CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
April 11, 2023 - 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 – Monsignor Larry Droll, St. Ann's Catholic Church

2. Pledge of Allegiance

PRESENTATIONS

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

    3a. Presentation of Proclamation for "National Child Abuse Awareness Month" and "National Sexual Assault Awareness Month"

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

    4a. BRIEFING SESSION OF MARCH 28, 2023

    4b. REGULAR SESSION OF MARCH 28, 2023

5. 2023-051 – RESOLUTION APPROVING THE PURCHASE OF FURNITURE AND ASSOCIATED EQUIPMENT FOR THE CITY OF MIDLAND UTILITIES SERVICE CENTER FROM SEWCO, INC., DBA OFFICEWISE FURNITURE AND EQUIPMENT THROUGH THE PURCHASING ASSOCIATION OF COOPERATIVE ENTITIES AND OMNIA PARTNERS FOR A TOTAL COST OF $318,654.49 (DISTRICT: NONE) (GENERAL SERVICES)

6. 028-2023 – MOTION APPROVING SPECIFICATIONS FOR DRY CLEANING AND LAUNDRY SERVICES FOR VARIOUS CITY DEPARTMENTS, 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 BIDS FOR SAID SERVICES PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID SPECIFICATIONS (DISTRICT: ALL) (GENERAL SERVICES)

7. 2023-052 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $128,851.10 (DISTRICT 2) (GENERAL SERVICES)

8. 2023-053 – RESOLUTION ADOPTING A NEW PURCHASING POLICY AND RESCINDING ALL PRIOR CONFLICTING RESOLUTIONS (DISTRICT: NONE) (GENERAL SERVICES)

9. 2023-054 – RESOLUTION APPROVING THE PURCHASE OF ONE (1) INTERNATIONAL HV607 4X2 CHASSIS WITH TEN-FOOT DUMP BED, ONE (1) INTERNATIONAL HV607 6X4 CHASSIS WITH FOURTEEN-FOOT DUMP BED, ONE (1) INTERNATIONAL HV607 6X4 CHASSIS WITH TWENTY-TON CRANE, ONE (1) INTERNATIONAL HV507 6X4 CHASSIS, AND THREE (3) INTERNATIONAL HV607 6X4 CHASSIS WITH ROLL-OFF BODIES FROM BDR PREFERRED HOLDING LLC DBA ROBERTS TRUCK CENTER THROUGH SOURCEWELL FOR A TOTAL COST OF $1,231,546.84 (DISTRICT: NONE) (GENERAL SERVICES)

10. 2023-055 – RESOLUTION AWARDING A CONTRACT FOR THE ENVIRONMENTAL COMPLIANCE SAMPLING PROJECT IN THE AMOUNT OF $83,354.00 TO TALON/LPE, LTD.; AND APPROVING $20,838.50 FOR CONTINGENCIES (DISTRICT: NONE) (GENERAL SERVICES)

11. 029-2023 – MOTION AUTHORIZING THE EXECUTION OF A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR CERTAIN SERVICES RELATED TO THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD, AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT (900413) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING $102,851.06 FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)

12. 030-2023 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING FOR CERTAIN SCOPE CHANGES TO THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD, AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT (900413) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING $25,000.00 FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)

13. 031-2023 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $455,206.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH SUPPORT FOR PUBLIC HEALTH INFRASTRUCTURE AND WORKFORCE NECESSITIES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

14. 032-2023 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $114,222.32 FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF REFUGEE IMMUNIZATION SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

15. 033-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 47, BEING A PLAT OF A 37.62-ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF LEISURE DRIVE AND SOUTH LOOP 250 WEST) (DISTRICT 4) (DEVELOPMENT SERVICES)

16. 034-2023 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY PROVIDING (1) THAT THE CITY OF MIDLAND SHALL ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO EXTEND OCCIDENTAL PARKWAY TO ELKINS ROAD AND SHALL DESIGN SAID EXTENSION OF OCCIDENTAL PARKWAY, AND (2) THAT MIDLAND COUNTY SHALL CONSTRUCT SAID EXTENSION OF OCCIDENTAL PARKWAY (DISTRICT 1) (ENGINEERING SERVICES)

17. 035-2023 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY PROVIDING (1) THAT THE CITY OF MIDLAND SHALL CONSTRUCT HARRIS ROAD, FROM MIDKIFF ROAD TO GARFIELD STREET, AND (2) THAT MIDLAND COUNTY SHALL REIMBURSE THE CITY FOR THE COST OF THE CONSTRUCTION THAT OCCURS OUTSIDE OF THE BOUNDARIES OF THE CITY, WHICH IS ESTIMATED TO BE $1,350,335.00 (DISTRICT 2) (ENGINEERING SERVICES)

18. 2023-056 – RESOLUTION AUTHORIZING THE CITY OF MIDLAND IN CONJUNCTION WITH MIDLAND COUNTY TO ACCEPT THE FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT FUNDS TOTALING $30,063.00; THE CITY OF MIDLAND WILL RECEIVE $18,037.00 (60%) AND MIDLAND COUNTY WILL RECEIVE $12,026.00 (40%) OF THE GRANT FUNDS; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING GRANT FUNDS (DISTRICT: NONE) (POLICE)

19. 036-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-015) BETWEEN THE CITY OF MIDLAND AND MATTERHORN EXPRESS PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16, AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

20. 037-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-016) BETWEEN THE CITY OF MIDLAND AND MATTERHORN EXPRESS PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

21. 038-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-017) BETWEEN THE CITY OF MIDLAND AND MATTERHORN EXPRESS PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

22. 039-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-018) BETWEEN THE CITY OF MIDLAND AND MATTERHORN EXPRESS PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

23. 10386 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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) (FIRST READING HELD MARCH 28, 2023)

24. 10390 – AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 28, 2023)

25. 10391 – AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 28, 2023)

26. 10392 – AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 28, 2023)

27. 10393 – AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 28, 2023)

28. 10394 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT 3) (ENGINEERING SERVICES) (FIRST READING HELD MARCH 28, 2023)

PUBLIC HEARINGS

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

29. 10395 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1B, BLOCK 33, NORTHGATE ADDITION, SECTION 24, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE

AND BRIARWOOD 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 1) (DEVELOPMENT SERVICES)

30. 10396 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 1, W. P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

31. 10397 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 4, BLOCK 2, COUNTRY VILLA ESTATES, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BRINSON LANE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND TP, TECHNOLOGY PARK DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

MISCELLANEOUS

32. 2023-057 – RESOLUTION OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CREATION OF A SPACEPORT DEVELOPMENT CORPORATION IN CONJUNCTION WITH MIDLAND COUNTY, TEXAS, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 507; AND SETTING FORTH OTHER MATTERS RELATED THERETO (DISTRICT: NONE) (CITY MANAGER)

33. 040-2023 – MOTION APPOINTING INDIVIDUALS TO SERVE ON THE BOARD OF DIRECTORS OF THE MIDLAND SPACEPORT DEVELOPMENT CORPORATION (DISTRICT: NONE) (CITY MANAGER)

PUBLIC COMMENT

34. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on

the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

EXECUTIVE SESSION

35. 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 pending or contemplated litigation.

a.2. Discuss a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

b. Section 551.072, Deliberation Regarding Real Property

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

Respectfully Submitted,

Robert Patrick
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
BRIEFING SESSION
MINUTES
March 28, 2023

The City Council convened in briefing session in the Basement Conference Room, City Hall, Midland, Texas, at 9:10 AM, March 28, 2023.

