name: PLANET PAINTLESS			Phone (432) 313-1603 Email planetpaintless@gmail.com		
Address 3415 WEST WALL STREET		City MIDLAND		State TEXAS	Zip 79701

Representative <i>(if different from Applicant or Property Owner)</i> Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE			Phone (432) 262-0999 Email adevine@maverick-eng.com		
Address 1909 W WALL STREET, SUITE K		City MIDLAND		State TX	Zip 79701

Street Address: 3415 WEST WALL STREET					
Legal Description Lot: Block: Subdivision: SEE ATTACHED					

Current Zoning: RR		Proposed Zone: C <i>(List by tracts if more than one district is requested)</i>	
Reason for Zone Change Request: THE CLIENT HAS AN AUTOMOTIVE SHOP AND IT IS NOT ALLOWED IN THE CURRENT ZONING			
Present Use of Property: AUTOMOTIVE SHOP			
Proposed Use of Property: AUTOMOTIVE SHOP			
How would this zone change affect the public health, safety and welfare? NO CHANGE			
Describe how conditions affecting the property have changed since present zoning designation: DEVELOPMENT OF AN AUTOMOTIVE SHOP			

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)	
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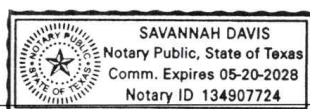
Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): 	Date: 6/27/2025
Property Owner (printed): Jonny Walker	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered 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.</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>	

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Planet Paintless or authorized by Jonny Walker, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 27th day of June, 2025, to certify which witness my hand and seal of office.



NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # <u>5434</u>	RECEIVED
Received By: <u>Bentley</u>	
Date: <u>JUL 09 2025</u>	Initial: _____

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

Special Exception Application

2

Revised 12/6/16

GF# 1901552400424

After Recording Return to:
Planet Paintless, LLC
1902 W Florida Ave.
Midland, TX 79701

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GENERAL WARRANTY DEED

Date: December 31, 2024

Grantor: ARCY Properties, LLC, a Texas limited liability company

Grantee: Planet Paintless, LLC

Grantee's Mailing Address: 1902 W Florida Ave., Midland, TX 79701

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a Note of even date herewith executed by Grantee and payable to the order of CITY BANK ("LENDER") in the original principal sum of **ONE MILLION FOUR HUNDRED FORTY THOUSAND & NO/100 DOLLARS (\$1,440,000.00)**. The Note is secured by a superior vendor's lien and superior title retained in this Deed in favor of **Lender**, and by a first-lien deed of trust of even date from Grantee to Scott Blount, Trustee.

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GENERAL WARRANTY DEED

PAGE 1 OF 4

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SOUTHEAST CORNER OF THIS TRACT;
THENCE NORTH 49°42'57" WEST 200.00 FEET TO THE PLACE OF BEGINNING.

THAT Grantor, for and the Consideration has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY Grantee the Property; provided, however, that this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes ("Permitted Exceptions").

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in any and all easements, rights and appurtenances pertaining to the Property and in any strips and gores between the Property and abutting properties and any land lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; provided, however, this conveyance pursuant to this paragraph is made subject to all existing reservations from and exceptions to title and is made without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are hereby expressly excluded.

Reservations from Conveyance: None

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof; subject, however, to the Permitted Exceptions.

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Grantee assumes and agrees to pay standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

EXECUTED effective as of the 24 day of DEC-2024

GRANTOR:

ARCY Properties, LLC,
a Texas limited liability company

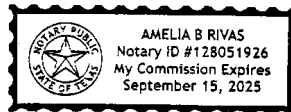
BY: [Signature]

NAME: Arturo Villaloba

TITLE: Owner

STATE OF TEXAS §
COUNTY OF Brewer §

This instrument was acknowledged before me on December 24, 2024 by
Arturo Villaloba, Owner of ARCY Properties, LLC,
a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public, State of Texas
Amelia B. Rivas

EXHIBIT A

Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Electric Service Company

Purpose: As provided in said document

Recording Date: October 1, 1959

Recording No: Volume 323, Page 478, Deed Records, Midland County, Texas

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: Project No. 80165-1

Dated: April 8, 2024

Prepared by: RJ Daum, Registered Professional Land Surveyor Number 4826

Matters shown: Rights of Third Parties in and to the overhead electric line(s), as shown. Power pole(s), as shown

**Midland County
Alison Haley
Midland County
Clerk**

Instrument Number: 347

eRecording - Real Property

Recorded On: January 06, 2025 08:15 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

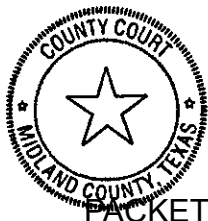
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 347
Receipt Number: 20250103000140
Recorded Date/Time: January 06, 2025 08:15 AM
User: Dyleana H
Station: cc10297

Record and Return To:

Corporation Service Company



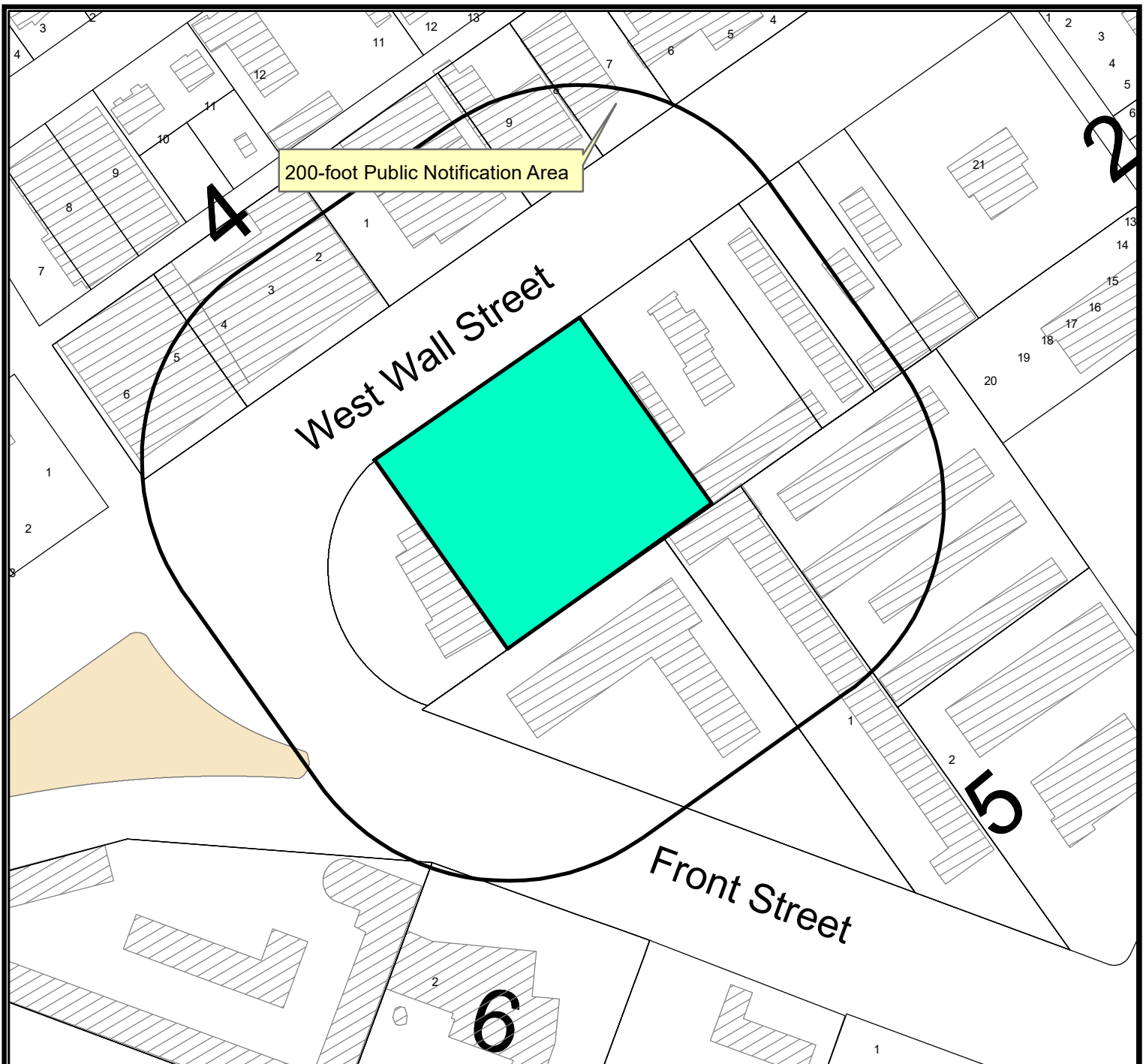
**STATE OF TEXAS
COUNTY OF MIDLAND**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX

34.18

Alison Haley
August 12, 2025



Location Map

Z-25-0434

Scale: 1" = '800

Consider a request by Maverick Engineering, on behalf of Planet Paintless, for a Zone Change from RR, Regional Retail District, to C, Commercial District, on a 0.96-acre tract of land out of the southwest quarter of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the east side of West Wall Street, approximately 85 feet north of Front Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

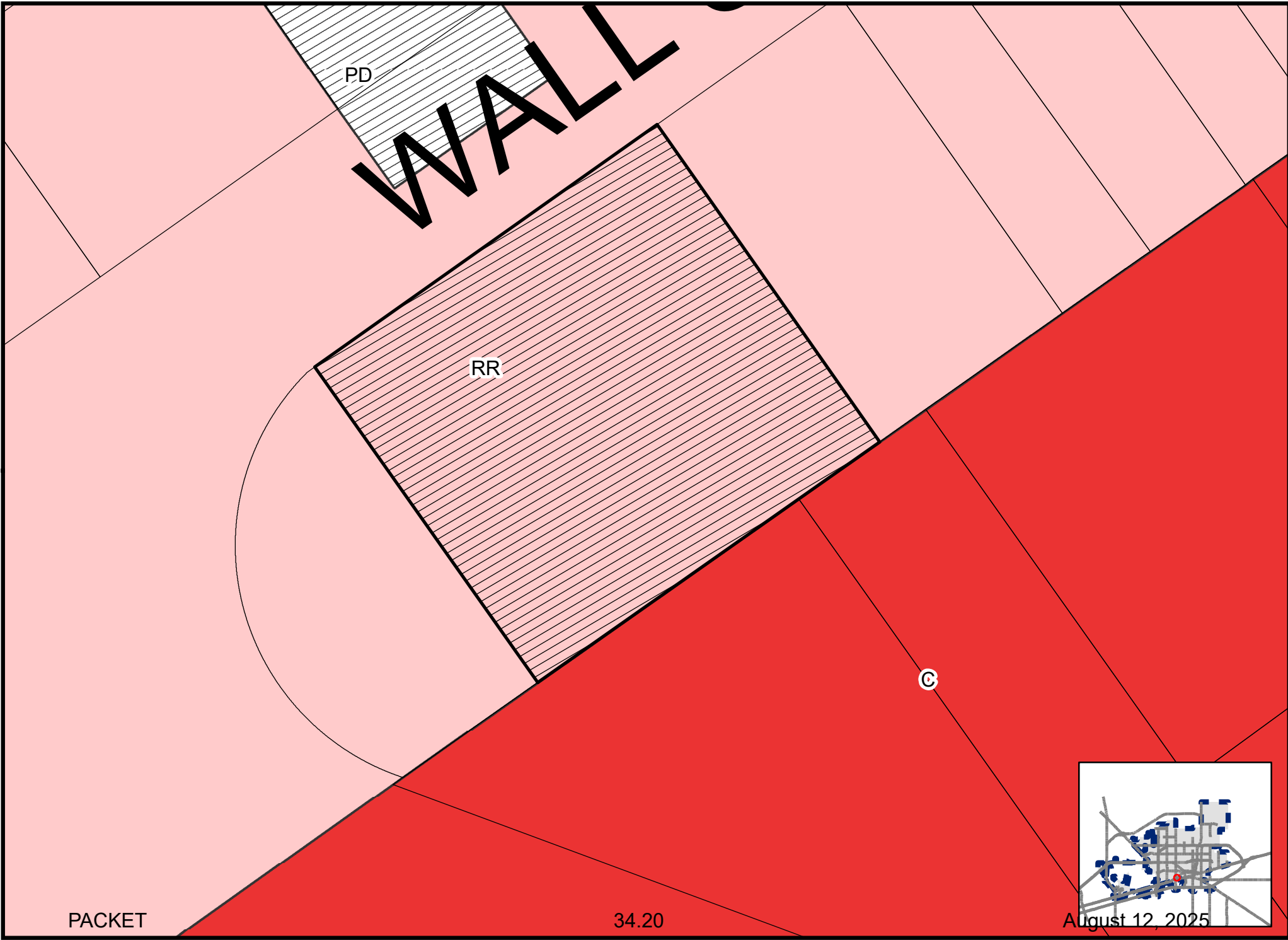


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. CONSULT A PROFESSIONAL SURVEYOR FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

August 12, 2025



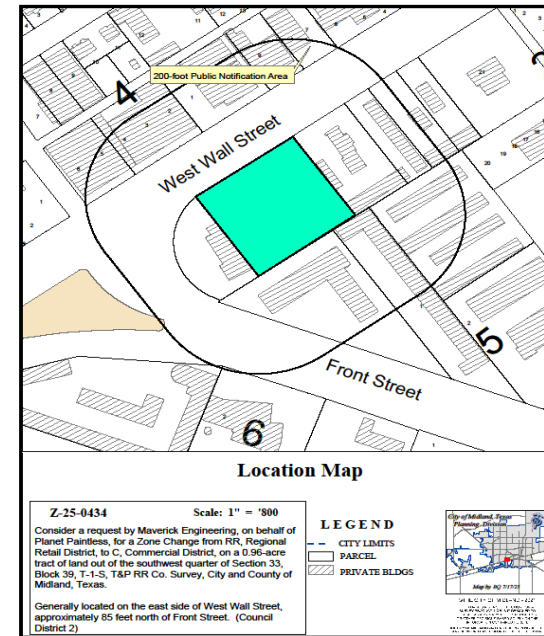






APPLICATION SUMMARY

- **Property Owner:** Planet Paintless
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 3415 West Wall Street (District 2)
- **Reason for Request:** To be able to operate an automotive shop

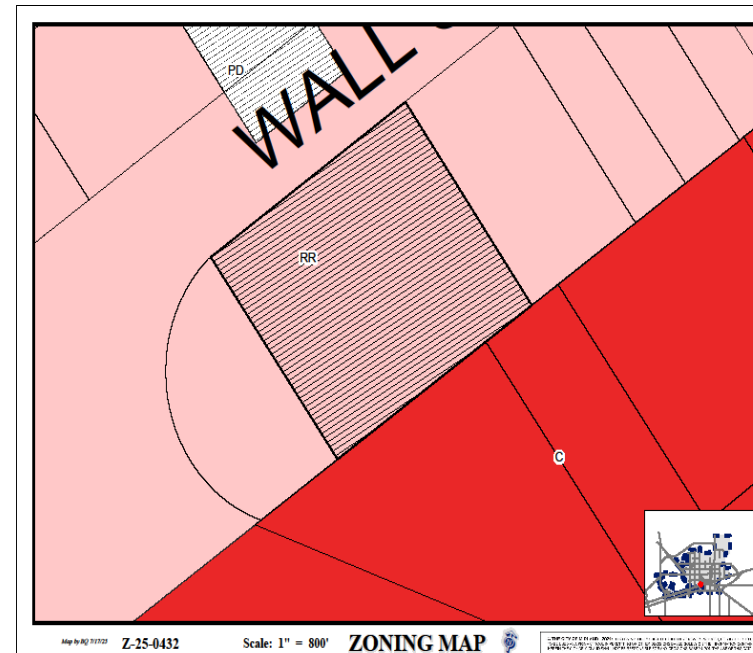


2



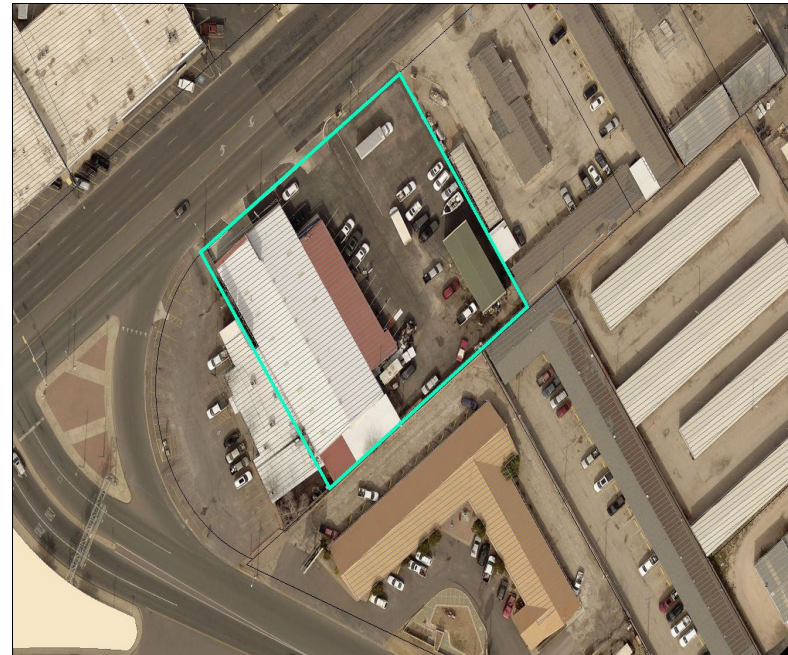
ZONING

- **Current Zoning:** RR, Regional Retail District
 - **Surrounding Zoning:**
 - **North:** PD, Planned Development District for a Transition District and RR, Regional Retail District
 - **South:** C, Commercial District
 - **East/West:** C, Commercial District
- 3 • **Proposed Zoning:** C, Commercial District



LAND USE

- **Current Use:** Automobile Body Shop
- **Surrounding Uses:**
 - **North:** Medical Clinic
 - **East/West/South:** Hotel
- **Proposed Use:** Automobile Body Shop



4





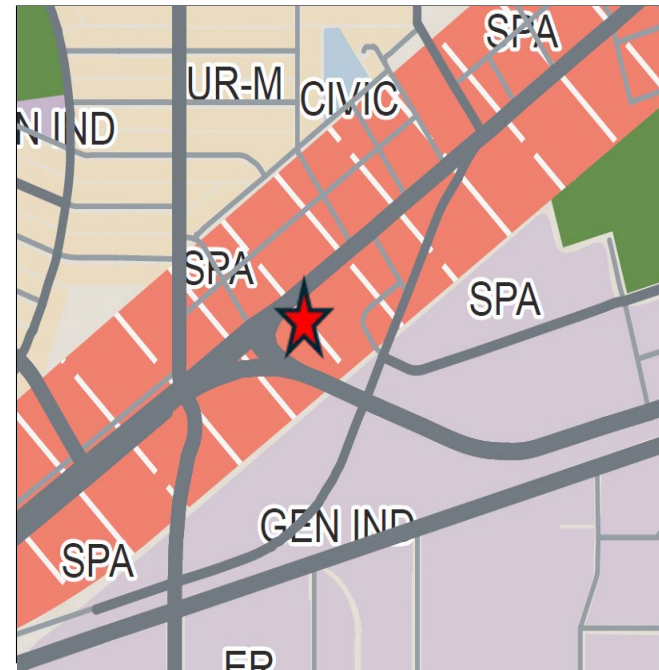
On West Wall, Looking East

5



COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area (SPA)
- **Supported Uses:** No policies are currently established for this area.
- The request is compatible with the Tall City Tomorrow Comprehensive Plan.



6

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on August 4, 2025.
- Staff recommends approval of this zone change request.

9



MISSION

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





City Council Meeting

Item Number: 35
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO COG OPERATING, LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELL: MASK HZ UNIT #1007LR; SAID WELL BEING GENERALLY LOCATED 1,925 FEET WEST OF NORTH A STREET EXTENSION AND 1,057 FEET NORTH OF PASSAGE WAY EXTENSION (PUBLIC HEARING ONLY) (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The proposed granting of an oil and gas well permit to COG Operating, LLC ("Operator") for the drilling of the following oil and gas well: MASK HZ UNIT #1007LR; said well being generally located 1,925 feet west of north A Street extension and 1,057 feet north of Passage Way extension. (public hearing only). Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

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

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval. COG Operating will be using 24 ft. tall sound walls on 3 of 4 sides of the location during drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, with power generation equipment that will be staged on pad behind sound barriers. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept

on the property and the Tank Battery for these wells will be located in the county. COG Operating is requesting the following variances:

- (1) requests to allow for twenty-four-hour fracing operations.
- (2) requests variance to the Road Repair Agreement due to no city streets will be used.
- (3) request a variance to the landscaping and irrigation due to no access to city water and the land is undeveloped.
- (4) requests variance to remove drill cuttings from the location

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display
City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/13/2025	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes <u>X</u> No <u> </u>	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.):		
No. 2 (Tele.):		
Option B: Justin Bethancourt 600 W. Illinois Ave. Midland, TX 79701 Office: (832) 290-3976 Cell: (832) 486-2713		
Company Compliance Representative (Name, Address, Local Telephone) (<i>ATTACH STATEMENT AS EXHIBIT A</i>):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Justin Bethancourt, Midland Basin North Operations Manager for ConocoPhillips, Cell: (832) 486-2713 ConocoPhillips Global Security – 24 Hour Emergency Hotline: (281) 293-1748 ConocoPhillips Corporate Crisis 24 Hour Hotline: (281) 293-3333		
Other Permitted Wells in City (<i>ATTACH EXHIBIT B</i> [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
<i>ATTACHED AS EXHIBIT C</i> is (a <i>Title Opinion</i> by _____, a <i>licensed Texas Attorney</i> /a <i>Title Commitment</i> by <i>Abstract</i> _____, a <i>licensed Texas Attorney</i>) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
<i>Company/a Take-off from</i> Caroline Hoban _____, a <i>Certified Petroleum Landman</i> /an <i>opinion letter</i> from _____, a <i>licensed Texas Attorney</i>) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Open Pasture Surface Ownership: See Exhibit "D"		
<i>ATTACHED AS EXHIBIT D</i> is (a <i>Title Opinion</i> by _____, a <i>licensed Texas Attorney</i> /a <i>Take-off</i> from _____, a <i>Certified Petroleum Landman</i> /Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1007LR

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 1925' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the ~~Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond~~ in the amount of at least \$25,000. ~~Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].~~

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" [See § J(35)]

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

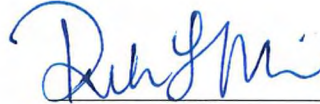
ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V is Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study/Mitigation Plan

CERTIFICATION OF APPLICATION

I, **Rebecca L. Morris**, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.



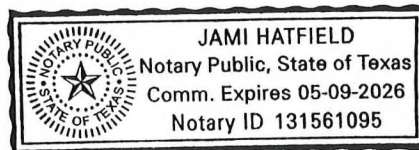
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 3rd day of May, 2025, by Rebecca L. Morris of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas



BLOCK 39 T-1-S,
T. & P. RR. CO. SURVEY

OCCIDENTAL PERMIAN LTD

10
A-877

10
A-1276

COLLINS & WALLACE
HOLDINGS, LLC.

1007LR

X = 1449353
Y = 877534

860'

500'

KAHLER FAMILY TRUST

BLOCK X,
H.P. HILLIARD SURVEY

NAD 27
GRID BEARINGS

SCALE: 1" = 300'
0' 150' 300'

*Property Lines Have NOT Been Surveyed on the Ground.



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1007LR_RADIUS



MASK HZ UNIT 1007LR RADIUS MAP

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 04/23

Revision: INT

DATE

ORIGINAL DOC. SIZE: 8.3517

COGO: 724-108888

Drawn By: YM; 05/06/2025



City Council Meeting

Item Number: 36
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-TILLMAN E1A 501H; NAIL-TILLMAN E1B 502H; NAIL-TILLMAN E1C 503H; NAIL-TILLMAN E1D 504H; NAIL-TILLMAN E1E 505H; AND NAIL-TILLMAN E1F 506H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 7,142 FEET AND 7,143 FEET NORTH OF OCCIDENTAL PARKWAY AND BETWEEN 4,373 FEET AND 4,473 FEET EAST OF STATE HIGHWAY 349. (PUBLIC HEARING ONLY) (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-TILLMAN E1A 501H; NAIL-TILLMAN E1B 502H; NAIL-TILLMAN E1C 503H; NAIL-TILLMAN E1D 504H; NAIL-TILLMAN E1E 505H; and NAIL-TILLMAN E1F 506H; said wells being generally located between 7,142 and 7,143 feet north of Occidental Parkway and between 4,373 and 4,473 feet east of State Highway 349. (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

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

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. A quiet type frac system will be used to complete the wells. A closed loop system will be used during drilling operations so no reserve pits will be used and drill cuttings will be removed from the property. The use of compression is requested which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

- (1) to the Road Repair Agreement due to no city streets be used.
- (2) to the landscaping and irrigation due to no access to city water.
- (3) to allow for twenty-four-hour fracing operations
- (4) for off-site drill cuttings disposal
- (5) to allow for compressors to be used for gas lift during the production phase

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display
City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 4/21/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas.		
Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland (See Exhibit D for details.)		
Currently undeveloped.		
ATTACHED AS EXHIBIT D is (a Title Opinion by, a licensed Texas Attorney/a Take-off from, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists		
Name(s) and address(es) of all surface owners within 860 feet of surface well location. [See § J(7)].		

PACKET

363

August 12, 2025

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman E1A 501H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

647' FNL, 1004' FEL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** N/A

(2) **Operations:** Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace 4/21/25
Its Regulatory Advisor

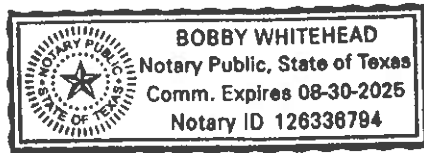
State of Texas)

County of Dallas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]





APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/29/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038		
24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
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Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
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ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC , a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from , a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas. Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland (See Exhibit D for details.) Currently undeveloped.		
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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman E1B 502H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

647' FNL, 984' FEL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

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ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** N/A

(2) **Operations:** Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Pioneer Natural Resources
[NAME OF COMPANY]

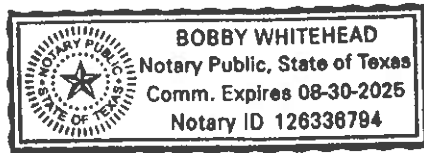
By Laura E Wallace 4/21/25
Its Regulatory Advisor

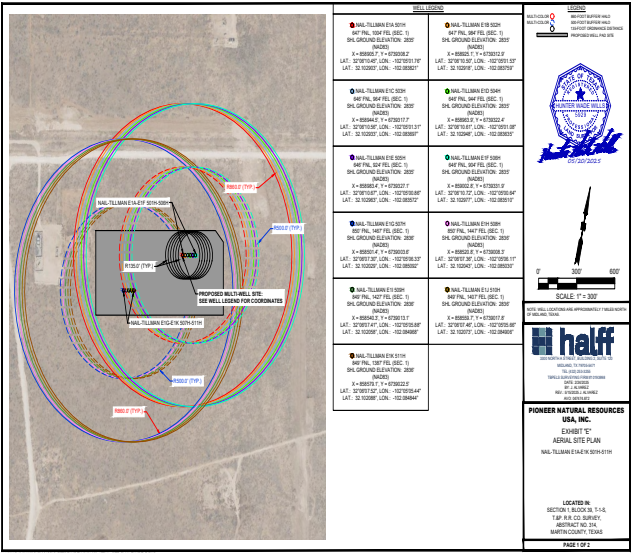
County of Dallas) State of Texas)

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[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]







APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/29/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
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PACKET

3615

August 12, 2025

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman E1C 503H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

646' FNL, 984' FEL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace 4/21/25
Its Regulatory Advisor

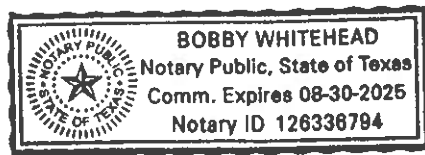
State of Texas)

County of Dallas)

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[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]





APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/29/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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PACKET

36121

August 12, 2025

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IV. Well & Operations Information

Proposed Well Name: Nail-Tillman E1D 504H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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Pioneer Natural Resources
[NAME OF COMPANY]

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Its Regulatory Advisor

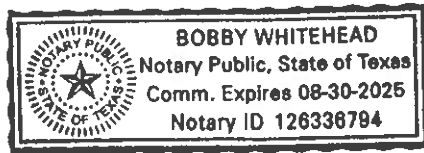
State of Texas)

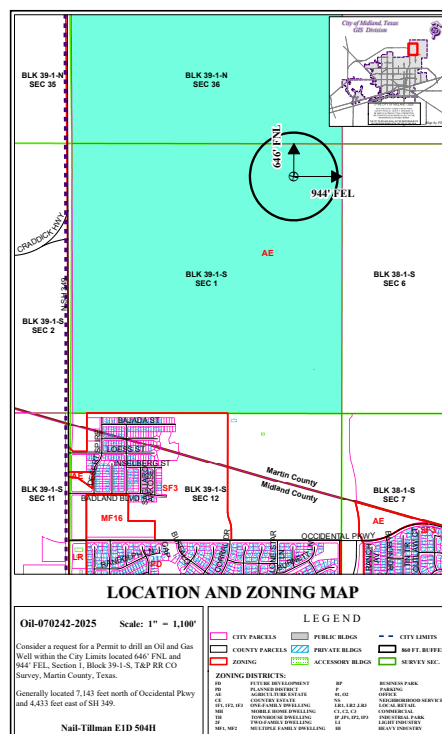
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PACKET

36127

August 12, 2025

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Proposed Well Name: Nail-Tillman E1E 505H

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[NAME OF COMPANY]

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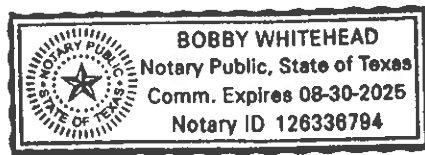
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PACKET

36163

August 12, 2025

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Pioneer Natural Resources
[NAME OF COMPANY]

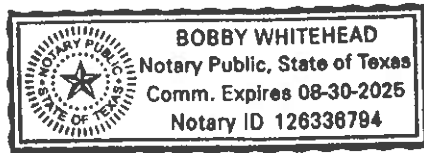
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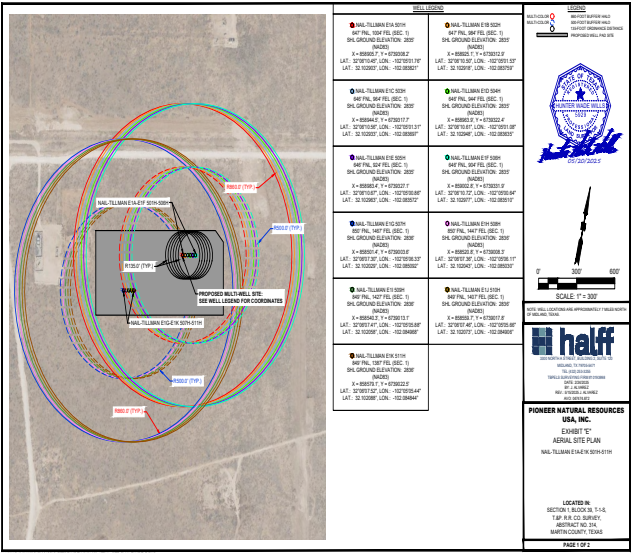
County of Dallas) State of Texas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]







City Council Meeting

Item Number: 37
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-BURLEY 6G 607H; NAIL-BURLEY 6H 608H; NAIL-BURLEY 6I 609H; NAIL-BURLEY 6J 610H; AND NAIL-BURLEY 6K 611H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 6,617 FEET AND 6,625 FEET NORTH OF OCCIDENTAL PARKWAY AND BETWEEN 6,183 FEET AND 6,263 FEET EAST OF STATE HIGHWAY 349. (PUBLIC HEARING ONLY) (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-BURLEY 6G 607H; NAIL-BURLEY 6H 608H; NAIL-BURLEY 6I 609H; NAIL-BURLEY 6J 610H; and NAIL-BURLEY 6K 611H; said wells being generally located between 6,617 feet and 6,625 feet north of Occidental Parkway and between 6,183 and 6,263 feet east of State Highway 349. (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

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

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. A quiet type frac system will be used to complete the wells. A closed loop system will be used during drilling operations so no reserve pits will be used and drill cuttings will be removed from the property. The use of compression is requested which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

- (1) to the Road Repair Agreement due to no city streets be used.
- (2) to the landscaping and irrigation due to no access to city water.
- (3) to allow for twenty-four-hour fracing operations
- (4) for off-site drill cuttings disposal
- (5) to allow for compressors to be used for gas lift during the production phase

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display
City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 05/29/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
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III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
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Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland and Jones Bros. Dirt & Paving (same as owner) (See Exhibit D for details.)		
Currently undeveloped.		
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IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6G 607H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

1103' FNL, 808' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace 4/21/25
Its Regulatory Advisor

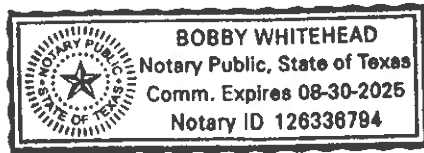
State of Texas)