Council Members present:	Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, John Norman
Council Members absent:	Jack Ladd
Staff members present:	City Attorney John Ohnemiller, City Manager Robert Patrick, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 9:12 a.m.

The following matter(s), and any matter listed on the agenda for this meeting, may be discussed by the City Council:

1. Receive and discuss a presentation from Erika Martinez regarding updating Purchasing Policy to allow electronic bidding.

   Assistant Purchasing Manager Erika Martinez gave a brief overview of the Electronic Bid (E-Bid) management software. Ms. Martinez discussed existing bid management challenges, identified objectives for a new E-Bidding system and highlighted the benefits the City of Midland would receive from having this platform.

2. Receive and discuss a presentation from Carl Craigo, Utilities Director regarding T-Bar Phase 2 Remediation Project.

   Utilities Director Carl Craigo gave a brief overview of the remediation of the Heritage Standard Corporation at T-Bar Ranch. Mr. Craigo reported on the request for proposals for the T-Bar remediation plan, goals and the three phases of the remediation plan.

3. Receive a presentation from the Fire Chief regarding the new Midland Fire Station feasibility study.

   Fire Chief Chuck Blumenaur gave a brief overview of the feasibility study from Martinez Architects for new fire stations 4, 8, 9 and 12. Each station was broken down to provide a summary of scope and methodology and a summary of probable construction costs.

DRAFT

4. Receive an update from Engineering Services on two Interlocal Agreements between the City of Midland and Midland County for the extension of Occidental Parkway and the extension of Harris Road.

   Engineering Services Director Jose Ortiz gave a brief overview of the extensions of Harris Road and Occidental Parkway. Mr. Ortiz also reviewed the scope, history and timeline of each project and reviewed previous projects and potential future projects.

All the business at hand having been completed, the meeting adjourned at 9:55 a.m.

PASSED AND APPROVED April 11, 2023.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer /City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
March 28, 2023

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., March 28, 2023.

Council Members present:	Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

The meeting was called to order at 10:01 a.m.

OPENING ITEMS

1. Invocation – Senior Pastor Lonnie Phillips, Fellowship Community Church

2. Pledge of Allegiance

PRESENTATIONS

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

3a. Presentation of "Resolution of Appreciation for Midland Autism Awareness Month"

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF FEBRUARY 28, 2023

   4b. REGULAR SESSION OF FEBRUARY 28, 2023

   4c. SPECIAL SESSION OF MARCH 10, 2023

DRAFT

5. 2023-027 – RESOLUTION OF APPRECIATION FOR AUTISM AWARENESS MONTH (DISTRICT: NONE) (CITY ATTORNEY'S OFFICE)

6. 2023-028 – RESOLUTION AWARDING A CONTRACT FOR THE REPLACEMENT OF A FENCE AT THE REYES MASHBURN NELMS PARK TURF FIELDS IN THE AMOUNT OF $78,285.00 TO HORNET FENCE LLC; APPROVING $7,829.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES)

7. 2023-029 – RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 04 PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A COST OF $1,518,091.00; APPROVING $151,809.10 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

8. 2023-030 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE-YEAR CONTRACT WITH STRYKER SALES, LLC, FOR PREVENTATIVE MAINTENANCE SERVICES FOR THE FIRE DEPARTMENT AT A TOTAL COST OF $138,818.50 (DISTRICT: NONE) (GENERAL SERVICES)

9. 2023-031 – RESOLUTION AWARDING A THREE YEAR CONTRACT FOR A CITYWIDE INTERNET SERVICE PROVIDER TO FIBER PLATFORM LLC, D/B/A UNITE PRIVATE NETWORKS, LLC, FOR A TOTAL COST NOT TO EXCEED $385,272.00 (DISTRICT: NONE) (GENERAL SERVICES)

10. 2023-032 – RESOLUTION APPROVING THE SELECTION OF 1919 ARCHITECTS, P.C., CHAPMAN HARVEY ARCHITECTS, INC., JSA ARCHITECTS, INC., PARKHILL SMITH & COOPER, INC., DBA PARKHILL, AND VANDERGRIFF GROUP ARCHITECTS, P.C., TO PROVIDE THE CITY OF MIDLAND, TEXAS, WITH PROFESSIONAL ARCHITECTURAL SERVICES 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 FIVE 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 $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $500,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

11. 2023-033 – RESOLUTION APPROVING THE PURCHASE OF EIGHT HUNDRED (800) THREE (3) CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, THREE HUNDRED (300) THREE AND A HALF (3.5) CUBIC YARD COMMERCIAL REFUSE CONTAINERS AND FIVE (5) ROLL-OFF OPEN TOP CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD AT A TOTAL COST OF $828,400.00 (DISTRICT: NONE) (GENERAL SERVICES)

DRAFT

12. 2023-034 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY KOPPL SERVICES, INC., FOR A TOTAL COST OF $342,868.76 (DISTRICT 4) (GENERAL SERVICES)

13. 2023-035 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY REPAIR OF THE WATER MAIN ALONG HIGHWAY 158 BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $333,613.72 (DISTRICT 4) (GENERAL SERVICES)

14. 2023-036 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY DREDGING OF THE WATER PURIFICATION PLANT RESERVOIR BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $250,235.12 (DISTRICT 2) (GENERAL SERVICES)

15. 2023-037 – RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 12 WITH DUNAWAY ASSOCIATES, LLC, FOR THE BEAL PARK MASTER PLAN IMPLEMENTATION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $43,400.00; AND APPROPRIATING FUNDS FOR SAID TASK ORDER (DISTRICT 4) (GENERAL SERVICES)

16. 017-2023 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE STATE HIGHWAY 191 WASTEWATER MAIN EXTENSION PROJECT, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT 4) (CITY MANAGER)

17. 018-2023 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE SH-191 WASTEWATER MAIN EXTENSION PROJECT, SAID PLANS AND 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 BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 4) (GENERAL SERVICES)

18. 019-2023 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH PARKHILL SMITH AND COOPER SERVICES DBA PARKHILL REGARDING THE MIDLAND T-BAR WELLFIELD REMEDIATION PLAN; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $151,330.73 AND TO PROVIDE INCREASE PUMP CAPACITY FOR WELLS #5, #6, AND #7; AND ADDITIONAL WATER HOLDING POND WORK; AND APPROPRIATING FUNDS FROM THE UTILITIES FUND FOR SAID PROJECT. (DISTRICT: NONE) (GENERAL SERVICES)

19. 2023-038 – RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH RUBICON GLOBAL LLC THROUGH SOURCEWELL, FOR THE RUBICON SMARTCITY PROGRAM

DRAFT

FOR A TOTAL COST OF $559,657.00 AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: NONE) (GENERAL SERVICES)

20. 2023-039 – RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,452,367.00 (DISTRICT: NONE) (GENERAL SERVICES)

21. 2023-040 – RESOLUTION SELECTING FRANKLIN MOUNTAIN MAF, LLC, TO EQUIP AND OPERATE A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATION AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN MAF, LLC (DISTRICT 4) (AIRPORTS)