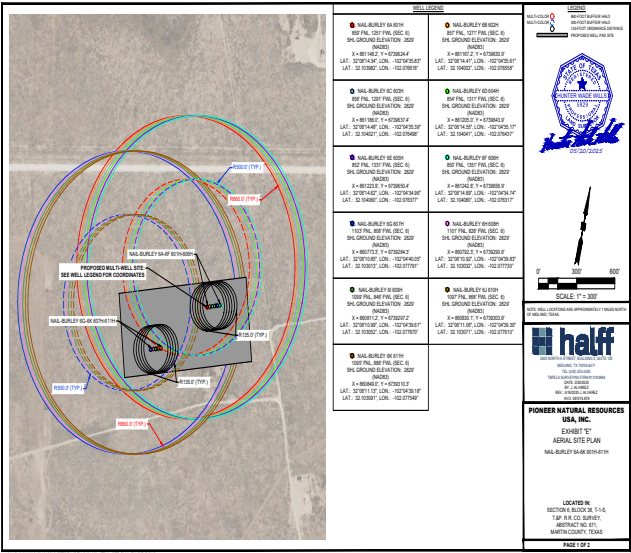
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[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]







APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
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Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
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Proposed Well Name: Nail-Burley 6H 608H

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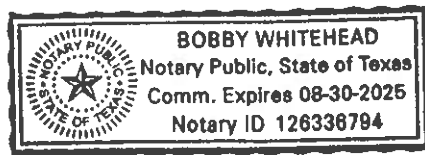
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PACKET

87115

August 12, 2025

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[NAME OF COMPANY]

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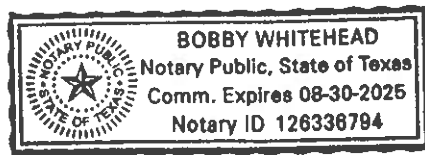
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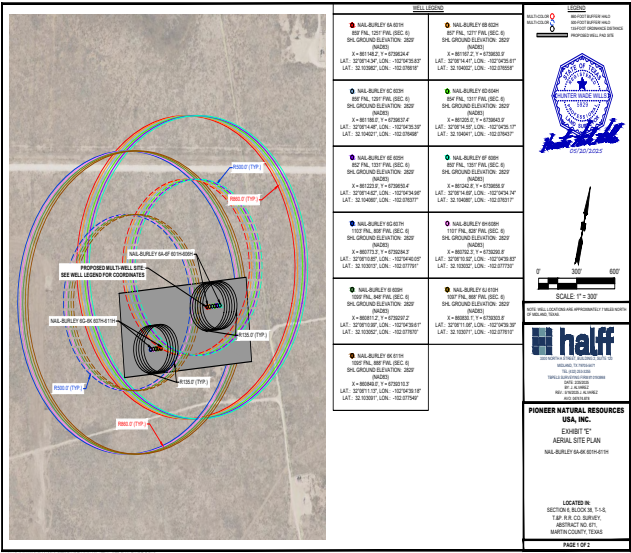
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(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/29/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.		
Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland and Jones Bros. Dirt & Paving (same as owner) (See Exhibit D for details.)		
Currently undeveloped.		
ATTACHED AS EXHIBIT D is (a Title Opinion by, a licensed Texas Attorney/a Take-off from, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists		
Name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

PACKET

87121

August 12, 2025

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6J 610H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

1097' FNL, 868' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

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Pioneer Natural Resources
[NAME OF COMPANY]

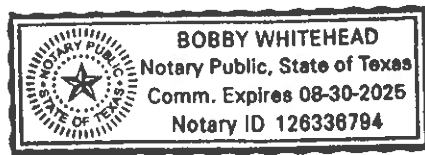
By Laura E Wallace 4/21/25
Its Regulatory Advisor

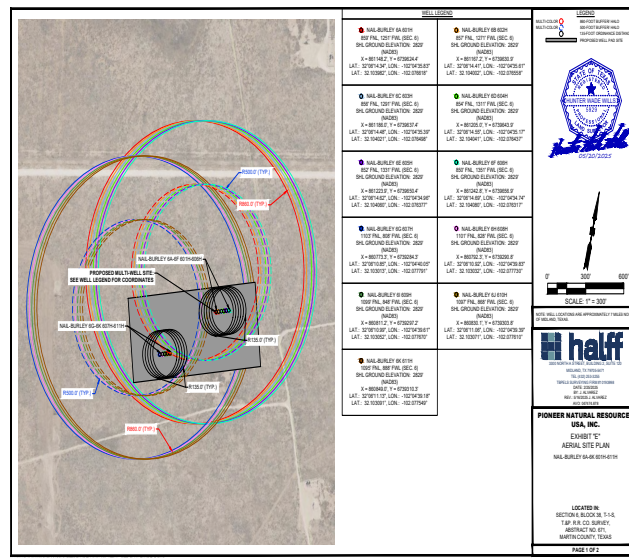
County of Dallas) State of Texas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]







APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
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PACKET

8769

August 12, 2025

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Pioneer Natural Resources
[NAME OF COMPANY]

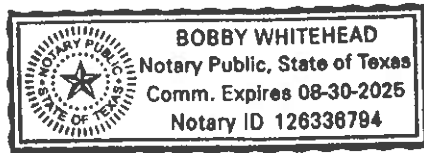
By Laura E Wallace 4/21/25
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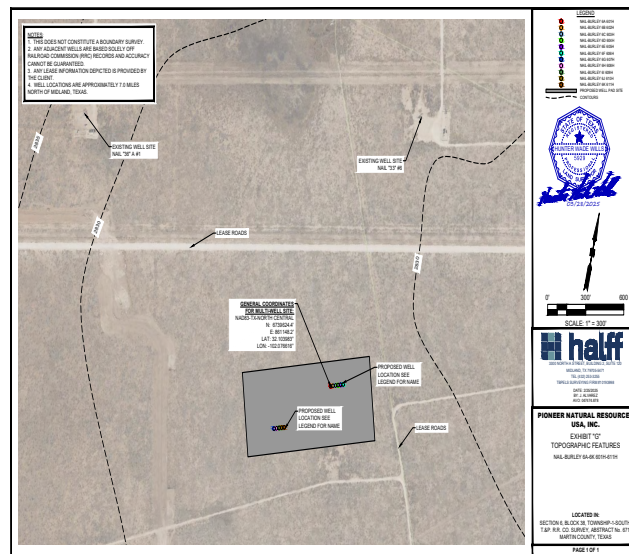
County of Dallas) State of Texas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]







City Council Meeting

Item Number: 38
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: RESOLUTION AUTHORIZING THE ADOPTION OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (DISTRICT: ALL) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

The primary aim of adopting the 2025-2029 Analysis of Impediments (AI) to Housing Choice is to ensure compliance with the requirements set by the U.S. Department of Housing and Urban Development (HUD) as a recipient of Community Development Block Grant (CDBG) Program funds. By pinpointing obstacles that impede fair housing choice within the City of Midland, developing strategies to foster an inclusive housing environment for all residents, and using the AI as a tool to guide policy decisions and resource allocation for equitable housing development.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact to city budget.

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The AI serves as a critical tool for understanding housing challenges to try and fully capture the lived experiences of residents facing affordable housing challenges and discrimination. The AI should be paired with more direct interventions and grassroots efforts to tackle housing issues effectively. As a recipient of Community Development Block Grant (CDBG) Program funds, the city is required by the U.S. Department of Housing and Urban Development (HUD) to conduct an analysis of impediments (AI) to fair housing choice and to further fair housing. The Community Development Office has produced an (AI), which has resulted in the attached draft document. The draft has completed a 30-day public review and comment period that ends August 10, 2025, and made available at several public locations (no comments submitted). The (AI) will cover the city's fiscal years 2026 to 20230.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ADOPTION OF
THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT 2025-2029 COMMUNITY
DEVELOPMENT BLOCK GRANT ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE**

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires recipients of Community Development Block Grant program funds to conduct an Analysis of Impediments to Fair Housing Choice (“AI”) to affirmatively further fair housing; and

WHEREAS, the Community Development Division of the City has conducted the AI for the City’s fiscal years 2026-2030; and

WHEREAS, said AI has completed a 30-day public review period that concluded on August 10, 2025 with no comments being submitted; and

WHEREAS, the City Council finds it to be in the best interest to adopt the 2026-2030 AI following a public hearing;

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

SECTION ONE. That the City Council hereby adopts the Community Development Division’s fiscal year 2026-2030 AI as required by HUD of recipients of Community Development Block Grant program funds.

SECTION TWO. That the City Manager or his designee is hereby authorized to execute and the City Secretary shall attest, as required, any such documentation that is required to ensure compliance with the U.S. Department of Housing and Urban Development’s Analysis of Impediments to Fair Housing Choice requirements.

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:

Isaac Garnett, Community Development
Administrator

APPROVED AS TO FORM ONLY:

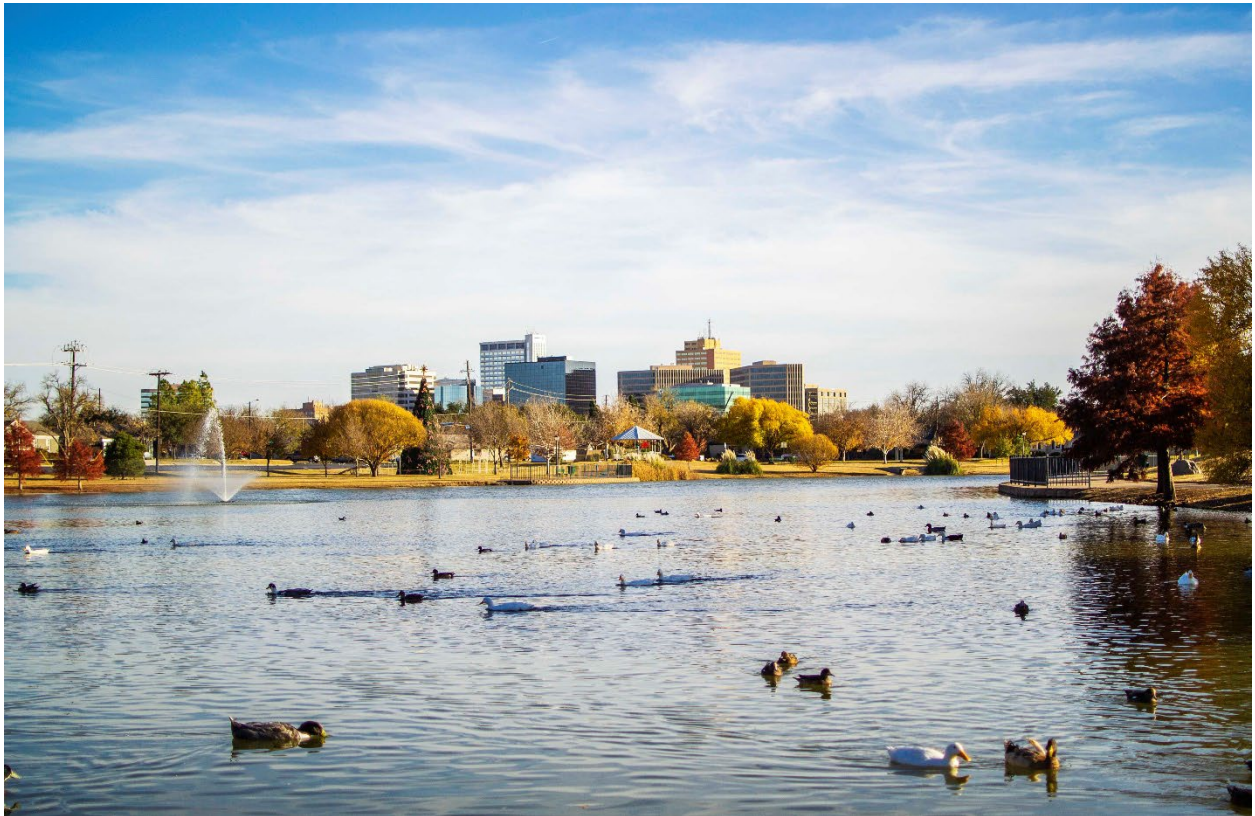
Nicholas Toulet, Interim City Attorney

S:\Resolutions\CDBG\2025\2026-2030 AI

CITY OF MIDLAND

Analysis of Impediments to Housing Choice

(October 2025-2029)



Executive Summary

The current Analysis of Impediments to Fair Housing is set for a five-year review period aligned with the HUD's 2025-2029 Consolidated Plan, which spans from October 1, 2025, through October 1, 2029.

Midland, Texas, remains the epicenter of the global energy economy for the Texas petroleum industry; nestled in the vast Permian Basin region, which is the site of one of the most productive oil and gas regions in the world. Midland economic markets have long been a beacon for those seeking the opportunity and prosperity for a better life. When the energy industry is thriving, there's typically an influx of people moving to the area, which boosts demand for housing.

Midland also has a diverse population, which can influence lending patterns. Understanding the ethnic composition and the economic status of households the Analysis of Impediments will provide insight into the housing market demand and loan availability Midland County. Midland and Martin counties produced 23 percent of the total oil and 11 percent of the total natural gas in Texas during the last 12 months, according to the Railroad Commission of Texas (rrc.texas.gov).

The official metropolitan area population for Midland County in 2020 was 169,983. The estimate in 2024 is 184,700, representing an average increase of 2,450 -- or 1.04 percent) -- annually since 2020 (Lanier Real Estate, LLC). This estimate does not include the influx of transient workers associated with oil exploration. It is the private sector that has the greatest impact and influence in the homebuyer and rental markets, either expanding or curtailing fair housing choices.

Within the public sector, policies and practices can also significantly affect housing choice. As for the composition of bodies of elected or appointed individuals making or recommending policy for the City of Midland, the publicly elected City Council is made of seven members, of which two represent census tracts with a poverty rate 50 percent or below. The City of Midland Comprehensive Plan (Tall City Tomorrow) provides a guide for future development policy. It is a tool to guide city priorities and directions and provide context for making key land use and public investment decisions.

The Midland 2025 Master Plan is the tool used to guide all rezoning requests and subdivision plats (including those within 3.5 miles of city limits). Land use control is most commonly achieved by zoning ordinances, such as those enacted in Midland. How land is zoned can support or hinder implementation of public policy that seeks to provide a mixture of housing, including affordable housing. A zoning ordinance can restrict the type of housing and determine the density of housing and the lot sizing. The effects can be exclusionary, and/or the cost of housing unnecessarily increased. The City of

Midland will continue to work toward an equitable distribution of stock (workforce housing, subsidized housing, market rate housing and supportive services housing).

The city's use of planned district zoning allows residential development in a manner that conform to all requirements of the zoning districts. The Residential Zoning Districts Map displays residential districts by the housing density allowed in individual districts. The City's public policies have resulted in the favorable allocation of land for development of multi-family sites located outside of minority-concentrated areas.

While neighborhoods need to have a strong role in decisions regarding development proposals, NIMBYism can be a significant barrier to affordable housing. NIMBY is short for "not in my backyard." Unfortunately, NIMBYism is usually associated with the misconception and preconceived notions of residents. Still, the policies and practices of government entities can influence the role that NIMBYism plays in land use and zoning decisions promoting positive outcomes.

The city's subdivision code can also affect the cost of housing due to its public improvement requirements. Excessive design standards and infrastructure requirements (size of streets, curb and gutter, sidewalks, etc.) are passed on to the price of housing. Excessive public right-of-way requirements are a cost burden to developments. The city will waive these requirements for development under certain circumstances (public good). Where excessive right-of-way exists; the City may, where appropriate, issue right-of-way use permits thereby reducing the cost of installing off-street parking. The use of CDBG funds for public infrastructure (street paving, curb and gutter, sidewalks, etc.) also aids in keeping the cost of housing affordable.

Development standards such as building codes, housing standards and site requirements (parking, landscaping, etc.) add to the cost of housing, especially if such standards are overly restrictive and excessive. The balance is the safety and quality assurances that are provided to residents, especially those with limited options. The city updated its building codes 2018 to adhere to the following: International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Residential Code and the International Energy Efficiency Code, all with local amendments (City of Midland). The construction of affordable housing in Midland is significantly affected by these various governmental standards.

All housing construction development requires compliance with the Texas Minimum Construction Standards and the Texas Accessibility Standards and the City's housing rehabilitation program. The city also collects building permits and other charges. Under certain circumstances, some of these charges could be viewed as duplicative, or onerous. Generally, Midland's building related fees are not excessive. City does not recover full cost of administering those permits. When the City (as opposed to a private property owner) initiates a process, fee payment from affected property owners can be waived. The city will waive or reduce appropriate fees and charges (e.g., building permit fees, water and sewer taps) on non-profit sponsored housing development.