22. 2023-041 – RESOLUTION AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH C. HODGES DEVELOPMENT SERVICES, L.P., AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE (THE “AGREEMENT”) REGARDING A CERTAIN TRACT OF LAND LOCATED IN SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE “PROPERTY”); SAID PROPERTY BEING LOCATED WITHIN TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 (THE “REINVESTMENT ZONE”); SAID REINVESTMENT ZONE BEING LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158; THE OWNER OF THE PROPERTY AND THE APPLICANT FOR TAX ABATEMENT BEING C. HODGES DEVELOPMENT SERVICES, L.P.; THE IMPROVEMENTS INCLUDED IN THE AGREEMENT BEING GENERALLY DESCRIBED AS BUILDING(S) CONTAINING AT LEAST 55,000 SQUARE FEET OF SPACE TO BE USED FOR RETAIL USES, RESTAURANT USES, AND OTHER SERVICES AND USES ASSOCIATED THEREWITH; THE ESTIMATED COST OF SAID IMPROVEMENTS BEING NOT LESS THAN $15,000,000.00; AND DIRECTING THE CITY MANAGER TO DELIVER A WRITTEN NOTICE OF THE CITY’S INTENTION TO ENTER INTO THE AGREEMENT, OR ENSURE THAT SUCH A NOTICE HAS BEEN DELIVERED, TO THE PRESIDING OFFICER OF THE GOVERNING BODY OF EACH APPROPRIATE TAXING UNIT AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT (DISTRICT 4) (CITY MANAGER)

23. 2023-042 – RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND C. HODGES DEVELOPMENT SERVICES, L.P., REGARDING THE DEVELOPMENT OF A CERTAIN 17.345-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 4) (CITY MANAGER)

24. 2023-043 – RESOLUTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF $50,000.00 FROM THE NATIONAL FITNESS CAMPAIGN TO ASSIST THE CITY OF MIDLAND PARKS DIVISION WITH THE CONSTRUCTION AND INSTALLATION OF A FITNESS COURT AT DENNIS THE MENACE PARK; AUTHORIZING THE CITY

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MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY GRANT ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (COMMUNITY SERVICES)

25. 2023-044 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE KEEP MIDLAND BEAUTIFUL ISLAND BEAUTIFICATION PROJECT; AUTHORIZING THE EXECUTION OF A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF A PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE TO PERMIT THE INSTALLATION, MAINTENANCE, AND OPERATION OF SAID PUBLIC SCULPTURE WITHIN STATE HIGHWAY RIGHT-OF-WAY (DISTRICT 2) (COMMUNITY SERVICES)

26. 020-2023 – MOTION AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND ATHLETIC SYNDICATE, INC. REGARDING THE LEASE OF LAND LOCATED AT THE SCHARBAUER SPORTS COMPLEX (DISTRICT 4) (COMMUNITY SERVICES)

27. 021-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK, SECTION 50, BEING A REPLAT OF LOT 4, BLOCK 5, WESTRIDGE PARK, SECTION 6 AND LOTS 3A AND 4, BLOCK 6, WESTRIDGE PARK, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250 FRONTAGE ROAD) (DISTRICT 4) (DEVELOPMENT SERVICES)

28. 2023-045 – RESOLUTION ACCEPTING A FISCAL YEAR 2023 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $145,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (DISTRICT: NONE) (POLICE)

29. 022-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-009) WITH ENLINK NORTH TEXAS GATHERING, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 2 AND 11, BLOCK X, HP HILLIARD AND SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 3) (UTILITIES)

30. 023-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-010) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

31. 024-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE

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(23-329-011) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WEST-TEX LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

32. 025-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-013) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

33. 026-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-014) WITH MIDLAND-PERMIAN PIPELINE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 9, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

34. 2023-046 – RESOLUTION ESTABLISHING AN APPROPRIATION POLICY FOR OIL AND GAS REVENUES GENERATED BY CITY-OWNED PARK PROPERTY (DISTRICT: ALL) (COMMUNITY SERVICES)

35. 027-2023 – MOTION APPOINTING MORRIS WILLIAMS JR. AS THE INTERIM CITY MANAGER EFFECTIVE MAY 1, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE INTERIM CITY MANAGER (DISTRICT: ALL) (ADMINISTRATIVE SERVICES)

Dan Corrales moved to approve all Consent Agenda items as no items were excluded; seconded by Scott Dufford.

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

SECOND READINGS

36. 10375 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE AN 8.823-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, ORTLOFF ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WESTCLIFF DRIVE, APPROXIMATELY 335 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10375.

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Scott Dufford moved to approve the second and final reading of Ordinance No. 10375; seconded by John Norman.

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

37. 10382 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 27, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COFFEE SHOP AND 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) (FIRST READING HELD FEBRUARY 28, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10382.

Scott Dufford moved to approve the second and final reading of Ordinance No. 10382; seconded by Dan Corrales.

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

38. 10383 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

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Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10383.

John Norman moved to approve the second and final reading of Ordinance No. 10383; seconded by Jack Ladd.

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

39. 10384 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,781-SQUARE FOOT PORTION OF BLOCK 64, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A COCKTAIL LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10384.

John Norman moved to approve the second and final reading of Ordinance No. 10384; seconded by Jack Ladd.

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

40. 10385 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10385.

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Dan Corrales moved to approve the second and final reading of Ordinance No. 10385; seconded by Robin Poole.

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

41. 10387 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 140, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 200 FEET EAST OF SOUTH MINEOLA STREET), BY PERMITTING A REDUCED MINIMUM 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD FEBRUARY 28, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10387.

Dan Corrales moved to approve the second and final reading of Ordinance No. 10387; seconded by Amy Stretcher Burkes.

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

42. 10388 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 18, BLOCK 1, COUNTRY SKY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TUMBLEWEED TRAIL, APPROXIMATELY 1,270 FEET SOUTH OF BRIARWOOD AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE PROPERTY; 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) (FIRST READING HELD FEBRUARY 28, 2023)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10388.

Robin Poole moved to approve the second and final reading of Ordinance No. 10388; seconded by Dan Corrales.

The motion passed by the following vote:

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AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

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

43. 10386 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10386.

Mayor Blong opened the public hearing at 10:18 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10386; seconded by Amy Stretcher Burkes.

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

44. 10390 – AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10390.

Mayor Blong opened the public hearing at 10:19 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10390; seconded by Amy Stretcher Burkes.

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

45. 2023-047 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A MUSIC FESTIVAL AND CAR SHOW ON LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, A 0.28-ACRE PORTION OF NORTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 36, AND LOTS 7 THROUGH 9, BLOCK 37, ORIGINAL TOWN, A 0.54-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 55, ORIGINAL TOWN, SECTION 14, AND A 1.25-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY AND A 1.25-ACRE PORTION OF WEST TEXAS AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCKS 54 AND 55, ORIGINAL TOWN, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH COLORADO STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting the request is for a temporary land use permit for a music festival. The hours will be 8:00 a.m. to midnight, Saturday, April 8th. Staff has reviewed all of the documents needed for this event.

Mayor Blong opened the public hearing at 10:23 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve Resolution No. 2023-047; seconded by Robin Poole.

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

46. 10391 – AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10391.

Mayor Blong opened the public hearing at 10:24 a.m. There being no one present wishing

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to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10391; seconded by Amy Stretcher Burkes.

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

47. 10392 – AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10392.

Mayor Blong opened the public hearing at 10:25 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10392; seconded by Dan Corrales.

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

48. 10393 – AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10393.

Mayor Blong opened the public hearing at 10:26 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10393; seconded by Amy Stretcher Burkes.