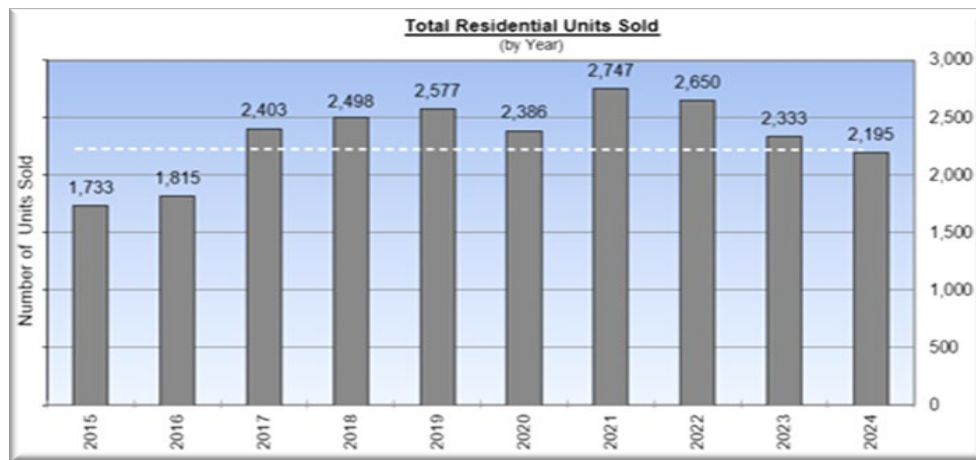
Other Factors

In 2024, the average sales price has climbed to an impressive \$426,623, reflecting an 8.2 percent increase from 2023's \$394,382. The recent decline in the Midland housing market availability highlights the strategic benefits of investing in a home in the area sooner rather than later. The total number of home sales decreased in 2024 (compared to 2023) by 138 units, which still represent a very resilient market relative to 2015 number of units sold. Although Midland County has negative sales growth there is an imbalance between the number of sellers and buyers in the market, which is manifested in a declining number of units sold (Lanier Real Estate, LLC). Investing in a home in Midland remains a wise decision, and homeowners can feel assured that their investment is secure in this strong and promising market.

<u>2024 Housing Review</u>			
(Midland County)			
	Year End Comparison		
	2024	2023	%
Available Homes for Sale (Avg/mo)	489	461	6.1%
Pending Homes Sales (Avg/mo)	230	267	-13.9%
Sold Data:			
Total Homes Sold (in MLS)	2,195	2,333	-5.9%
Average Sales Price	\$426,623	\$394,382	8.2%
Median Sales Price	\$350,000	\$355,000	-1.4%
Average \$/SqFt	\$187	\$177	5.6%
List to Sold Price Ratio	97.37%	97.48%	-0.1%
Average Days On Market	46	41	12.2%
Gross Sales Volume	\$936,437,602	\$920,093,522	1.8%

*The statistical data herein contained has been compiled from the Permian Basin Board of Realtor's MLS and is deemed accurate, but not guaranteed.

(Lanier Real Estate, LLC)



(Lanier Real Estate, LLC)

FAIR HOUSING OVERVIEW CITY OF MIDLAND

Defining Fair Housing in Midland

The purpose of this Analysis of Impediments is to provide essential, specific, and detailed information and data to municipal officials and staff, policy makers, housing developers, lenders, and fair housing advocates. The Analysis of Impediments helps build public support for fair housing efforts. This report represents Midland's efforts in making an objective assessment of the nature and extent of fair housing concerns in the city, and the potential impediments to making fair housing choice available to its residents.

The Federal Fair Housing Act of 1968 and its amendments, including those made in 1988, prohibit discrimination in all housing-related activities, including sales, rentals and negotiations. The Act safeguards against discrimination based on race, religion, national origin, familial status and disability. The 1988 amendments expanded protections to families with children and individuals with disabilities, including provisions for "reasonable accommodations" for those with disabilities. Discrimination Against Families with Children Familial status refers to individuals with legal custody of one or more persons under eighteen, including pregnant individuals or those seeking custody of a minor (Housing and Urban Development Office of Policy Development and Research

Families with children enjoy the same protections against housing discrimination as other protected groups. Exceptions that allow discrimination against families with children are limited to housing designated exclusively for older adults.

- **Provisions for People with Disabilities:** The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities. It also includes individuals with a history of such impairments or those perceived as having such impairments. The Act prohibits landlords from asking questions about a person's disability that are not applicable to other applicants.
- **Reasonable Accommodations and Modifications:** It is unlawful to deny reasonable accommodations that allow individuals with disabilities equal access to housing. This includes exceptions to "no pets" policies for service animals and designated parking for individuals with mobility impairments. Additionally, individuals with disabilities may make reasonable modifications to their living spaces at their own expense, such as installing grab bars or widening doorways.
- **Accessibility Requirements for New Multi-family Housing:** Multi-family buildings constructed for first occupancy after March 13, 1991, must be fully accessible to individuals with disabilities. Accessibility standards include accessible entrances, common areas, and sufficient space within units to accommodate wheelchair use.

Changes to the Fair Housing Act have been made to enhance protections and enforcement under the Fair Housing Act, including provisions for older adults and measures to improve law enforcement mechanisms and promote self-testing for discrimination. The State of Texas affirms its commitment to fair housing through the Texas Fair Housing Act, which prohibits discrimination based on race, religion, color, sex, national origin, disability and familial status. This state law mirrors federal legislation and allows for local agencies to receive and investigate complaints.

The U.S. Department of Housing and Urban Development (HUD) monitors fair housing practices as a requirement for entitlement cities through the Community Block Development Grant (CDBG) program, which may allocate funds to fair housing advocacy organizations. The primary goal of fair housing initiatives is to ensure that all individuals have real housing choices. Grantees receiving CDBG funding under the Housing and Community Development Act are mandated to

promote fair housing and conduct analyses to identify barriers to fair housing choice within their communities.

Each grantee receiving CDBG funding under Title I of the Housing and Community Development Act is required to further fair housing/fair housing planning by conducting an analysis to identify impediments and maintain records documenting their analyses and actions which become available to advocacy groups. HUD reviews the City's actions to ascertain if activities are carried out in a manner to affirmatively further fair housing in the public and private housing sectors.

HUD issued a final rule on Affirmatively Furthering Fair Housing (AFFH) in 2015. While efforts to combat ongoing discrimination are important, they are also at the core of HUD's existing fair housing efforts. HUD's final rule is designed to support and facilitate those efforts but goes further and addresses other significant barriers to fair housing choice that have been largely absent from HUD's fair housing policy initiatives. Specifically, HUD's rule is designed to help address the legacy of segregation and factors related to locational choice that have been influenced by race, national origin, disability and other protected classes, but typically do not rise to the level of discriminatory actions that violate other sections of the Fair Housing Act.

SCOPE OF ANALYSIS

This Analysis of Impediments resulted in a clear reestablishment and identification of seven critical impediments to address in the next five years.

- Economic conditions impacting housing availability
- Limited supply of affordable housing
- Areas of minority and/or low-income concentration
- Fair housing & schools performance data
- Private loan market barriers that discourage homeownership
- Policy improvements needed for diverse community representation
- Oversight & Governance Policies

The Analysis of Impediments process involves a thorough examination of data sets related to housing, particularly for persons who are protected under fair housing laws. Analysis of Impediments sources include Census data, employment and income information, home mortgage application data, business lending data, fair housing complaint information, surveys of housing

industry experts and stakeholders, and related information found in the public domain. The Analysis of Impediments also consisted of reviewing local housing programs, including those of the City, and examining public policy affecting location and development of housing as well as administrative policies, private lending information was also examined. Because housing choice is so critical, fair housing is a goal that government, public officials and private residents must achieve if equality of opportunity is to become a reality.

The Community Development Division of the City of Midland conducted the Analysis of Impediments. The community Development Division staff will have primary responsibility for implementation of City actions to overcome the effects of the impediments identified in the Analysis of Impediments and monitor progress reflecting the analysis and actions in this regard. Relevant information was collected and evaluated using four applicable approaches:

- Primary Research, or the collection and analysis of raw data,
- Secondary Research, or the review of existing data and studies,
- Quantitative Analysis, or the evaluation of objective, measurable, and numerical data,
- Qualitative Analysis, or the evaluation and assessment of subjective data.

This Analysis of Impediments to Fair Housing Choice provides an overview of laws, regulations, conditions or other possible obstacles that may affect an individual's or a household's access to housing. Policies, practices or procedures that appear neutral on their face but operate to deny or adversely affect the availability of housing to persons because of race, ethnicity, disability status and families with children may constitute such impediments.

The Analysis of Impediments involves:

- A comprehensive review of the laws, regulations, and administrative policies, procedures, and practices,
- An assessment of how those laws, regulations, policies, procedures, and practices affect the location, availability, and accessibility of housing;
- An assessment of conditions, both public and private, affecting fair housing choice,
- Surveying community organizations and individuals views of housing impediments,
- Geographic area covered.

The City of Midland conducted research on various issues affecting fair housing to include demographics and zoning. Additionally, the CDBG Division interviewed key officials and citizens for a comprehensive review of current available information and data that impacts housing development in Midland.

ECONOMIC CONDITIONS IMPACTING HOUSING AVAILABILITY

Despite fluctuations in the housing market due to persistently high interest rates, the Midland economic market grew by 2.18 percent in 2024 and has shown remarkable stability post COVID-19. The growth has remained consistent with the projections of the Priority Midland forecasting by economist Perryman Group in 2019. Despite the strong economic growth Midland is currently facing a severe shortage of affordable housing options. As of 2024, the average single home sale price in Midland County, Texas (\$345,000), reflects the ongoing upwards trends in the housing market influenced by various factors, such as demand, supply and local economic conditions.

Here's a breakdown of the key points regarding the average home sale prices in Midland County.

- Home sales in October 2023, 198 homes sold in Midland County, which was a 22.9 percent increase from October 2022,
- In 2023, the median price of a home sold in Midland County was around \$335,000,
- In December 2024, the median home sold price in Midland County was \$400,300. This was approximately 19.5% percent increase in home value from the previous year (Realtor.com).

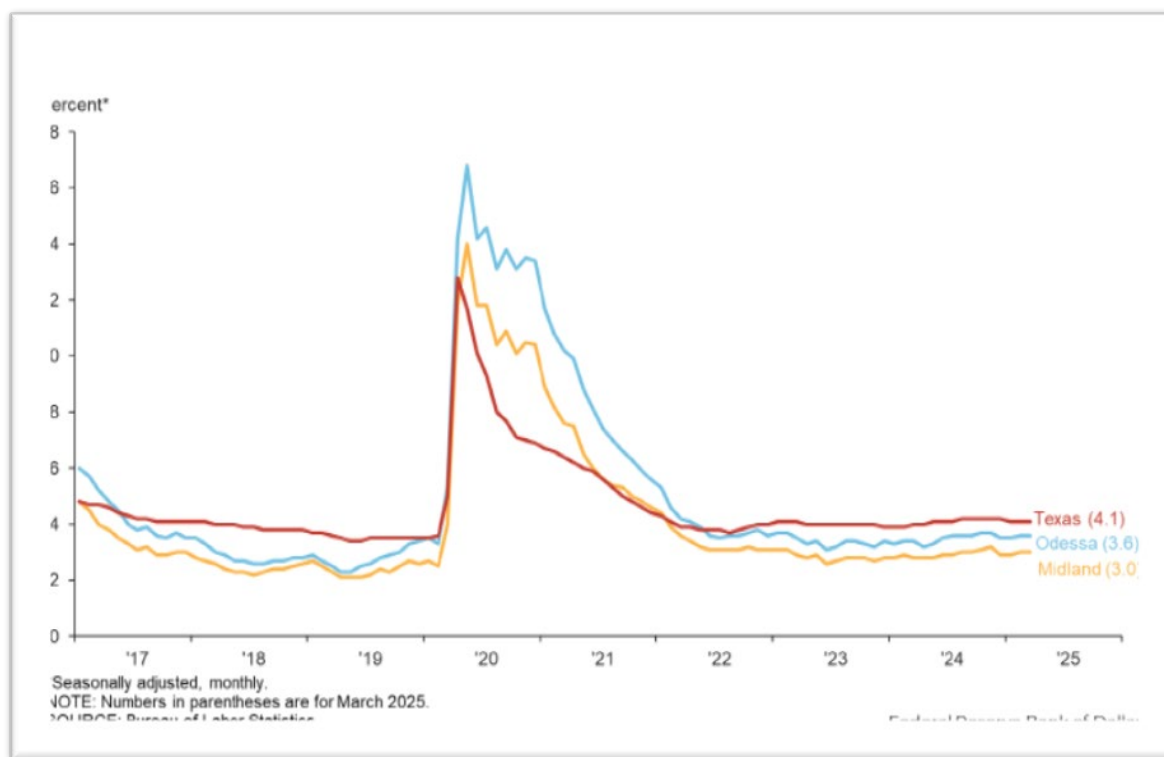
The employment landscape in Midland County, Texas, is significantly shaped by the oil and gas industry, as evidenced by the latest available data on employment distribution by industry. The mining, quarrying, oil and gas extraction sector stands out as the largest employer, accounting for approximately 30-40 percent of the workforce. This prominence is largely due to the region's abundant oil and gas reserves. Following this, the construction industry employs about 8-10 percent of workers, playing a crucial role in meeting the ongoing infrastructure and housing demands in the area (U. S. Census 2023-2024).

Manufacturing, while smaller in comparison at roughly 5-7 percent, still holds importance, particularly in the production of equipment related to the oil and gas sector. The wholesale trade sector constitutes around 5 percent of

employment, with businesses in this category supplying goods to other industries, including those tied to oil. Retail trade is another key player, employing approximately 10-15 percent of the workforce and serving the local population and workers in the region (U. S. Census 2023-2024).

Transportation and warehousing, crucial for logistics — especially given the transportation needs of the oil and gas industry — comprises about 5-7 percent of employment. The information sector remains relatively small, contributing less than 2 percent, though it is gradually expanding. Financial services, which include finance and insurance, as well as real estate, rental and leasing, account for approximately 5-7 percent of the workforce, providing essential support to individuals and businesses alike (U. S. Census 2023-2024).

Unemployment rate remains low and stable:



(Federal Reserve Bank of Dallas)

Professional, scientific and technical services represent roughly 6-8 percent of employment, offering a variety of services that bolster both the oil and gas industry and other sectors. Educational services, alongside health care and social services, encompass about 10-12 percent of the workforce, serving the community's educational and health needs. The arts, entertainment and

recreation sector contribute approximately 3-5 percent to employment, enhancing the quality of life in Midland through local entertainment options (U. S. Census 2023-2024). Subsequently, this distribution underscores the dominance of the oil and gas sector in Midland's economy, with notable contributions from construction, retail and public services. It's important to acknowledge that these percentages may vary slightly depending on the source and year of the data.

Conditions Influencing Home Sale Price 2023-2024

For potential buyers or investors, understanding the dynamics of the housing market in Midland County is crucial. Several factors significantly influence housing prices in the area. One primary driver is market demand, heavily influenced by Midland's economy, particularly the oil and gas industry. Job growth in these sectors often leads to increased home-buying activity. Additionally, prevailing interest rates set by the Federal Reserve and local lenders also affect housing loans; lower rates typically result in more loan applications. Specific programs like FHA and VA loans can further influence the number of loans taken out, especially among first-time homebuyers and veterans. Engaging with local housing authorities or financial institutions can provide valuable insights, and monitoring local economic conditions can enhance understanding of the housing loan landscape.

Location is another critical factor, as prices can vary significantly within Midland County. Homes situated in more desirable neighborhoods or those within better school districts generally command higher average prices. The features of a property also play a crucial role; homes that boast modern amenities, larger square footage and attractive features, like pools or updated kitchens, typically sell for higher prices. When examining price trends, a comparison of 2024 to previous years suggests a modest increase in home prices due to ongoing demand and limited inventory, a trend that has been consistent since 2022 and 2023. Central Midland is noted for having higher average home prices, largely due to its proximity to various amenities and services. In contrast, areas such as southeast, northeast, and northwest Midland may offer slightly lower average prices, yet they remain popular among families in the region. Understanding these factors is essential for effectively navigating Midland County's housing market (U. S. Census 2023-2024).

Comparative Market Analysis and Factors Influencing Rent Prices

An investigation into local economic conditions reveals that factors such as job growth, employment rates, median household income, population changes, and housing development construction can significantly impact the rental market. These elements can either increase the supply of rental units, potentially stabilizing or lowering rents, or indicate a growing demand, particularly if upscale properties are involved. In 2023, the average rent for a two-bedroom, multi-family unit in the Midland Metropolitan Statistical Area (MSA) fluctuated based on location, amenities and market demand. Generally, these rents range from approximately \$1,359 to \$2,500 per month (Datausa.io).

Location plays a crucial role in rental pricing; units in downtown areas or neighborhoods with convenient access to amenities, workspaces and schools tend to command higher rents. Conversely, properties situated farther from major points of interest may offer more affordable options. Additionally, amenities significantly influence rental rates, as properties with modern conveniences like fitness centers, pools, in-unit laundry facilities, and security typically have higher rents. Newly renovated or upscale buildings are also priced higher.

Market demand in Midland is heavily influenced by the oil industry, leading to fluctuations in rental prices based on the economic climate and employment rates. An influx of workers during an oil boom can drive up demand and, consequently, rental prices. Areas with growing employment opportunities usually see increased demand for rental housing, particularly if household incomes are rising, which can support higher rent prices. The size and condition of rental units also affect pricing; larger units or those recently updated or remodeled may come with a higher price tag, while older buildings or units requiring more upkeep may be less expensive.