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

49. 10394 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT 3) (ENGINEERING SERVICES)

Engineering Services Manager Gabe McClelland gave a brief overview of the item noting the Sam Houston School zone timing needed to be adjusted to match school hours. The City is working with MISD to make the school zone more visible.

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10394.

Mayor Blong opened the public hearing at 10:27 a.m. There being no one else wishing to speak, the public hearing was closed at 10:27 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10394; seconded by Robin Poole.

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

50. 2023-048 – RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 2.337-ACRE TRACT LOCATED IN SECTION 20, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CIMMARON AVENUE BETWEEN WEDGWOOD STREET AND MCDONALD STREET); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $228,310.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS

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(DISTRICT 3) (ENGINEERING SERVICES)

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

Dan Corrales moved to approve Resolution No. 2023-048; seconded by Jack Ladd.

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

51. 2023-049 – RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS, MAKING CERTAIN FINDINGS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE, THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE CHANGE IN USE OF AN APPROXIMATE 0.783-ACRE TRACT LOCATED IN BLOCK 19, LOT 2, DELLWOOD SECOND SECTION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST END OF DOUG RUSSELL PARK ADJACENT TO ALAMO JUNIOR HIGH SCHOOL); AND MAKING THE SAME FINDINGS REGARDING THE SALE OF SAID PROPERTY TO THE MIDLAND INDEPENDENT SCHOOL DISTRICT FOR A TOTAL AMOUNT OF $71,699.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY FOR THE SALE OF SAID PROPERTY AND TO HOLD THE CLOSING FOR SAID SALE; AND AUTHORIZING PAYMENT FOR CLOSING COSTS (DISTRICT 3) (ENGINEERING SERVICES)

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

Amy Stretcher Burkes moved to approve Resolution No. 2023-049; seconded by Robin Poole.

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

MISCELLANEOUS

52. 2023-050 – RESOLUTION APPROVING THE PURCHASE OF AN APPROXIMATE 10.30-ACRE TRACT LOCATED IN BLOCK 87, EAST MIDLAND ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS FOR A TOTAL AMOUNT OF $561,000.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID PROPERTY, PURCHASE A TITLE INSURANCE POLICY, AND HOLD THE CLOSING FOR SAID

DRAFT

ACQUISITION; AUTHORIZING PAYMENT FOR SAID PROPERTY, THE TITLE INSURANCE POLICY, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE; AND APPROPRIATING FUNDS FOR SAID ACQUISITION (DISTRICT 2) (ENGINEERING SERVICES)

John Norman moved to approve Resolution No. 2023-050; seconded by Amy Stretcher Burkes.

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

PUBLIC COMMENT

53. 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.)

Laura Beth Meeks, 2607 McClintic Street, spoke on her love for animals and providing them with the best care. After taking Midland 101, she now serves as a temp and on the board for Animal Services in Midland.

Dana Tinley, 4801 Yearwood, spoke in support of the Midland Animal Services manager Ty Coleman and the welfare of animals in Midland.

Sierra Strickland, 1316 SCR 1069, spoke in support of Ty Coleman, Animal Services Manager. Ms. Strickland also spoke on her support for animal welfare and not removing Dr. Jenson from the Animal Services advisory board.

Julia Eckerty, 5805 SCR 1065, who has been Dr. Jenson's surgery assistant for more than 30 years, spoke of her support for Dr. Jenson.

Jumon Hailey, 1121 Andrews Hwy, owns a daycare in Midland and spoke on the massage parlor that is about 100 feet away from the daycare. Mr. Hailey reported that he was told by another citizen that a raid took place at the massage parlor regarding prostitution. Mr. Hailey would like the Council to be informed and would like followup information from the City regarding this matter. Mr. Hailey reported the safety of the children is top priority.

EXECUTIVE SESSION

54. 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:

DRAFT

The City Council recessed to Executive Session at 10:50 a.m.

a. Section 551.087, Deliberate Economic Development Negotiations

a.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 11:40 a.m.

PASSED AND APPROVED April 11, 2023.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer /City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF FURNITURE AND ASSOCIATED EQUIPMENT FOR THE CITY OF MIDLAND UTILITIES SERVICE CENTER FROM SEWCO, INC., DBA OFFICEWISE FURNITURE AND EQUIPMENT THROUGH THE PURCHASING ASSOCIATION OF COOPERATIVE ENTITIES AND OMNIA PARTNERS FOR A TOTAL COST OF $318,654.49 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution authorizing the purchase of furniture for the Midland Utilities Service Center for a total cost of $318,654.49.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Midland Utilities Service Center Project.

Discussion:

Staff recommends purchasing furniture for the Midland Utilities Service Center. We received quotes through purchasing cooperatives as shown in Table 1 below:

Table 1 Description	Company	Cooperative Purchasing Program	Cost
Office Furniture	Sewco, Inc. dba Officewise Furniture & Equipment of Midland, Texas	PACE	$20,765.29
Office Furniture	Sewco, Inc. dba Officewise Furniture & Equipment of Midland, Texas	OMNIA	$92,771.07

Office Furniture	Sewco, Inc. dba Officewise Furniture & Equipment of Midland, Texas	OMNIA	$205,118.13
		Total Cost	**$318,654.49**

The City of Midland is a member of each of the cooperatives shown in Table 1 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 Regina Stephenson, General Services Director, for additional information.

Therefore, please consider a resolution approving the purchase of furniture for the Midland Utilities Service Center as shown in Table 1 above for a total cost of $318,654.49.

Tina Young

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF FURNITURE AND ASSOCIATED EQUIPMENT FOR THE CITY OF MIDLAND UTILITIES SERVICE CENTER FROM SEWCO, INC., DBA OFFICEWISE FURNITURE AND EQUIPMENT THROUGH THE PURCHASING ASSOCIATION OF COOPERATIVE ENTITIES AND OMNIA PARTNERS FOR A TOTAL COST OF $318,654.49

WHEREAS, the Purchasing Association of Cooperative Entities and Omnia Partners are cooperative purchasing agencies with which the City participates with on purchases through cooperative purchasing programs in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Sewco, Inc., dba Officewise Furniture and Equipment, has submitted a proposed costs to the City of $318,654.49 for the purchase of furniture and associated equipment for the City of Midland Utilities Service Center through the Purchasing Association of Cooperative Entities and Omnia Partners, as shown on the quotes attached hereto as Exhibit A, which are incorporated herein for all purposes; and

WHEREAS, the Council finds the prices proposed by Sewco, Inc., dba Officewise Furniture and Equipment, through the Purchasing Association of Cooperative Entities and Omnia Partners for the purchase of said furniture and associated equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said furniture and associated equipment from Sewco, Inc., dba Officewise Furniture and Equipment, through the Purchasing Association of Cooperative Entities and Omnia Partners;

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 furniture and associated equipment for the City of Midland Utilities Service Center from Sewco, Inc., dba Officewise Furniture and Equipment through the Purchasing

Association of Cooperative Entities and Omnia Partners for a total cost of $318,654.49.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Sewco, Inc., dba Officewise Furniture and Equipment for said furniture and associated equipment from funds available in the Midland Utilities Service Center 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., 2023, 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:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Exhibit A

Quotation

Prepared For: Regina Stephenson
City of Midland
300 N Loraine
Midland TX 79702
432-685-0523
rstephenson@midlandtexas.gov

Account Manager: Melissa Herrera
mherrera@officewiseco.com
Designer: Melissa Herrera
432-617-0095