In high-demand areas, two-bedroom units can reach the upper rental range of around \$2,800 per month, whereas locations further from the city center may have rents closer to \$1,200 to \$1,500 (Datausa.io). For prospective renters, it is essential to consider these factors and conduct thorough research using rental websites, local listings or real estate agents to obtain accurate and up-to-date information. Additionally, visiting potential properties and neighborhoods can provide valuable insights into which options best fit personal needs and budget constraints.

Historical data indicates that increased demand for rental units, coupled with limited supply, tends to drive prices up. An analysis of rental prices from 2021 to 2024 revealed trends, showing a steady increase in the market prior to COVID-19, which still reflects the economic impact of the pandemic. Therefore, it may be prudent to apply future growth rates to multi-family prices in 2025. Families in the Midland MSA who qualify for the City of Midland Community Development programs (30%-80% poverty) continue to experience a relatively overall lower cost of living compared to other regional cities of similar size. Households earning between \$35,000 and \$49,999 are classified as “Extremely Low” to “Low Income” cost burdened, spending more than 30-50 percent of their income on housing costs are the most vulnerable to homelessness (Datausa.io).

The maximum income for a family of four qualifying for the Community Development Block Grant (CDBG) program and classified as 80 percent of poverty is considered moderate income (estimated at \$85,000), highlighting the financial strain many families face in navigating the challenging housing landscape. The economic context of Midland is also shaped by its dependency on the oil and gas industry. Fluctuations in this sector can lead to variations in employment rates and income levels, directly affecting residents' borrowing capacity. A downturn in the oil and gas industry could increase unemployment and reduce income levels, making it harder for residents to secure loans and negatively impacting housing demand. Conversely, rising employment rates enhance individuals' chances of stable incomes, increasing their borrowing capacity and housing demand. Monthly spending comparisons indicate that while housing costs are projected to decrease by 9.89 percent, costs for groceries, utilities, and health care are expected to rise or fall at varying rates (Datausa.io).

Essentially, the dynamics of Midland's economy, particularly its reliance on the oil and gas sector, play a critical role in shaping housing demand, loan availability and household spending patterns. Stakeholders, including potential homebuyers, renters and policymakers, should closely monitor these trends to make informed financial decisions. A decrease in housing costs may provide homeowners with more disposable income, allowing for increased spending in other areas. However, renters may face rising costs; straining their budgets. The local economy's dependency on the oil and gas industry leaves it vulnerable to external shocks, which can ripple through housing demand and loan availability.

Economic Factors: Educational Attainment

The educational attainment landscape in Midland County reveals significant challenges and opportunities for improvement. A notable percentage of the population, estimated at approximately 13-17 percent, has not completed high school, with 5-7 percent lacking education beyond the ninth grade and 8-10 percent having attended some high school without earning a diploma. This situation indicates that a substantial segment of the community may face difficulties with basic literacy and educational challenges, which could hinder their employment prospects and economic mobility. In contrast, 25-30 percent of the population are high school graduates or have obtained a GED, representing a positive step toward educational completion.

However, many still lack higher education credentials, which are increasingly necessary for enhancing job opportunities. Furthermore, about 20-25 percent of residents have some college experience but have not completed a degree, suggesting that while there is interest in further education, various barriers may be preventing degree completion. This is further highlighted by the low percentages of degree holders in the community, with only 8-10 percent possessing an associate's degree, 15-20 percent holding a bachelor's degree, and around 5-7 percent achieving graduate or professional degrees. These statistics point to a potential skills gap in the workforce, particularly in professional and technical roles (U. S. Census 2023-2024).

The educational attainment statistics also indicate a heavy reliance on the oil and gas sector, which underscores the need for economic diversification. With only a small fraction of the population holding advanced degrees, increasing the number of residents with higher education could foster the development of other industries and lessen economic vulnerability. To address these issues, it is crucial to focus on workforce development opportunities that enhance local skills and attract businesses. Targeted initiatives should aim to close the educational gaps, particularly in higher education, by investing in educational programs and forming partnerships with local colleges. Stakeholder engagement is vital in planning educational programs that align with the specific needs of Midland's population. Collaboration between government entities, educational institutions and the private sector can lead to more effective strategies.

Strategic recommendations include implementing adult education and literacy programs to support those without high school diplomas, enhancing

partnerships with community colleges to facilitate pathways for students who have some college experience but lack degrees, and promoting awareness campaigns about the benefits of higher education. Additionally, encouraging economic diversification by creating incentives for businesses in technology, health care, and other fields that require a more educated workforce is essential.

By focusing on these areas, Midland County can work toward improving educational outcomes, enhancing workforce skills and promoting economic resilience for residents. The relationship between the multi-factors previously stated and household dynamics inevitable improves the affordability of housing in Midland County. A multifaceted approach that addresses educational outcomes, workforce skills and economic resilience is crucial, as higher education levels often correlate with increased earning potential. By investing in local schools and adult education programs, Midland can equip residents with the knowledge and skills necessary to secure better-paying jobs. For example, partnerships with community colleges could offer vocational training that aligns with local industry demands, ensuring that graduates are workforce-ready and can afford housing. Enhancing workforce skills is essential in attracting businesses to the area and retaining talent. By establishing training programs tailored to the needs of local employers, Midland can create a skilled workforce that meets market demands.

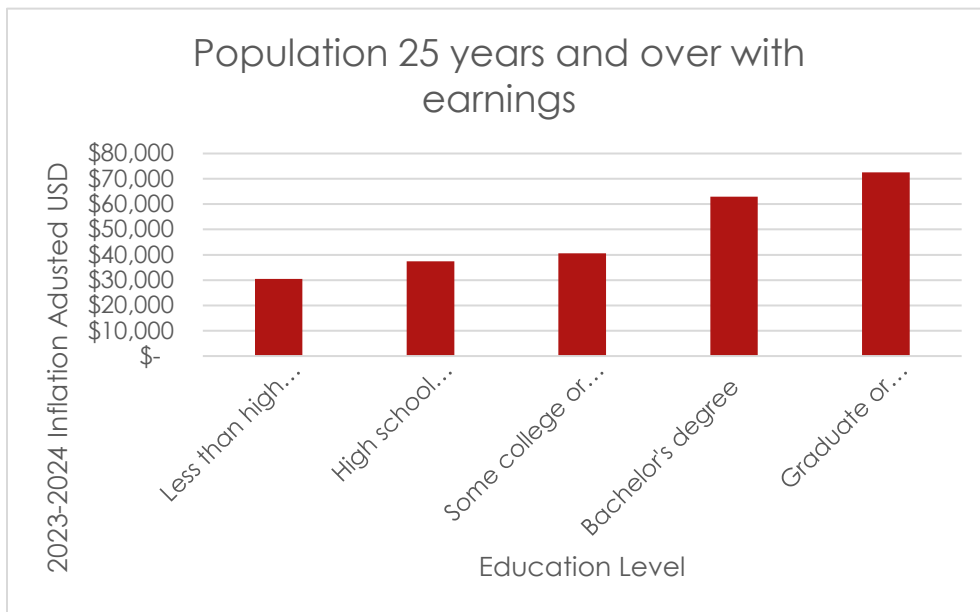
This not only helps residents find stable employment but also encourages businesses to invest in the community, which can lead to job creation and higher wages. As residents earn more, their ability to afford housing improves, thereby reducing the financial strain on families. Moreover, promoting economic resilience is vital for maintaining housing affordability. Midland can focus on diversifying its economy by supporting small businesses and encouraging entrepreneurship. Providing grants or low-interest loans to startups can stimulate job growth and increase local production. This economic diversification helps buffer the community against downturns in any single industry, ensuring that residents have access to stable employment regardless of market fluctuations. By improving educational outcomes, enhancing workforce skills and promoting economic resilience, Midland County can create a more sustainable environment where individuals can afford housing. This holistic approach not only addresses immediate housing concerns but also lays the groundwork for long-term community stability and growth.

Areas of Poverty and/or Low-Income Distribution

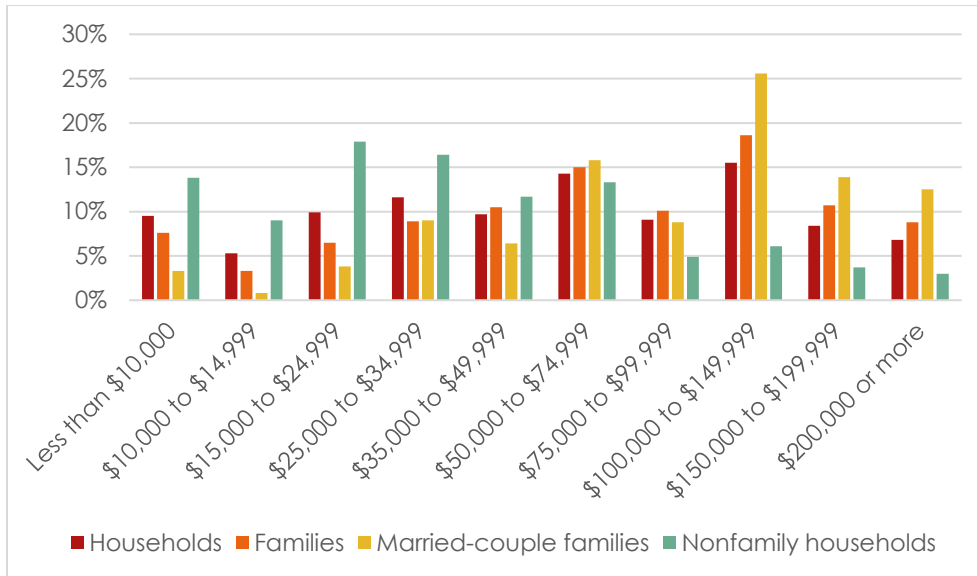
An indicator of the city's overall well-being is the number of persons with incomes below the federal poverty income level. The 2024 ACS reports that 10.9 percent of Midland County population lives in poverty. The median family income (MFI) estimate for Midland by \$93,984 which surpasses the Texas median of \$67,321 (U. S. Census 2023-2024). This certainly is reflected in the economic growth of Midland. For HUD programs, eligibility is often limited to low-moderate income persons, meaning that an individual's or a household's income must be below 80 percent of MFI. According to HUD, 17.8 percent of Midland's population remain on the low-moderate income scale and recent ACS Census data reflect similar percentages. Census Tract Maps also display the low-income data on the Percent Low Income Population. Census tracts with the greater percentage of low-income persons also have a greater percentage of minorities.

The employment attainment and income distribution landscape in Midland County, Texas, reveals a complex economic situation characterized by a wide range of household incomes. According to the latest data from the U.S. Census Bureau and local surveys, a significant portion of the population (elderly) earns less than \$11,000 annually, indicating that many individuals and families are grappling with economic hardships. The next income bracket, which includes those earning between \$10,001 and \$14,999, typically consists of individuals in low-wage or part-time jobs who struggle to cover basic living expenses. As we move up the income scale, those earning between \$15,000 and \$24,999 may be underemployed or in low-paying jobs, contributing to the county's overall poverty levels. Families in the \$25,000 to \$34,999 range may be beginning to stabilize their financial situations, yet many still face significant financial pressures (HUD PD&R).

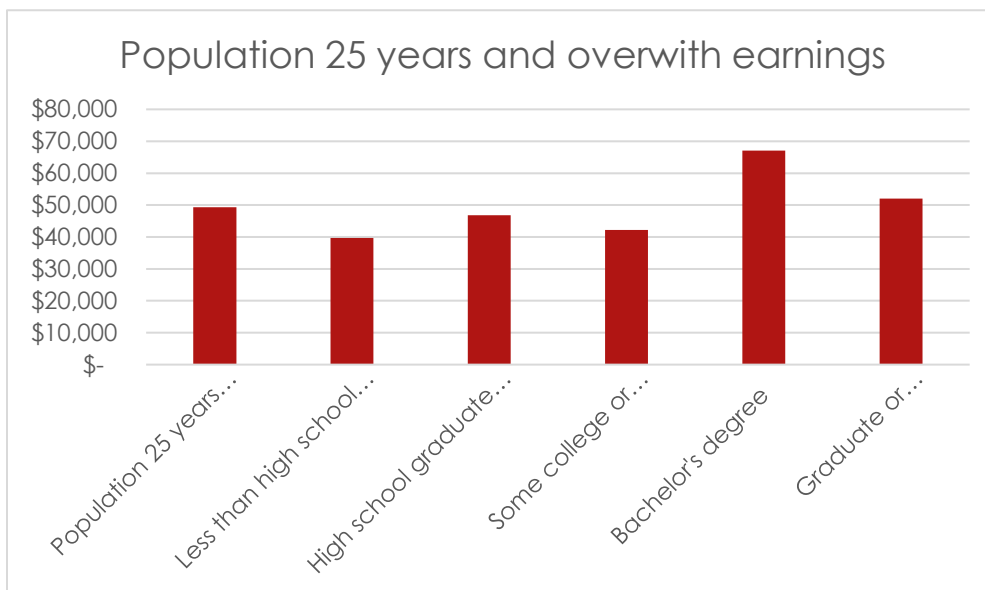
CDBG Target Area Educational Attainment & Income Correlation:



American Community Survey Midland Zip Code 79701 Educational Attainment Estimates in the Past 12 Months



American Community Survey Midland Zip Code 79701 Income in the Past 12 Months (in 2023-2024 Inflation-Adjusted Dollars)



American Community Survey Midland Zip Code 79703 Educational Attainment Estimates in the Past 12 Months



American Community Survey Midland Zip Code 79703 Income in the Past 12 Months (in 2023-2024 Inflation-Adjusted Dollars)

Limited Supply of Affordable Housing

The housing market in Midland is generally described as somewhat competitive or a seller's market. The median sale price for existing homes in Midland also experienced an increase in 2024. Despite increased construction activity, the housing inventory in Midland has struggled to keep pace with the growing demand. This limited supply in the face of strong buyer interest creates a seller's market, where homes sell quickly, sometimes within days of listing, and buyers face competition and potentially higher prices. Limited public transit options mean most residents rely on personal vehicles, further exacerbating these issues. Increased activity was seen in the \$200,000-\$300,000 price range, suggesting these homes were in high demand for first-time homebuyers or those downsizing. This means neighborhoods with a higher concentration of homes within this range, or areas seeing an increase in properties listed in this range, could have experienced a shortage as supply struggled to keep up. Corporate relocations, particularly within the energy sector, played a significant role in Midland's already robust housing market in 2024.

The city's thriving oil and gas industry continued to attract major companies, resulting in acquisitions of smaller entities and the relocation of their employees to the area. This influx of professionals directly fueled the demand for both residential and commercial properties, further tightening an already competitive

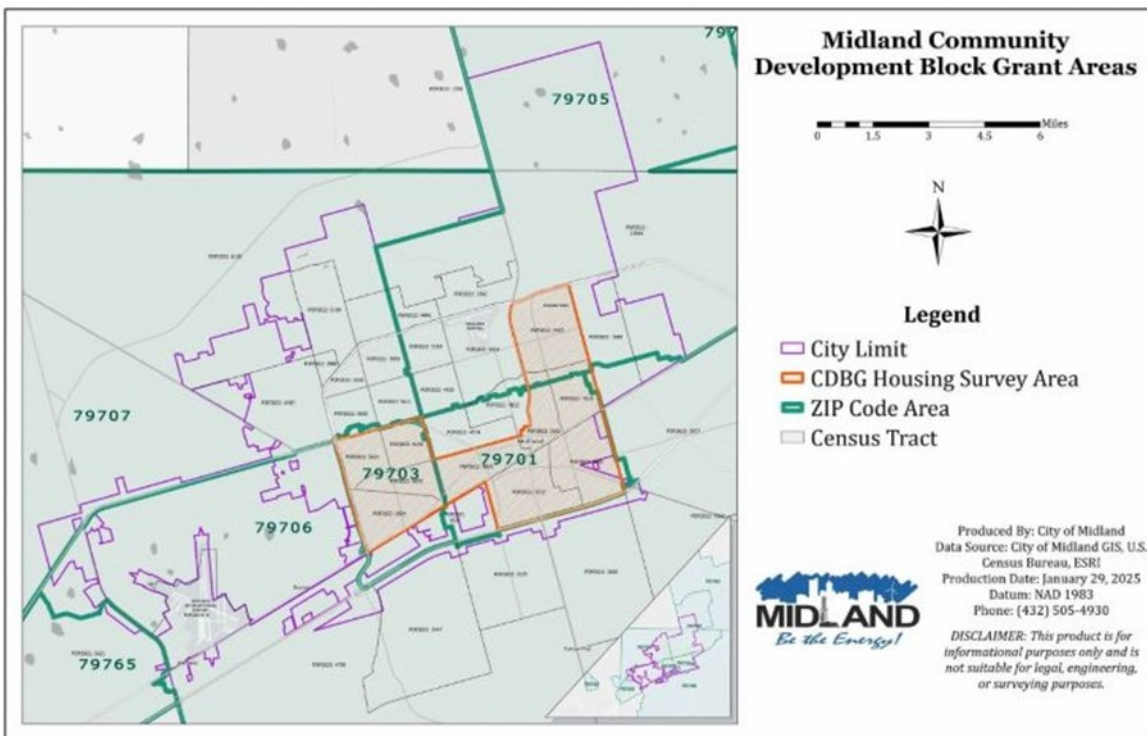
housing market where inventory struggled to keep pace with demand. In Midland, the housing market's relationship with income is intricately linked to its booming energy sector. In 2024, the market was particularly competitive, favoring sellers due to a limited supply of homes despite increased construction activities. Several factors drove the market dynamics, including corporate relocations that increased demand for both residential and commercial properties. Additionally, the rental market saw heightened demand, notably for single-family homes, as rental rates climbed due to the transient workforce and higher rent growth compared to other Texas cities. Transportation challenges, such as limited public transit, caused most residents to rely on personal vehicles, thereby increasing demand in areas with ample parking and convenient access to amenities.

People would need to factor in potentially longer commute times and the need for reliable transportation. The demand for single-family homes remained robust throughout 2024 despite rising interest rates, buyers were actively engaged in the market, particularly for homes in desirable locations and those featuring modern amenities and energy efficiency. Median home sales prices saw a impressive jump in December 2024, indicating the strength of the market and buyer interest While the overall rental vacancy rate in the Midland/Odessa market was projected to reach a tight 97.6% occupancy by the end of 2024. The percentage of home loans in the metropolitan area that were seriously delinquent or transitioned into real estate-owned status fell to 1.2 percent in January 2024 from 1.9 percent in January 2023, although this rate remains above the state and national rates of 1.1 and 1.0 percent, respectively (Real Estate Center at Texas A&M University). Some homeowners were reluctant to let go of low mortgage rates obtained in previous years, which contributed to a holdback of single-family homes entering the market, potentially impacting the supply of rentals.

Number of housing units 56,113
• the Midland, TX Metro Area: 73,772
Occupied: 94%
• about the same as the rate in the Midland, TX Metro Area: 94% • a little higher than the rate in Texas: 90%
Occupied vs. Vacant
• Occupied 94%

• Vacant 6%
Owner occupied: 65%
• a little less than the rate in the Midland, TX Metro Area: 68% • a little higher than the rate in Texas: 63%
Ownership of occupied units
• Owner occupied 65% • Renter occupied 35%
Types of structure
Single unit 69%
• Single unit 69% • Multi-unit 29% • Mobile home 2%
Year moved in, by percentage of population
5% [†] Before 1990 6% [†] 1990s 14% [†] 2000s 28% 2010-2017 32% 2018-2020 14% [†] Since 2021

Midland is divided into several zip codes and census tracts, each with distinct demographic characteristics. For this analysis, the focus will be on those zip codes and census tracts that meet the HUD criteria for minority or low-moderate income concentrations. The city population is relatively young and racially and ethnically diverse. There are two zip codes 79701, and 79703, along with the prevailing census tracts that have minority concentrations per HUD's definition which the Community Development Division has designated as its target area.



Many of these zones have lower-income levels and the most vacant properties. This may serve to limit housing opportunities for households earning less than HUD median income for a family of four. As of 2025, approximately 40% to 45% of Midland County's population would be considered low- to moderate-income (LMI) by HUD standards. HUD defines "low income" as families earning up to 80% of the area median family income (MFI), and "moderate income" is typically counted up to this same threshold for most federal housing programs. In Midland County, the 2025 median family income is \$91,169, with the 80% LMI cutoff for a family of four being \$88,300, and the 50% (very low income) cutoff at \$55,200. Local demographic data and HUD's published income limits indicate that around 4 in 10 Midland residents fall into these HUD-defined LMI categories. This reflects both the high cost of living and the presence of many households working in lower-wage sectors outside oil and gas. Affordability is a problem for a very large portion of the renter population.

There are concerns about the quality of the housing stock and the increased need for maintenance and rehabilitation of both rental and owner units. Though there are relatively fewer elderly persons by census, the city has a high percentage of senior/persons living alone, thus a demand for smaller housing units is projected to increase. Seniors spend more of their income for housing due to the lack of availability promoting the CDBG Division to work and coordinate construction opportunities with our local Public Housing Authorities. A structured approach to resolving housing deficiencies aims to ensure thorough engagement and analysis with community members can providing a clear understanding of the housing conditions in Midland. Midland, like many cities across the United States, faces several challenges that limit the supply of both single-family and multifamily housing. These challenges are particularly acute for low- to moderate-income households, which often belong to various ethnic groups.

The key issues contributing to the limited housing supply in Midland County include a myriad of economic factors that create significant barriers to affordable housing development. Rising construction costs, fueled by inflation and supply chain disruptions, have increased the prices of materials and labor, making it challenging for developers to produce affordable housing. Public transportation plays a role in expanding the supply of affordable housing to groups in need and others protected under fair housing laws. At issue is the ease with which an individual can travel from home to work if he/she lives in a lower income area or an area of minority concentration. If public transportation from

a lower cost neighborhood is inefficient in providing access to employment centers, that neighborhood becomes inaccessible to those without dependable means of transportation, particularly very low-income residents, the elderly, and persons with disabilities.

Furthermore, escalating land prices driven by demand from the oil and gas industry add to the financial hurdles for those looking to establish new housing projects. Regulatory challenges also play a crucial role, as restrictive zoning laws often limit the types of housing that can be built, such as preventing the development of multi-family units that could provide more affordable options. Permitting processes can at times deter developers from pursuing new projects; particularly those aimed at affordability. Infrastructure constraints further complicate the situation. In some parts of Midland, existing utility infrastructure lacks the capacity to support new developments, while limited public transportation access makes certain areas less attractive for housing development, thus exacerbating the supply issue. This is compounded by market dynamics, where a booming job market — largely due to the oil and gas sector — has increased housing demand without a corresponding increase in supply, leading to an affordability crisis. Speculative investment in properties for rental income has also driven prices up, further squeezing low- to moderate-income families out of the housing market.

The impact of these factors varies among different ethnic groups within the community. For instance, the Hispanic/Latino and African American community in Midland faces lower homeownership rates than Caucasians due to economic barriers and limited access to credit; while rising rental prices force many families to allocate a larger portion of their income to housing, resulting in financial instability. The African American community often experiences historical disinvestment in their neighborhoods, resulting in fewer affordable housing options and increased vulnerability in the housing market. In contrast, the Caucasian non-Hispanic community may generally have better access to resources and credit, but they too are affected by rising prices that hinder first-time homebuying. Apartment market conditions in Midland are currently balanced. The oil and gas extraction industry's boom-and-bust cycles have significant impacts, causing substantial fluctuations in the apartment vacancy rate. In 2020, oil production declined due to the lowest oil prices since 2000, leading to a softening of apartment market conditions and a record high vacancy rate of 21.7 percent by the third quarter of 2020.

However, since 2021, increased oil production and prices have improved apartment market conditions, as transient workers migrated into the metropolitan area. By the fourth quarter of 2023, the apartment vacancy rate had slightly decreased to 8.0 percent from 8.1 percent in the same quarter of 2022 (CoStar Group). The average rent for an apartment rose by \$107, or 8 percent, to \$1,403 from the previous year, although this figure remains below the peak of \$1,516 recorded in the fourth quarter of 2018. Average asking rents for one-, two- and three-bedroom apartments were \$1,226, \$1,526 and \$1,960, respectively, indicating increases of 9, 7 and 10 percent compared to the same period a year prior. The vacancy rates for these apartments decreased slightly, with one-bedroom units at 8.0 percent, two-bedroom units at 8.0 percent, and three-bedroom units at 7.5 percent, down from 8.1, 8.1, and 7.6 percent, respectively. Multi-family permitting has recently decreased after a period of sustained elevated construction activity, with no multi-family permits issued during the 12 months ending February 2024, compared to 160 units in the previous 12 months (Council for Community and Economic Research).

The issue of housing affordability can indirectly create conditions for housing discrimination, making it challenging to discuss barriers to fair housing without simultaneously addressing the need for policies and initiatives aimed at increasing the availability of affordable housing. This analysis specifically targets the affordability challenge. In Midland, there is a relatively even distribution of low- to moderate-income households across different ethnic groups, all of which encounter difficulties in purchasing homes. Low-income families face considerable financial strain in the rental market. To effectively create affordable housing, incentives must be structured to be both rigorous enough to ensure the desired outcomes and attractive to developers.

Given the current economic climate and the existing housing development constructure in the city, instances of discrimination are likely to be concentrated in the rental market, necessitating immediate efforts to address these issues, particularly for certain groups within the federally protected classes. One key area of focus should be the challenges faced by disabled individuals, who often struggle to find suitable accommodations due to a limited number of accessible units and the high costs associated with building or modifying homes. There is a notable prevalence of family households, which tend to be slightly larger than the national average, indicating a demand for larger living spaces. Midland County is an amalgamation of complex issue shaped by economic, regulatory,

and market dynamics that disproportionately affect low- to moderate-income households across different ethnic groups.

The sales market is currently experiencing tight conditions, characterized by a vacancy rate of just 1.5 percent. This figure underscores a competitive environment for both buyers and sellers, reflecting a slight drop from the 1.6 percent seen in April 2020, which suggests a steady demand for homes. Although the inventory supply increased to 2.4 months in February 2024 from 2.0 months in February 2023, indicating a marginal easing in availability, the market still favors sellers. In terms of home sales trends, there has been a noticeable 14 percent decline, with only 268 homes sold by the end of April 2024, pointing to a slowdown. However, the 3 percent increase in home prices indicates that demand is robust enough to sustain price growth. For buyers, this means acting swiftly when a suitable home is found, while sellers might find it an opportune time to list their properties (Council for Community and Economic Research).

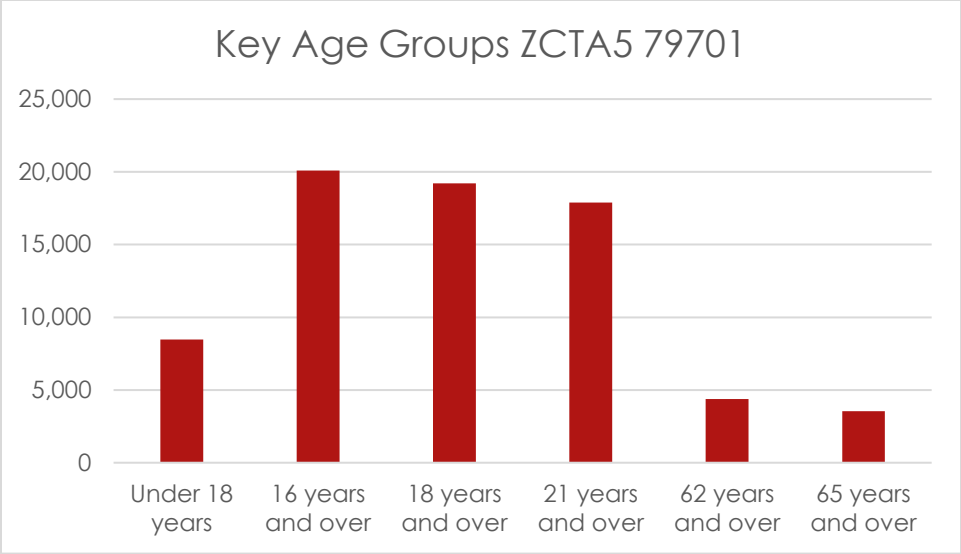
New developments like Mockingbird Ridge in Midland are shaping the future housing landscape, with plans for 2,000 homes by 2030. This development promises modern, spacious living options at competitive starting prices, appealing to families looking for new opportunities. The apartment market is also well-balanced, with vacancy rates slightly decreasing to 8.0 percent. Additionally, average rent has risen by 8 percent reflecting a strong rental market driven by factors such as the recovery of the oil industry. This situation presents a lucrative opportunity for investors to consider rental properties as a viable investment. While the market is tight, some experts believe that rising interest rates could temper demand, leading to a more balanced market in the future. Conversely, others argue that sustained economic growth, especially from the energy sector, will maintain the market's competitiveness. Addressing these challenges requires collaborative efforts among local governments, developers, and community organizations to develop more inclusive and affordable housing solutions. For buyers, monitor inventory levels to time your purchase wisely, sellers consider listing your property while the market remains favorable. Other strategies may include the continual revising of zoning laws, incentivizing affordable housing developments, and enhancing access to financing for low- to moderate-income families.

Households earning between \$35,000 and \$49,999 usually represent working-class families, often working hard to balance their expenses and savings. In the income range of \$50,000 to \$74,999, families generally experience a more stable

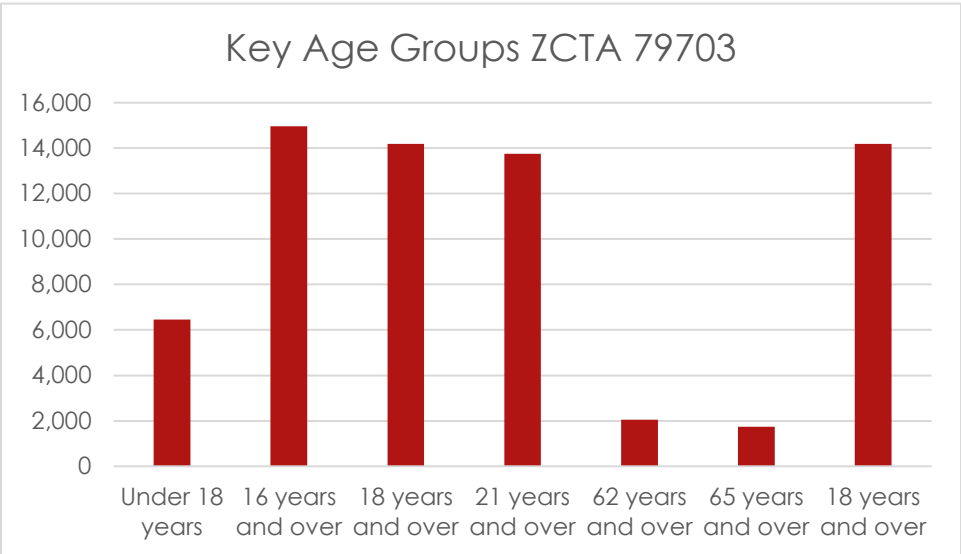
economic condition, allowing for improved living standards. Those in the \$75,000 to \$99,999 bracket tend to enjoy a comfortable lifestyle, while individuals and families earning between \$100,000 and \$149,999 typically represent middle to upper-middle-class households that contribute positively to the local economy. Furthermore, families with incomes between \$150,000 and \$199,999 are considered affluent, possessing significant disposable income, and high-income earners making \$200,000 or more often include professionals and business owners who play a crucial role in the local economic landscape. The 2024 ACS Survey data reported the following median household incomes for Midland, which closely reflects the State and National median household income figures:

Median Household Income:	\$93,984
Median Social Security Income	\$21,600
Median Social Security (SSI)	\$10,968
Temporary Assistance (TANF)	\$14,400
Supplemental Nutrition (SNAP)	\$5,031

The 2024 American Census Survey estimated the city's housing count was 73,673 and multi-family units comprise approximate 29% of the housing stock. In 2025, the housing issue is expected to remain a challenge as oil prices steadily fluctuate between at \$65.22 to \$87.67 based upon the previous 52-week range (2023-2024 American Census Survey). Texas A&M University shows that the inventory of homes for sale remain at an average of 49 days in the first quarter of 2025. Buyers have been at a disadvantage for several years and the trend do not appear to subside soon. The Consolidated Plan reports, "It is still a seller's market in Midland, which hinders purchases by low-income buyers, as the median sales price is hovered at \$311,884, up 5.1 percent from 2024 (Texas Real Estate Research Center at Texas A&M University). This is more than four times the annual income of a four-person low-income household." Low-income households also have a difficult time obtaining decent affordable rental housing in Midland.