Date: 3/17/2023

Expires: 14 days
***unless price increase occurs**

Purchase Order Must Be Made To:
Officewise Commercial Interiors
2310 W Michigan Ave. Midland, TX 79701
**Installation must be on a separate line.
***Email PO to mherrera@officewiseco.com

PACE contract 0031105.50
Project: City of Midland- Utilities Service Center

TR1

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
26	PP	**Stream- Tall Dual Stream**	$1,037.00	$598.27	$15,555.02
		SRT-1 Exterior Color: Aluminum Metallic Interior Color: Aluminum Metallic Decal Color: Specify- TBD			
1	PP		$0.00	$3,238.64	$3,238.64
		Freight			
				Ext. List:	$26,962.00
				Subtotal:	**$18,793.66**

TR2

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
30	SPR	**7 Gallon, WASTEBASKET,DESKSIDE,BK**	$15.96	$11.00	$330.00
		RCP295600BK			
				Ext. List:	$478.80
				Subtotal:	**$330.00**

TR3

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	SPR	**16 Gallon, RECEPTACLE,MLSV, 30"H x 14.8"W x 14.8"D**	$845.12	$260.08	$260.08
		RCPSC14EPLSM			
				Ext. List:	$845.12
				Subtotal:	**$260.08**

TR4

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
5	SPR	**23 Gallon, CONTAINER,TRSH,CNFDNTLDOC**	$319.97	$276.31	$1,381.55
		RCP9W15LGY			
				Ext. List:	$1,599.85
				Subtotal:	**$1,381.55**

ZLabor

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1		**Quote includes receiving, delivery, installation, and trash removal**	$0.00	$0.00	$0.00
		LABOR			
				Ext. List:	$0.00
				Subtotal:	**$0.00**

Total List: **$29,885.77**

PACKET 5.6 April 11, 2023

Furniture Project Payment Terms:

Total Sell: **$20,765.29**

Special Order Furniture is non-returnable

Financing is available!

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 75% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 15% due.
Final balance due upon completion of delivery

Review all furniture finishes prior to placing order
Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 432-617-0017. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

Quotation

Prepared For: Regina Stephenson
City of Midland
300 N Loraine
Midland TX 79702
432-685-0523
rstephenson@midlandtexas.gov

Account Manager: Melissa Herrera
mherrera@officewiseco.com
Designer: Melissa Herrera
432-617-0095

Date: 3/6/2023

Expires: 14 days
***unless price increase occurs**

Purchase Order Must Be Made To:
Officewise Commercial Interiors
2310 W Michigan Ave. Midland, TX 79701
**Installation must be on a separate line.
***Email PO to mherrera@officewiseco.com

Project: City of Midland- Utilities Service Center
KI OMNIA #R221003

MK:CH3- Break Room C214

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
2	KII	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$735.48
		TALNA			
		/S Stainless steel glides			
		/NFR Compliance to TB 117-2013			
		/KOM KOM (KI Ordered Material-Additional Fees Required)			
		/BLMH Black			
		/SX Starlight Silver Metallic			
2		**$28.98**	$28.98	$28.98	$57.96
		Upcharge per Unit:			
		Net Price Do Not Discount			
				Ext. List:	$1,419.96
				Subtotal:	**$793.44**

MK:CH3- SW Training / Break Room C115

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
64	KII	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$23,535.36
		TALNA			
		/S Stainless steel glides			
		/NFR Compliance to TB 117-2013			
		/KOM KOM (KI Ordered Material-Additional Fees Required)			
		/BLMH Black			
		/SX Starlight Silver Metallic			
64		**$28.83**	$28.83	$28.83	$1,845.12
		Upcharge per Unit:			
		Net Price Do Not Discount			
				Ext. List:	$45,429.12
				Subtotal:	**$25,380.48**

MK:CH3- Training / Break Room F112

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
16	KII	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$5,883.84
		TALNA			
		/S Stainless steel glides			
		/NFR Compliance to TB 117-2013			
		/KOM KOM (KI Ordered Material-Additional Fees Required)			
		/BLMH Black			
		/SX Starlight Silver Metallic			
16		**$28.99**	$28.99	$28.99	$463.84
		Upcharge per Unit:			
		Net Price Do Not Discount			
				Ext. List:	$11,359.84

					Subtotal:	**$6,347.68**
		MK:CH3- WWW Training / Break Room C112				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**32**	**KII**	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$11,767.68
			TALNA			
			/S Stainless steel glides			
			/NFR Compliance to TB 117-2013			
			/KOM KOM (KI Ordered Material-Additional Fees Required)			
			/BLMH Black			
			/SX Starlight Silver Metallic			
	32		**$28.98**	$28.98	$28.98	$927.36
			Upcharge per Unit:			
			Net Price Do Not Discount			
					Ext. List:	$22,719.36
					Subtotal:	**$12,695.04**
		MK:CH5- Work Stations C209				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**6**	**KII**	**Torsion Air Task Armless Stool,Uph Seat/Mesh Back**	$1,051.00	$567.54	$3,405.24
			TASPNA			
			/BL Black			
			/S Hard floor casters			
			/NFR Compliance to TB 117-2013			
			GRPP0 Pallas Fabric Group P0			
			... Skipped Option			
			/BLMH Black			
					Ext. List:	$6,306.00
					Subtotal:	**$3,405.24**
		MK:CH6- Crew Lead B102				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**3**	**KII**	**Torsion Air Task Armless Stool,Uph Seat/Mesh Back**	$999.00	$539.46	$1,618.38
			TASPNA			
			/BL Black			
			/C Carpet casters			
			/NFR Compliance to TB 117-2013			
			/KOM KOM (KI Ordered Material-Additional Fees Required)			
			/BLMH Black			
	3		**$55.25**	$55.25	$55.25	$165.75
			Upcharge per Unit:			
			Net Price Do Not Discount			
					Ext. List:	$3,162.75
					Subtotal:	**$1,784.13**
		MK:TB3- SW Training / Break Room C115				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**32**	**KII**	**Pirouette,Nesting Training,Rectangular,24x60",74P Edge**	$1,433.00	$773.82	$24,762.24
			PINR2460T-74P			
			/ESA Sand edge			
			/NNN No grommets, PowerUp, wire management/No cutouts			
			Standard KI Laminates			
			/LCU CASUAL LINEN 4944-38			
			/SX Starlight Silver Metallic			
			/4EC Black wheel, Silver hub-2 locking/2 non-locking			
			/NMP No modesty panel			
					Ext. List:	$45,856.00
					Subtotal:	**$24,762.24**
		MK:TB3- WWW Training / Break Room C112				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**16**	**KII**	**Pirouette,Nesting Training,Rectangular,24x60",74P Edge**	$1,433.00	$773.82	$12,381.12

/ESA	Sand edge	
/NNN	No grommets, PowerUp, wire management/No cutouts	
Standard	KI Laminates	
/LCU	CASUAL LINEN 4944-38	
/SX	Starlight Silver Metallic	
/4EC	Black wheel, Silver hub-2 locking/2 non-locking	
/NMP	No modesty panel	

Ext. List: $22,928.00
Subtotal: $12,381.12

MK:TB4- Break Room C214

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KII	**Pirouette,Square,Fixed,36x36",29H,74P Edge**	$971.00	$524.34	$524.34

PIFXSQ36-74P

/ESA	Sand edge
Standard	KI Laminates
/LCU	CASUAL LINEN 4944-38
/SX	Starlight Silver Metallic
/4EC	Black wheel, Silver hub-2 locking/2 non-locking
/NNN	No grommets, PowerUp, wire management/No cutouts
/NMP	No modesty panel

Ext. List: $971.00
Subtotal: $524.34

MK:TB4- Training / Break Room F112

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
4	KII	**Pirouette,Square,Fixed,36x36",29H,74P Edge**	$971.00	$524.34	$2,097.36

PIFXSQ36-74P

/ESA	Sand edge
Standard	KI Laminates
/LCU	CASUAL LINEN 4944-38
/SX	Starlight Silver Metallic
/4EC	Black wheel, Silver hub-2 locking/2 non-locking
/NNN	No grommets, PowerUp, wire management/No cutouts
/NMP	No modesty panel

Ext. List: $3,884.00
Subtotal: $2,097.36

Installation per contract:	$2,600.00	$2,600.00	$2,600.00

Total List: $166,636.03
Total Sell: $92,771.07

Furniture Project Payment Terms:

Special Order Furniture is non-returnable

Financing is available!

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 75% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 15% due.
Final balance due upon completion of delivery

Review all furniture finishes prior to placing order
Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 432-617-0017. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

Quotation

Prepared For:
Regina Stephenson
City of Midland
300 N Loraine
Midland TX 79702
432-685-0523
rstephenson@midlandtexas.gov

Account Manager:
Melissa Herrera
mherrera@officewiseco.com
Designer: Melissa Herrera
432-617-0095

Date: 3/6/2023

Expires: 14 days
***unless price increase occurs**

Purchase Order Must Be Made To:
Officewise Commercial Interiors
2310 W Michigan Ave. Midland, TX 79701
**Installation must be on a separate line.
***Email PO to mherrera@officewiseco.com

Project: City of Midland- Utilities Service Center
NOF OMNIA #R191811, CDA 30003735
Kimball OMNIA 2019.001896, 203158

CG1- LBR SUPER OFFICE B101, WORKSTATIONS C207, OFFIC

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
11	KIM	**PERKS,EXPANDABLE CABLE MANAGER,BLACK**	$243.00	$111.78	$1,229.58
		99KECMB			
 11	KIM	**ALLOY,50WX24H,PRIVACY SCREEN,BEAM MT,ADJ HT,FABRIC,RR**	$1,055.00	$449.43	$4,943.73
		71N5024PVBPFA			
		A GRADE A			
		... Skipped Option			
		23 BLACK			
11	KIM	**ALLOY,24WX54H,STORAGE WARDROBE,RIGHT,BBF PED,METAL**	$2,377.00	$1,012.60	$11,138.60
		71N2454VHHR1M			
		5 INTEGRATED			
		KRB RANDOM CORE,INSTALLED,BLACK			
		STD STANDARD,NON-METALLIC PAINT			
		462 CINDER			
 11	KIM	**ALLOY,24DX60W,ADJ BASE,NON-POWERED,GANGING,FREESTDG,HPL**	$3,039.00	$1,294.61	$14,240.71
		71N2460AB1NGL			
		VMH SOFTENED,MOCHA			
		G1C GROMMET,CENTER			
		STD STANDARD LAMINATE			
		MH MOCHA			
		23 BLACK			
		23 BLACK			

Ext. List: $73,854.00
Subtotal: $31,552.62

CG10- OFFICE C132

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
		NAC0248SUR			
1	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
		NAC0236SUR			
1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
		WW2928EPL			
		X NO GROMMET			
		X NO MODIFIED DEPTH (STANDARD)			
		MH MOCHA			

	Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
	1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
			WW7227MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
			65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 462 CINDER			
	1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,137.00	$484.36	$484.36
			WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KRB RANDOM CORE,INSTALLED,BLACK MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
			WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$5,363.00
					Subtotal:	**$2,284.64**

	Qty	Mfg	CG11- OFFICES C211, C221 Description and Model Number	List	Sell	Ext Sell
	2	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$226.64
	2	KIM	**NAC0248SUR** **ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$194.26
	5	NOF	**NAC0236SUR** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 001**	$22.00	$9.37	$46.85
	5	NOF	**NCCB001** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 002**	$22.00	$9.37	$46.85
	2	NOF	**NCCB002** **WAVEWORKS,18WX68H,WARDROBE/STORAGE,LEFT,LAMINATE**	$1,736.00	$739.54	$1,479.08
	2	KIM	**WW1868VSWHLL** KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA **WAVEWORKS,23DX28H,END PANEL,LAMINATE**	$344.00	$146.54	$293.08

			X	NO GROMMET			
			X	NO MODIFIED DEPTH (STANDARD)			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**		$376.00	$160.18	$320.36
			WW2928EPL				
			X	NO GROMMET			
			X	NO MODIFIED DEPTH (STANDARD)			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**		$402.00	$171.25	$342.50
			WW7227MPL				
			M	MAIN			
			X	NO MODESTY GROMMET			
			X	NO MODIFIED WIDTH (STANDARD)			
			MH	MOCHA			
	2	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**		$2,197.00	$935.92	$1,871.84
			65N2347DASCL				
			VMH	SOFTENED,MOCHA			
			G1C	GROMMET,CENTER			
			STD	STANDARD LAMINATE			
			MH	MOCHA			
			462	CINDER			
	2	KIM	**WAVEWORKS,23DX30WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**		$2,238.00	$953.39	$1,906.78
			WW233029PU10L				
			72MB	BALANCE,CINDER			
			X	NO GROMMET			
			KS2B	SPECIFY 2 BLACK CORE SEPARATE			
			MH	MOCHA			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,23DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**		$1,015.00	$432.39	$864.78
			WW2330PUHL				
			72MB	BALANCE,CINDER			
			X	NO GROMMET			
			KS1B	SPECIFY 1 BLACK CORE SEPARATE			
			MH	MOCHA			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**		$1,109.00	$472.43	$944.86
			WW2915PUBBFL				
			72MB	BALANCE,CINDER			
			X	NO GROMMET			
			KS1B	SPECIFY 1 BLACK CORE SEPARATE			
			MH	MOCHA			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,24DX96W,SURFACE,RECTANGULAR,HPL**		$838.00	$356.99	$713.98
			WW2496WSSDL				
			M	MAIN			
			VMH	SOFTENED,MOCHA			
			X	NO GROMMET			
			X	NO WIRE MANAGER			
			X	NO MODIFIED DEPTH (STANDARD)			
			X	NO MODIFIED WIDTH (STANDARD)			
			STD	STANDARD LAMINATE			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**		$757.00	$322.48	$644.96
			WW3072WSSDL				
			M	MAIN			

		VMH	SOFTENED,MOCHA		
		G1L	GROMMET,LEFT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		MH	MOCHA		
				Ext. List:	$23,232.00
				Subtotal:	**$9,896.82**

CG2- TECH ROOM C133

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	KIM	**ALLOY,38WX24H,PRIVACY SCREEN,BEAM MT,ADJ HT,FABRIC,RR**	$956.00	$407.26	$1,221.78
		71N3824PVBPFA			
		A GRADE A			
		... Skipped Option			
		23 BLACK			
3	KIM	**ALLOY,24DX48W,ADJ BASE,NON-POWERED,GANGING,FREESTDG,HPL**	$2,824.00	$1,203.02	$3,609.06
		71N2448AB1NGL			
		VMH SOFTENED,MOCHA			
		G1C GROMMET,CENTER			
		STD STANDARD LAMINATE			
		MH MOCHA			
		23 BLACK			
		23 BLACK			
				Ext. List:	$11,340.00
				Subtotal:	**$4,830.84**