American Community Survey Midland Zip Code 79701 Housing Estimates in the Past 12 months



American Community Survey Midland Zip Code 79703 Housing Estimates in the Past 12 months

The Median Rent Value by Census Tract Map highlights tracts where rent was greater than the city average. The Median Value of Owner Housing by Census Tract reflect persons in poverty by tracts relative to the city's median value. The housing assistance needs being developed in the City's 2025-2030 Consolidated

Midland TX - Inventory of Affordable Housing Properties, 2025									
Development	Address	1Bdrs	2Bdrs	3+bdrs	Total units	Affordable units	Population Served	Disabled units	Occupancy
Scharbauer Flats	1915 E. Scharbauer Dr	84	108	108	300	300	Income Based	21	90%
Village Square	1710 N "A"	18	39	0	57	57	General	0	100%
Chaparral Apartments	4201 N Garfield	48	52	24	124	124	General	0	100%
Hillcrest Manor	700 W. Scharbauer	94	4	0	98	98	Elderly Disabled	14	100%
Ranchland	1212 E Wadley	84	120	0	207	74	General	5	92%
Langtry Village	2200 N Pecos	84	0	0	84	84	Elderly Disabled	5	100%
Parker Place	508 E Parker	40	0	0	40	40	Elderly	4	100%
The Zone	2800 W Illinois	19	20	0	39	39	General	1	100%
Park Glen Apartments	2300 Camp Drive	42	72	46	160	160	General	10	85%

Santa Rita Apartments	1900 E. Golf Course Rd.	112	28	0	136	136	Elderly	0	85%
Sterling Springs Apartments	1701 Fairgrounds Road	28	28	40	96	96	General	9	85%
Constellation Ranch Apartments	1301 Latta	16	72	48	136	130	General	10	100%
Gateway Plaza	1701 Tradewinds Blvd	not verified	not verified	0	96	95	General	0	85%
Playa Del Pueblo	611 E I20	12	48	36	96	96	General	7	100%
Pine Hurst	609 Watson	19	18	9	46	46	General	0	95%
Courtyard	2300 N. A Street	NA	NA	NA	NA	NA	NA	NA	95%
Hyde Park	3329 W. Wadley Ave	30	60	30	120	120	General	NA	95%
Waterford Lakes	516 N. Loop 250 W	NA	NA	NA	NA	NA	NA	NA	95%
Summerhill	3001 N. Midland Dr.	88	42	0	128	128	General	NA	95%

Northridge Court	3417 N. Midland Dr.	280	60	40	384	348	General	NA	95%
Renew Andrews	1902 N. Midland Dr.	106	106	0	212	212	General	NA	95%
Newport	5244 W. Loop 250 N	148	148	0	296	296	General	NA	95%
Renew Andrews-2	4400 Midland Dr.	106	106	0	212	212	General	NA	95%
Westridge	5200 Graceland	56	40	0	96	84	Elderly	5	85%
Alturas Andrews	4201 Andrews Hwy	93	0	0	93	47	General	NA	85%

The Median Rent Value by Census Tract Map highlights tracts where rent was greater than the city average. The Median Value of Owner Housing by Census Tract reflect persons in poverty by tracts relative to the city's median value. The housing assistance needs being developed in the City's 2025-2030 Consolidated Plan anticipates and or reveal that low-income households with structure prior to 1985 are prone to structural problems and dilapidation forcing municipalities to take adverse actions with the homeowner/renter. Some household groups do reflect a disproportionate need for affordable home repairs and new construction yet lack the income to make proper repairs. A disproportionate need is when a percentage of persons in an ethnic category of needs are also a member of a particular racial or ethnic group that is at a minimum of 10 percentage points higher than the persons in the category. The following categories meet the criteria and are disproportionate need categories:

- Lacks complete kitchen, bath, and or sleeping facilities.
- Lacks complete plumbing or inoperable facilities.

- More than two persons per room.
- Cost Burden greater than 30 percent of poverty index

Overall, Midland County faces a lower 10.9 percent extreme poverty rate than the Texas average 14.0 percent, of the population living below the poverty line. This economic strain is compounded by the alarming percentage of children in Midland who live in families with incomes below or just above the poverty line, which can have long-lasting effects on their education and health outcomes. Midland County showcases a diverse income distribution, with a considerable segment of the population experiencing economic challenges. Understanding these dynamics is essential for local policymakers and community organizations aiming to enhance economic conditions and support vulnerable populations in the region.

AREAS OF MINORITY AND /OR LOW-INCOME CONCENTRATION

The examination of demographic data does not definitively indicate housing discrimination within protected classes. However, statistical information can be valuable in highlighting issues such as poverty, the composition of families and households, the needs of disabled individuals and special populations, as well as the circumstances of elderly disabled persons. Understanding the racial composition and changes over time provides insights into the community's dynamics. Examining the population, housing, special needs characteristics and trends in the city that may affect equal housing opportunity. This Community Profile provides insights for identifying potential impediments to fair housing choice. While not definitive indicators of impediments to fair housing choice in and of themselves, the data may point to conditions or situations that could be indicators of impediments to fair housing choice. "In 2023, Texas had a population of 29.6 million people with a median age of 35.5 and a median household income of \$76,292.

Between 2022 and 2023 the population of Texas grew from 29.2 million to 29.6 million, a 1.36 percent increase and its median household income grew from \$73,035 to \$76,292, a 4.46 percent increase (U. S. Census 2023-2024). The five largest ethnic groups in Texas are White (Non-Hispanic) (39.9 percent), Two+ (Hispanic) (16.3 percent), White (Hispanic) (14 percent), Black or African American (Non-Hispanic) (11.9 percent), and Other (Hispanic) (8.22 percent). The racial composition of Midland with that of Texas, demonstrate significant racial diversity in the city. Midland has a higher percentage of White persons

than the state. The percentage of African Americans is below that of the state. The percentage of Hispanic Americans is slightly higher than the state average. Midland's majority population and minority population statistics are presented on the General Population and Housing Data Table (U. S. Census 2023-2024.

While the percent of population was relatively unchanged from 2020 to 2024 several race groups showed unchanged or slight increases greater than the city's overall growth rate from prior years: White Non-Hispanic (55.3 percent), Hispanic-Latino (of any race) (47.1 percent) Two+ (Hispanic) (36.5 percent), White (Hispanic) (6.9 percent), and Other (Hispanic) (3.7 percent), Black or African-American (Non-Hispanic) (8.2 percent), Asian and Pacific Islanders (2.4 percent). The share of homes in the Midland area where a language other than English is spoken is slightly higher than the rest of the state. The area has a percentage of people who speak English less than "very well" for Midland MSA (40.0 percent) vs. in Texas (37.2 percent) (datausa.io).

Public (PHA) Housing Programs

Two public housing authorities (PHA) operate in Midland; the City of Midland Housing Authority that was established in 1971 and primarily serve seniors and disabled adults. The Midland City Council appoints the City Housing Authority Board of Commissioners, otherwise the City Housing Authority is independent of the City. The Midland County Housing Authority that was created in 1988 by the Midland County government. The County Commissioners' Court appoints the County Housing Authority Board of Commissioners; likewise, the County Housing Authority is also independent of the County government. Two PHA's operates within Midland County serving 1,081 rental vouchers to families with children and 183 Units of Hillcrest Manor apartments, and Langtry Village apartments combined. The Inventory of Affordable Housing Properties identifies the publicly supported rental properties in Midland. The name, the number of units, the population served, and the number of units designed for disabled persons are shown on the Table.

Properties listed include recent Low Income Housing Tax Credits complexes. Information from the new Five Years Consolidated Plan -- covering October 2025 to September 2030 -- submitted by the City to HUD reveal the following number of minorities served by each program. It should be noted that CDBG supported activity that meet federal requirements, may be limited to areas of a higher percentages of low and moderate-income persons. These properties are

generally within census tracts that often mirror city's minority concentrated areas. Over the past five years, the city's housing programs have not been the subject of discrimination complaints. Both PHAs must administer the rental assistance programs consistent with the Fair Housing Act.

Race	City Public Housing	City Public Hispanic	Midland County PHA				
			Voucher	Elderly	Hispanic	FUP	Disabled
White	62	38	521	121	403	8	140
Black/African American	73		550	71	49	16	105
Asian	0	0	1	1	0	0	0
American Indian/Alaska Native	0	0	4	0	0	0	0
Native Hawaiian/ Pacific Islander	0	0	5	0	5	0	1

The Community Development Block Grant (CDBG) supported activities are required to target areas with a significant percentage of low and moderate-income individuals in order to comply with federal regulations. These areas frequently overlap with the city's minority concentrated zones. Over the past five years, the city's housing programs have not faced any discrimination complaints, indicating effective compliance with the Fair Housing Act by both Public Housing Authorities (PHAs) that manage rental assistance programs. In the context of other housing initiatives supported by the U.S. Department of Housing and Urban Development (HUD) in Midland, there is evidence of alignment with fair housing objectives, as minority households have not been systematically excluded from these programs. A worker earning the mean renter wage requires only 1.5 jobs at the prevailing wage rate to afford an apartment,

whereas a minimum wage worker would need to hold 2.9 jobs to afford the same housing, highlighting significant disparities in affordability based on income levels. Regarding the current fair housing status, the City of Midland does not have a fair housing ordinance or resolution. Instead, it directs housing discrimination complaints to the State of Texas or HUD, with the Texas Workforce Commission Civil Rights.

As of November 2024, HUD had not filed any fair housing discrimination charges against the city, and there have been no court orders or sanctions imposed by HUD regarding assisted housing or fair housing remedies in Midland. Furthermore, no lawsuits for housing discrimination have been initiated against the city by the Department of Justice or private entities. In addressing impediments identified in the 2025 Analysis of Impediments, various actions have been taken to achieve the broad objectives set forth in that analysis. The Community Development staff has engaged in training for fair housing advocacy, made referrals to HUD and local legal aid agencies, and established the Midland Fair Housing Partnership (MFHP), which encompasses members such as the Board of Realtors, the Midland Apartment Association, and the Midland Affordable Housing Alliance. Public awareness initiatives have included low-cost promotions of fair housing regulations, community engagement activities, and celebrations of Fair Housing Month. The Community Development staff has also worked to prepare households and individuals for housing choices by disseminating information on tenant rights and supporting local financial education programs. Furthermore, efforts to expand housing choices have been realized through the implementation of the City's Consolidated Plan, involving housing programs coordinated by the Community Development Division and the acquisition or transfer of land to local non-profit affordable housing agencies as appropriate.

Fair Housing & Schools Performance Data

Midland Independent School District (MISD) has recently celebrated notable achievements among both elementary and high school students, reflecting strong academic engagement and support from the community. However, student performance and opportunity are also shaped by broader city dynamics — particularly those related to fair housing and equitable school resources. MISD's high schools have produced outstanding graduates, with 23 top-performing seniors honored in 2025. These students, recognized at the annual Shining Stars Breakfast, were celebrated not just for their exceptional GPAs but also for their involvement in extracurriculars and leadership roles. Each

was awarded scholarships between \$2,000 and \$5,000, underscoring the district's commitment to rewarding academic achievement. The event also highlighted the influential role of dedicated teachers, further reinforcing the supportive educational environment for schools such as Alamo Jr. High which has been recognized as "Campus of the Year." These awards reflect an environment where teacher innovation and student progress are prized. The consistent acknowledgment of both veteran and rookie teachers points to a culture of professional growth and mentorship at the elementary stage.

While these achievements are commendable, student success is closely linked to access to stable, fair housing. In Midland, as in many American cities, neighborhoods with better housing options often correlate with schools that have greater resources, higher test scores and more extracurricular opportunities. Conversely, areas with housing instability or economic challenges can see lower performance due to fewer resources and higher student turnover. This structural reality means that while individual achievements shine, disparities may persist citywide. Community engagement plays a crucial role in bridging gaps. Corporate and philanthropic sponsors have contributed significantly to supporting educators and schools through events, scholarships, and program funding. These partnerships help mitigate some inequities by providing additional resources to schools and students who might otherwise lack them.

Alternative opinions note that high-achieving students from underprivileged backgrounds prove that effective interventions and dedicated educators can overcome some housing-related barriers. However, rare cases of resource-rich schools in lower-income neighborhoods demonstrate that targeted investment can sometimes flip expected outcomes. In terms of fair housing and educational performance, it is essential that affordable housing options are available near public schools. The Texas Education Agency (TEA) assigns accountability ratings to districts and campuses based on performance metrics, with a "Met Standard" rating representing acceptable performance. New single-family housing constructed or substantially modified with HUD funding or city-supported activities generally complies with state viability standards, ensuring accessibility for individuals with disabilities. Recently, Midland Independent School District (MISD) has been proactive in sharing its internal calculations of accountability ratings for the 2023-24 school year, despite delays in the official ratings release due to a temporary restraining order affecting the TEA. MISD's projections for the 2023-24 school year indicate an overall rating of C (71 out of

100), with notable gains in campus ratings compared to previous years (Texas Education Agency (TEA)).

Specifically, the number of campuses rated A and B has increased, while the overall performance has shown improvement, with 66 percent of campuses maintaining or improving their overall rating score. Notably, 31 percent of students are now in A/B rated campuses, an increase from 14 percent the previous year. However, three campuses are projected to receive an "F" rating due to the "forced F" rule, which caps the highest score a campus can achieve under certain conditions (Texas Education Agency (TEA)). MISD Superintendent Dr. Stephanie Howard expressed pride in the improvements across many campuses and emphasized the district's commitment to continuous improvement and academic excellence, regardless of the challenges posed by rating delays. While significant strides have been made in both fair housing compliance and educational performance in Midland, ongoing efforts are necessary to further enhance accessibility, affordability and academic achievement across the community.

Texas Academic Performance Report (TAPR) for Midland Independent School District

The Texas Academic Performance Reports (TAPR) compile comprehensive data on student performance in each school and district in Texas annually, detailing information by student groups like ethnicity and socioeconomic status. These reports also offer insights into school staff, programs, and student demographics but don't draw explicit conclusions or recommendations. Instead, they present detailed statistics and comparisons with district and state averages concerning academic performance, attendance, graduation rates, staff, and student demographics for Midland ISD. In essence, TAPR serves as a treasure trove of educational data, painting a picture of how schools and districts across Texas are performing. Every year, it breaks down the performance of students into various groups, which helps highlight disparities and achievements among different demographics.

Analysis over multiple years helps identify consistent patterns or anomalies that allow for educators to focus on specific student groups to target interventions effectively. For instance, by examining data through the lenses of ethnicity and socioeconomic status, schools can identify specific areas needing improvement or celebrate successes. TAPR doesn't make direct conclusions, it's pivotal for

administrators and policymakers who use this data to inform decisions and strategies. This makes it a critical tool for fostering educational equity and excellence across the state.

The 2023-24 Texas Academic Performance Report (TAPR) for Midland Independent School District offered a comprehensive analysis of the district's academic performance, highlighting the results of the State of Texas Assessments of Academic Readiness (STAAR) and special education status. This report provides insights into performance rates across subjects, grades, and demographic groups, offering a nuanced look at educational outcomes and areas for improvement. The STAAR Performance Overview: The report details Midland ISD's STAAR performance across grades and subjects, categorizing achievements into "Approaches," "Meets," and "Masters" grade levels. For example, Grade 3 reading showed a slight decline from 76 percent at the "Approaches" level in 2023 to 74 percent in 2024, while Grade 3 mathematics indicated a small improvement in students meeting grade level expectations.

Conversely, Grade 4 reading saw an increase in performance, while Grade 4 mathematics reflected a slight decrease. These trends highlight the fluctuations in academic achievement, underscoring the need for targeted interventions in certain areas. School Progress in Annual Growth: The report also highlights annual growth rates across subjects and grades. Notable improvements include Grade 4 and 5 ELA/Reading, while declines are observed in Grade 6 and 7 Mathematics. These data points suggest that while some areas are showing encouraging progress, others require focused support to improve student outcomes (The State of Texas Assessments of Academic Readiness (STAAR).

Accelerated Learning Trends indicates generally lower performance rates in 2024 compared to 2023. While Grade 4 ELA/Reading showed improvement, other areas, such as Grade 7 Mathematics, saw declines. This calls for an evaluation of accelerated learning programs to enhance their effectiveness. Bilingual Education and ESL programs showed mixed results, with a slight decline in overall bilingual education participation but notable increases in monitored and former English Language Learners (EB/EL). Graduation Rates and Demographics boasts a graduation rate of 90.3 percent for the class of 2023, with Hispanic students performing well. However, African American and economically disadvantaged students face challenges, emphasizing the importance of tailored support to improve outcomes for these groups. Career Readiness and CTE programs and technical education (CTE) programs see solid participation, with 23.5 percent of graduates completing CTE courses. The

district reportedly aims to increase this percentage to better prepare students for the workforce (The State of Texas Assessments of Academic Readiness (STAAR)).

Alternative assessments and perspectives are often at the foundation for positive achievement, as well as socio-emotional support as integral components of student success. Programs that address these areas could complement traditional academic interventions. Additionally, college, career, and military readiness have showed significant improvements and are noted in college, career, and military outcome metrics, particularly among different demographic groups. The overall readiness rate increased to 77.0 percent in 2022-2023, demonstrating successful efforts in preparing students for post-secondary pursuits. Midland ISD's teaching workforce is composed of experienced professionals, with an average of 11.5 years of teaching experience. However, the teacher turnover rate of 22.9 percent is higher than the state average, suggesting a need for strategies to retain quality educators.

There are likely actionable steps for improvement which focus on targeted interventions in subjects with declining performances. The annual growth data reveals both bright spots and areas needing attention. For instance, improvements in Grade 4 and 5 ELA/Reading show promise, suggesting effective teaching strategies or curriculum adjustments. However, the declines in Grade 6 and 7 Mathematics indicate potential challenges that might require a detailed review of instructional methods or resource allocation. Mixed results in bilingual and ESL programs also suggest a need for nuanced strategies. While there's an increase in monitored and former EB/EL students, the slight decline in overall bilingual education participation points to potential gaps in program engagement or access (State of Texas Assessments of Academic Readiness (STAAR)).