CG3- CORRIDOR C213

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
		NAC0248SUR			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 004**	$22.00	$9.37	$46.85
		NCCB004			
1	KIM	**WAVEWORKS,15DX72W,RECEPTION COUNTER KIT,HPL**	$832.00	$354.43	$354.43
		WW1572TSL			
		VMH SOFTENED,MOCHA			
		STD STANDARD LAMINATE			
		MH MOCHA			
1	KIM	**WAVEWORKS,24DX18W,CORNICE TOP,HPL**	$761.00	$324.19	$324.19
		WW2418CPTL			
		VMH SOFTENED,MOCHA			
		STD STANDARD LAMINATE			
		MH MOCHA			
2	KIM	**WAVEWORKS,24DX36W,LATERAL FILE,THREE DRAWER,LAMINATE**	$2,622.00	$1,116.97	$2,233.94
		WW2436LFM3L			
		72MB BALANCE,CINDER			
		KS1B SPECIFY 1 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			
1	KIM	**WAVEWORKS,23DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,037.00	$441.76	$441.76
		WW2315PUBBFL			
		72MB BALANCE,CINDER			
		X NO GROMMET			
		KS1B SPECIFY 1 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			

	1	KIM	**WAVEWORKS,25DX72W,RECEPTION DESK SHELL,GLASS ACCENT,HPL**	$4,990.00	$2,125.74	$2,125.74
			WW2572DSTFL VMH SOFTENED,MOCHA G1LR GROMMET,LEFT & RIGHT STD STANDARD LAMINATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,28DX54W,RECEPTION BRIDGE,GLASS SHELF/ACCENT,HPL**	$790.00	$336.54	$336.54
			WW2854BSTFL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,24DX72W,STORAGE CREDENZA SURFACE,RECT,HPL**	$680.00	$289.68	$289.68
			WW24A72WSSDL M MAIN VMH SOFTENED,MOCHA G1LR GROMMET,LEFT & RIGHT X NO WIRE MANAGER STD STANDARD LAMINATE MH MOCHA			
	1	KIM	**WAVEWORKS,25DX75W,RCPTN DESK SHELL,ADA,GLASS SHLF,LEFT,HPL**	$5,231.00	$2,228.41	$2,228.41
			WW2575DSTFLL VMH SOFTENED,MOCHA 72MB BALANCE,CINDER KS2B SPECIFY 2 BLACK CORE SEPARATE STD STANDARD LAMINATE MH MOCHA MH MOCHA MH MOCHA			
					Ext. List:	$19,941.00
					Subtotal:	**$8,494.86**

CG4- OFFICE/SERVICE COUNTER F116

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
1	KIM	**NAC0248SUR** **ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
6	NOF	**NAC0236SUR** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 005**	$22.00	$9.37	$56.22
1	KIM	**NCCB005** **WAVEWORKS,28H,FILLER STRIP,LAMINATE**	$51.00	$21.73	$21.73
1	KIM	**WW28CPFSL** MH MOCHA **WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE**	$1,906.00	$811.96	$811.96
		WW1868VSWHRL KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			

	1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
			WW2928EPL X NO GROMMET X NO MODIFIED DEPTH (STANDARD) MH MOCHA			
	1	NOF	**WAVEWORKS,60WX27H,MODESTY PANEL,FULL,LAMINATE**	$320.00	$136.32	$136.32
			WW6027MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
			WW7227MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
			65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 462 CINDER			
	1	KIM	**WAVEWORKS,23DX36WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**	$2,272.00	$967.87	$967.87
			WW233629PU10L 72MB BALANCE,CINDER X NO GROMMET KS2B SPECIFY 2 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,23DX36W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**	$1,080.00	$460.08	$460.08
			WW2336PUHL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,109.00	$472.43	$472.43
			WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	2	NOF	**WAVEWORKS,23DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM**	$1,103.00	$469.88	$939.76
			WW2330LFM2L 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			

	1	KIM	**WAVEWORKS,24DX72W,STORAGE CREDENZA SURFACE,RECT,HPL**	$600.00	$255.60	$255.60
			WW24A72WSSDL M MAIN VMH SOFTENED,MOCHA X NO GROMMET X NO WIRE MANAGER STD STANDARD LAMINATE MH MOCHA			
	1	NOF	**WAVEWORKS,24DX60W,SURFACE,RECTANGULAR,HPL**	$508.00	$216.41	$216.41
			WW2460WSSDL M MAIN VMH SOFTENED PVC,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
	1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
			WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$14,410.00
					Subtotal:	**$6,138.66**

	Qty	Mfg	CG5- OFFICE C131 Description and Model Number	List	Sell	Ext Sell
	1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
			NAC0248SUR			
	1	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
			NAC0236SUR			
	1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
			WW2928EPL X NO GROMMET X NO MODIFIED DEPTH (STANDARD) MH MOCHA			
	1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
			WW7227MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
			65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 462 CINDER			

	1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,137.00	$484.36	$484.36
			WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KRB RANDOM CORE,INSTALLED,BLACK MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
			WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$5,363.00
					Subtotal:	**$2,284.64**

CG6- OFFICES B103, C216, C217, C218, C219, C220, F111

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
7	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$793.24
7	KIM	**NAC0248SUR** **ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$679.91
5	NOF	**NAC0236SUR** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 006**	$22.00	$9.37	$46.85
5	NOF	**NCCB006** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 007**	$22.00	$9.37	$46.85
5	NOF	**NCCB007** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 008**	$22.00	$9.37	$46.85
5	NOF	**NCCB008** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 009**	$22.00	$9.37	$46.85
5	NOF	**NCCB009** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 010**	$22.00	$9.37	$46.85
5	NOF	**NCCB010** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 011**	$22.00	$9.37	$46.85
5	NOF	**NCCB011** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 021**	$22.00	$9.37	$46.85
7	KIM	**NCCB021** **WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE**	$1,906.00	$811.96	$5,683.72
		WW1868VSWHRL KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA			

			MH MOCHA				
	7	KIM	**WAVEWORKS,23DX28H,END PANEL,LAMINATE**	$344.00	$146.54	$1,025.78
			WW2328EPL			
			X NO GROMMET			
			X NO MODIFIED DEPTH (STANDARD)			
			MH MOCHA			
	7	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$1,121.26
			WW2928EPL			
			X NO GROMMET			
			X NO MODIFIED DEPTH (STANDARD)			
			MH MOCHA			
	7	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$1,198.75
			WW7227MPL			
			M MAIN			
			X NO MODESTY GROMMET			
			X NO MODIFIED WIDTH (STANDARD)			
			MH MOCHA			
	7	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$6,551.44
			65N2347DASCL			
			VMH SOFTENED,MOCHA			
			G1C GROMMET,CENTER			
			STD STANDARD LAMINATE			
			MH MOCHA			
			462 CINDER			
	7	KIM	**WAVEWORKS,23DX30WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**	$2,238.00	$953.39	$6,673.73
			WW233029PU10L			
			72MB BALANCE,CINDER			
			X NO GROMMET			
			KS2B SPECIFY 2 BLACK CORE SEPARATE			
			MH MOCHA			
			MH MOCHA			
	7	KIM	**WAVEWORKS,23DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**	$1,015.00	$432.39	$3,026.73
			WW2330PUHL			
			72MB BALANCE,CINDER			
			X NO GROMMET			
			KS1B SPECIFY 1 BLACK CORE SEPARATE			
			MH MOCHA			
			MH MOCHA			
	7	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,109.00	$472.43	$3,307.01
			WW2915PUBBFL			
			72MB BALANCE,CINDER			
			X NO GROMMET			
			KS1B SPECIFY 1 BLACK CORE SEPARATE			
			MH MOCHA			
			MH MOCHA			
	7	KIM	**WAVEWORKS,24DX96W,SURFACE,RECTANGULAR,HPL**	$838.00	$356.99	$2,498.93
			WW2496WSSDL			
			M MAIN			
			VMH SOFTENED,MOCHA			
			X NO GROMMET			
			X NO WIRE MANAGER			
			X NO MODIFIED DEPTH (STANDARD)			
			X NO MODIFIED WIDTH (STANDARD)			
			STD STANDARD LAMINATE			
			MH MOCHA			