PRIVATE LOAN MARKET BARRIERS THAT DISCOURAGE HOMEOWNERSHIP

The Home Mortgage Disclosure Act (HMDA) was enacted by Congress in 1975 and was implemented by the Federal Reserve Board's Regulation C. On July 21, 2011, the rule-writing authority of Regulation C was transferred to the Consumer Financial Protection Bureau (CFPB). This regulation provides the public loan data that can be used to assist: This regulation applies to certain financial institutions, including banks, savings associations, credit unions, and other mortgage lending institutions. Using the loan data submitted by these financial institutions, the

Federal Financial Institutions Examination Council (FFIEC) creates aggregate tables for each metropolitan statistical area (MSA) or metropolitan division (MD) (where appropriate), and individual institution disclosure reports (Home Mortgage Disclosure Act). Since July 21, 2011, the Consumer Financial Protection Bureau (CFPB) has held the rule-writing authority for Regulation C. This regulation mandates certain financial institutions, including banks, savings associations, credit unions, and other mortgage lenders, to submit detailed loan data. The Federal Financial Institutions Examination Council (FFIEC) then uses this data to create aggregate tables for each metropolitan statistical area (MSA) or metropolitan division (MD), along with individual institution disclosure reports.

HMDA data provides some insight into the lending patterns that exist in a community. However, HMDA data is only an indicator of potential problems; the data cannot be used to conclude definite redlining or discrimination practices. Two types of purchase financing—conventional and government-backed—are examined, as well as refinancing and home improvement loans. Conventional financing refers to market-rate loans provided by private lending institutions such as banks, mortgage companies, savings and loans, and thrift institutions. Several federal government agencies offer loan products that have below-market interest rates and are insured by the agencies. Sources of government-backed financing include the Federal Housing Administration, the Department of Veterans Affairs, and the Rural Housing Services/Farm Service Agency (RHA/FSA). Loans backed by local jurisdictions (such as silent second loans by cities and counties) are not covered under HMDA (consumerfinance.gov).

Government-backed financing refers to loans offered at below-market interest rates that are typically issued by private lenders and are guaranteed by federal agencies. These loans are offered to lower and moderate-income households who may have difficulty in obtaining home mortgage financing in the private market due to income and equity issues. Several federal government agencies offer loan products that have below-market interest rates and are insured by the agencies. Sources of government-backed financing include the Federal Housing Administration, the Department of Veterans Affairs, and the Rural Housing Services/Farm Service Agency (RHA/FSA). Government-Backed Loans: Supported by federal agencies and offered at below-market rates, often to help lower-income households. One can use the data to identify patterns in lending practices. Loans backed by local jurisdictions (such as silent second loans by cities and counties) are not covered under HMDA.

HMDA data provides insight into the lending patterns that exist in a community. However, HMDA data is only an indicator of potential problems; the data cannot be used to conclude definite redlining or discrimination practices. In the format provided on the Website, HMDA data lack the detailed information on loan terms or specific reasons for denial to make conclusive statements.

Conventional financing involves market-rate loans from private lenders, while government-backed loans provide below-market interest rates and are often backed by federal agencies, aimed at assisting lower and moderate-income households. To support fair housing choices, the Community Reinvestment Act was enacted in 1977, encouraging financial institutions to meet the credit needs of their communities, including low and moderate-income areas. HMDA requires financial institutions with assets over ten million dollars to report detailed home loan data, which is evaluated to assess lending patterns. Several organizations play roles in monitoring real estate industry practices and ensuring compliance with fair housing laws. The FFIEC, for example, prescribes uniform principles and standards for examining financial institutions and prepares Community Reinvestment Act rating reports. Meanwhile, the National Association of Realtors (NAR) and the Texas Association of Realtors emphasize ethical practices and offer diversity training to their members. The Texas Real Estate Commission is responsible for licensing real estate professionals, enforcing education requirements, and maintaining industry standards.

POLICY IMPROVEMENT NEEDED FOR DIVERSE COMMUNITY REPRESENTATION

To enhance housing choices in Midland, Texas, it is essential to promote the construction of affordable and rental housing options specifically tailored for disabled individuals and families with children. A critical step in this process involves engaging stakeholders by organizing focus groups that include advocacy organizations, community groups, real estate professionals, lenders, property owners, and government officials. These discussions aim to evaluate fair housing issues, identify discriminatory practices, and develop strategies to address them, ultimately fostering a collaborative approach to meeting the housing needs of vulnerable populations. Current observations indicate that Midland's housing market has experienced fluctuations in demand due to economic factors, leading to a scarcity of affordable options.

Moreover, there is a significant lack of accessible housing for individuals with disabilities, which restricts their choices. Families with children and disabled individuals often require specific amenities, such as wheelchair accessibility, proximity to schools, and access to public services; however, many existing housing developments fall short of meeting these needs due to outdated designs or insufficient planning for accessibility.

There is a noteworthy absence of coordinated efforts among stakeholders, including advocacy organizations, real estate professionals, and government officials—to effectively tackle fair housing issues. This lack of collaboration hinders the identification and resolution of housing needs. Funding and resources also present a challenge, as limited funding opportunities for affordable housing projects make it difficult to develop and maintain quality housing options. Existing programs often do not adequately address the specific needs of disabled individuals and families with children. To address these challenges, several recommendations can be implemented. First, establishing regular focus groups involving stakeholder organizations will facilitate ongoing discussions about fair housing issues and the needs of vulnerable populations. Second, conducting comprehensive needs assessments in collaboration with stakeholders will help gather data to inform policy changes and development strategies. Promoting inclusive housing development is also crucial; this can be achieved by incentivizing developers to incorporate universal design principles in new construction projects and advocating for zoning reforms that allow for the development of mixed-use housing that includes affordable units designed for families and individuals with disabilities.

Third, increasing funding opportunities is vital; local governments should work to access state and federal funding programs aimed at affordable housing, such as Low-Income Housing Tax Credits (LIHTC) and Community Development Block Grants (CDBG). Furthermore, fostering public-private partnerships can also help share costs and resources for building affordable and accessible housing. Integrating wraparound support services, such as childcare, transportation, and healthcare within housing developments, can greatly enhance the quality of life for families and disabled individuals. Creating dedicated housing trust funds and land banks focused on affordable housing development for disabled individuals and families with children is another significant strategy. These funds can provide grants or low-interest loans to developers committed to building accessible units.

Utilizing available federal and state resources effectively will address critical housing needs, including rehabilitation and preservation of existing units. Collaborating with community organizations and advocacy groups can further increase the availability of accessible housing and encourage the development of a diverse range of housing types at various price points.

Ultimately, it is essential to monitor and evaluate progress toward increasing the availability of affordable and accessible housing. Setting clear, measurable goals and instituting a reporting system will allow for regular assessment of progress and necessary adjustments based on community feedback and changing needs. By engaging stakeholders, promoting inclusive housing development, increasing funding opportunities, enhancing support services, creating dedicated funds, and monitoring progress; Midland can significantly improve housing choices for disabled individuals and families with children. This comprehensive strategy aims to foster a more equitable and diverse housing landscape that meets the needs of all community members.

OVERSIGHT & GOVERNANCE POLICIES

The city is committed to fostering public-private partnerships aimed at developing land and housing that are accessible to a diverse population. This initiative will involve collaboration with contractors, non-profit housing organizations, and community development corporations. The Community Development Division will work to ensure that municipal zoning and construction codes are in line with the Americans with Disabilities Act (ADA) to enhance accessibility for individuals with disabilities. Additionally, this division will strive to simplify the review and approval processes for new construction and home modifications within areas targeted by the Community Development Block Grant (CDBG) program. The city will also promote the principles of universal design in new housing projects and ensure that local zoning laws and building codes meet the needs of higher-density housing, individuals with disabilities, and group homes or congregate living facilities.

As previously mentioned, residents of the city are protected from housing discrimination by various laws at the federal, state, and local levels (Texas Property Code 2023). These laws are enforced by agencies across these levels, and individuals have multiple avenues for seeking help if they believe they have experienced discrimination. At the federal level, the Department of Housing and Urban Development (HUD) and the Department of Justice (DOJ) hold enforcement responsibilities.

Complaints can be filed with these agencies, and in certain cases, the DOJ may pursue legal action. Typically, fair housing service providers work in collaboration with HUD and state agencies to address issues. However, if litigation is needed, cases may be resolved through administrative filings with HUD or the state, referred to the DOJ's Civil Rights Division for consideration, or directed to a private attorney for potential legal action. In Texas, the Texas Fair Housing Law offers protections for individuals with disabilities in the sale or rental of housing. This law outlines discriminatory practices and specifies exemptions within the Texas Property Code, Title 15, Chapter 301. According to the Texas Department of Housing and Community Affairs, the Fair Housing Act does not prevent housing denial based on creditworthiness, rental history, or criminal records.

It also does not protect individuals who pose a direct threat to others or their property. Certain exemptions apply, including owner-occupied buildings with a maximum of four units, single-family homes rented or sold without a broker, and housing run by organizations or private clubs that limit occupancy to members. Additionally, housing developments designated for individuals aged 55 or older may be exempt from provisions that prohibit discrimination based on familial status. The Texas law does require housing providers to take necessary steps to enhance accessibility for individuals with disabilities (Texas Property Code 2023). The relationship between landlords and tenants in Texas is governed by various statutes, particularly Chapter 92 of the Texas Property Code, alongside numerous court rulings. This chapter outlines the definitions of rental agreements, as well as the obligations of landlords and tenants, and the enforcement measures and remedies available to them.

Other relevant sections include additional chapters of the Texas Property Code, the Texas Local Government Code, the Texas Health and Safety Code, the Texas Human Resources Code, and the Texas Civil Practices and Remedies Code. Midland currently lacks an active fair housing program, and focus group discussions, along with survey results, highlight a significant gap in knowledge regarding fair housing laws, policies, and practices. This gap underscores an ongoing need for education, awareness, and outreach, particularly among lower-income households and minority communities. To address these issues, several recommendations have been proposed. City agencies, housing advocacy groups, and service organizations should continue and expand their efforts to inform renters and homebuyers about their rights and the recourse available to them in cases of discrimination. Additionally, the City should conduct training sessions and information campaigns aimed at rental property

owners, managers, apartment owner associations, and management companies to enhance their understanding of fair housing laws.

Moreover, it is essential to convene focus groups comprising advocacy organizations, community-based groups, real estate professionals, lenders, property owners, and government officials to review and assess fair housing issues. These discussions should aim to identify discriminatory practices and trends, as well as develop strategies to address them. Regular updates to fair housing information and strategies are also crucial; therefore, groups that advocate for affordable housing construction and management should meet annually, or possibly biannually. Awareness efforts should be expanded to include school (MISD) programs, like poster and essay contests, coordinated with Fair Housing activities. A dedicated session on fair housing law and practices during a "Housing Summit" would also be beneficial. Collaborating with housing advocacy and non-profit organizations to create homeownership and home maintenance educational programs (Midland Collage BEDC) for first-time homebuyers is vital for preparing them for the responsibilities associated with ownership.

Lastly, it is important to continue and, if possible, expand existing educational programs for households and housing-related organizations. This can be achieved through distributing Fair Housing law literature, conducting seminars and training, and focusing public awareness campaigns on fair housing laws in ethnic and minority neighborhoods, as well as among civic, social, religious, and special interest groups. Providing Fair Housing materials and educational programs in Spanish is particularly important in neighborhoods with a high percentage of Spanish-speaking residents, ensuring that everyone has access to this critical information.

CITIZEN PARTICAPATION PLAN/COMMUNITY GROUP/FOCUS GROUP MEETINGS

Community participation focuses on the characteristics and trends related to population, housing, and special needs within the city that may influence equal housing opportunities. The Community Profile aims to identify potential barriers to fair housing choices. While the data presented are not definitive indicators of such impediments on their own, they may highlight conditions that could suggest barriers to fair housing. The development of the Analysis of Impediments to Fair Housing Choice follows a collaborative process involving consultation and citizen participation, building upon existing channels for community

engagement. Citizens, non-profit organizations, and other interested parties were provided various opportunities to engage, including:

- Contributing during meetings, hearings, and planning sessions.
- Reviewing and providing feedback on the participation plan and the Analysis of Impediments to Fair Housing Choice, along with any related comments.
- Participating in public hearings.
- Commenting on the plan and its amendments.
- Registering complaints regarding the Analysis of Impediments to Fair Housing Choice and its amendments.

To comply with citizen participation requirements, the city undertook several actions:

- It prepared, adopted, and implemented a Citizen Participation Plan.
- Informational notices about the Analysis of Impediments to Fair Housing Choice were published.
- Public hearings were conducted in accessible locations at convenient times, with reasonable advance notice.
- The Analysis was made available for public review and comment for 30 days prior to submission to HUD.
- Reasonable access to records of assistance for affordable and supportive housing received by the city over the past five years was provided to citizens, public agencies, and other interested parties.
- The views and comments from citizens were considered and summarized for inclusion with the submission.

As part of the public participation process for the development of the HUD's 2025-2029 Consolidated Plan and the preparation of an updated Analysis of Impediments, the city convened three focus groups and held a public hearing to obtain information on housing discrimination and the needs of low- and moderate-income residents of Midland. The focus/community group meetings were held on March 10, 2025, and March 13, 2025. The meetings were held at

the MLK Community Center, 2300 Butternut Lane; Casa De Amigos, 1100 Garden Lane; Midland Southeast Center, 1803 E. Indiana; and Midland Senior Center, 3303 W. Illinois; as part of the outreach process. The schedule was publicized in the Midland Reporter-Telegram newspaper, on the City's website and through volunteers distributing information prior to the event. Four focus group meetings were held, inviting representatives from lending and financial services, community service organizations, housing developers, housing advocacy groups, and government officials. A brief presentation about the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice was made to each focus group, and an invite was made to attend and participate in the two public hearings; there open discussions of needs and priorities were heard.

The Community Development Division organized two public hearings on June 10, 2025, and June 24, 2025, to discuss the fundamental elements of the Analysis of Impediments to Fair Housing Choice, allowing attendees to ask questions and provide comments. The City's survey was conducted to determine the extent to which impediments to housing may be measured from a community perspective; whether intentional or unintentional. This survey helped to identify the impediments to fair housing choices that exist in Midland as evidenced by residents and what the nature of those impediments. The survey was available at senior centers, neighborhood centers, city webpages and also at the focus group meetings. Focus group attendees and staff were encouraged to advise other (individuals, families, organizations, etc.) to take the survey. Respondents were asked to identify which priorities and issues were of most to least significant. The city received 27 responses of 90 survey responses described below may not always reach this total, as some respondents skipped questions. On August 12, 2025, the City Council approved the Analysis of Impediments to Fair Housing Choice and adopted a Resolution of Authorization, subsequently forwarding the document to the HUD Regional Office.

SUMMARY

The residents of Midland are protected from discrimination through states and local legislation and policies influencing the housing market. The federal Fair Housing Act serves as the foundation for fair housing policy in the United States, prohibiting discrimination on the bases of race, color, sex, religion, national origin, disability, and familial status. State law extends protections to Texans based on these same attributes; yet we must remain vigilant in rooting out

housing discrimination. Illegal housing discrimination continues and may be manifested through covert actions. The City of Midland and the Community Development Office will continue to promote and advocate for fair housing and fair lending practices.

METHODOLOGY KEY DATA SOURCES USED TO COMPLETE THIS Analysis of Impediments to Fair Housing Choice:

- U.S. Census and the American Community Survey
- Comprehensive Housing Affordability Strategy (CHAS) Data from HUD
- Housing and Urban Development (HUD) Office of Policy Development and Research (HUD PD&R)
- Home Mortgage Disclosure Act (HMDA) Data
- Housing and Urban Development (HUD), Fair Housing and Equal Opportunity Complaint Data
- CoreLogic, Inc.
- Consumerfinance.gov
- Lanier Real Estate, LLC
- Texas Railroad Commission
- Realtor.com
- Council For Community and Economic Research
- Real Estate Center at Texas A&M University
- Datausa.io
- Texas Property Code
- Texas Real Estate Commission
- Texas Association of Realtors (TAR)
- Texas Real Estate Research Center at Texas A&M University
- National Association of Realtors (NAR)
- Home Mortgage Disclosure Act (HMDA)
- Federal Financial Institutions Examination Council (FFIEC)
- Consumer Financial Protection Bureau (CFPB)
- Center for Housing Policy
- Midland County Foreclosure Archives
- Community Reinvestment Act (CRA)
- City of Midland/Midland County Housing Authority
- City of Midland Comprehensive Plan (Tall City Tomorrow)
- Midland Odessa Urban Transit Board
- Texas Education Agency
- CoStar Group