7	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$2,257.36
		WW3072WSSDL			
		M MAIN			
		VMH SOFTENED,MOCHA			
		G1R GROMMET,RIGHT			
		X NO WIRE MANAGER			
		X NO MODIFIED DEPTH (STANDARD)			
		X NO MODIFIED WIDTH (STANDARD)			
		STD STANDARD LAMINATE			
		MH MOCHA			
				Ext. List:	$82,502.00
				Subtotal:	**$35,145.81**

CG7- SUPER. OFFICE C103

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
		NAC0248SUR			
1	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
		NAC0236SUR			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 012**	$22.00	$9.37	$46.85
		NCCB012			
1	KIM	**WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE**	$1,906.00	$811.96	$811.96
		WW1868VSWHRL			
		KS1B SPECIFY 1 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			
1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
		WW2928EPL			
		X NO GROMMET			
		X NO MODIFIED DEPTH (STANDARD)			
		MH MOCHA			
1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
		WW7227MPL			
		M MAIN			
		X NO MODESTY GROMMET			
		X NO MODIFIED WIDTH (STANDARD)			
		MH MOCHA			
1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
		65N2347DASCL			
		VMH SOFTENED,MOCHA			
		G1C GROMMET,CENTER			
		STD STANDARD LAMINATE			
		MH MOCHA			
		462 CINDER			
1	KIM	**WAVEWORKS,23DX36WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**	$2,272.00	$967.87	$967.87
		WW233629PU10L			
		72MB BALANCE,CINDER			
		X NO GROMMET			
		KS2B SPECIFY 2 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			

1	KIM	**WAVEWORKS,23DX36W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**	$1,080.00	$460.08	$460.08
		WW2336PUHL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,109.00	$472.43	$472.43
		WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
1	KIM	**WAVEWORKS,24DX72W,STORAGE CREDENZA SURFACE,RECT,HPL**	$600.00	$255.60	$255.60
		WW24A72WSSDL M MAIN VMH SOFTENED,MOCHA X NO GROMMET X NO WIRE MANAGER STD STANDARD LAMINATE MH MOCHA			
1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
		WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
				Ext. List:	$11,303.00
				Subtotal:	**$4,815.07**

CG8- ADMIN ASSIST. C108

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 013**	$22.00	$9.37	$28.11
		NCCB013			
1	KIM	**WAVEWORKS,15DX72W,RECEPTION COUNTER KIT,HPL**	$832.00	$354.43	$354.43
		WW1572TSL VMH SOFTENED,MOCHA STD STANDARD LAMINATE MH MOCHA			
1	NOF	**WAVEWORKS,60WX27H,MODESTY PANEL,FULL,LAMINATE**	$320.00	$136.32	$136.32
		WW6027MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
		65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA			

			462 CINDER			
	1	KIM	**WAVEWORKS,23DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,037.00	$441.76	$441.76
			WW2315PUBBFL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,25DX72W,RECEPTION DESK SHELL,GLASS ACCENT,HPL**	$4,990.00	$2,125.74	$2,125.74
			WW2572DSTFL VMH SOFTENED,MOCHA G1LR GROMMET,LEFT & RIGHT STD STANDARD LAMINATE MH MOCHA MH MOCHA			
	2	NOF	**WAVEWORKS,23DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM**	$1,103.00	$469.88	$939.76
			WW2330LFM2L 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	NOF	**WAVEWORKS,24DX60W,SURFACE,RECTANGULAR,HPL**	$508.00	$216.41	$216.41
			WW2460WSSDL M MAIN VMH SOFTENED PVC,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$12,156.00
					Subtotal:	**$5,178.45**

Qty	Mfg	CG9- OFFICE F107 Description and Model Number	List	Sell	Ext Sell
1	KIM	**ALLOY,50WX24H,PRIVACY SCREEN,BEAM MT,ADJ HT,FABRIC,RR**	$1,055.00	$449.43	$449.43
		71N5024PVBPFA ... Skipped Option 23 BLACK			
1	KIM	**ALLOY,24WX54H,STORAGE WARDROBE,LEFT,BBF PED,METAL**	$2,377.00	$1,012.60	$1,012.60
		71N2454VHHL1M 5 INTEGRATED KRB RANDOM CORE,INSTALLED,BLACK STD STANDARD,NON-METALLIC PAINT 462 CINDER			
1	KIM	**ALLOY,24DX60W,ADJ BASE,NON-POWERED,GANGING,FREESTDG,HPL**	$2,999.00	$1,277.57	$1,277.57
		71N2460AB1NGL VMH SOFTENED,MOCHA X NO GROMMET STD STANDARD LAMINATE MH MOCHA 23 BLACK 23 BLACK			
				Ext. List:	$6,431.00
				Subtotal:	**$2,739.60**

Qty	Mfg	CH1- SEATING - THROUGHOUT Description and Model Number	List	Sell	Ext Sell

 28	KIM	**JOYA,TASK,24/7 USE,HEAVY DUTY,MESH BACK,UPH SEAT,FULL ASSY**	$1,213.00	$557.98	$15,623.44

K56TMUFAHD

BBSTD	BLACK FRAME,BLACK STD MESH
1	GRADE 1
14740	INPUT JET
2D	2D ARMS
S4LSL	SYNCHRO,FOUR LOCK,SLIDER
462	CINDER PLASTIC
C48	BLACK HARD DUAL WHEEL,HVY DUTY

Ext. List: $33,964.00
Subtotal: $15,623.44

CH2- SEATING - OFFICE F107

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
 2	KIM	**JOYA,TASK,24/7 USE,HEAVY DUTY,MESH BACK,UPH SEAT,FULL ASSY**	$1,476.00	$678.96	$1,357.92

K56TMUFAHD

BBSTD	BLACK FRAME,BLACK STD MESH
CARJ	CARNEGIE GRADE J
6084_6	MOTO 6
2D	2D ARMS
S4LSL	SYNCHRO,FOUR LOCK,SLIDER
462	CINDER PLASTIC
C48	BLACK HARD DUAL WHEEL,HVY DUTY

Ext. List: $2,952.00
Subtotal: $1,357.92

CH4- SEATING - OFFICES, SUPER OFFICE C103, C107 WAITIN(

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
30	NOF	**ACQUAINT,GUEST,SLAT BACK,UPH LUMBAR,ARMCAP**	$1,859.00	$791.93	$23,757.90

N59HHT

CARJ	CARNEGIE GRADE J
6084_6	MOTO 6
MH	MOCHA

Ext. List: $55,770.00
Subtotal: $23,757.90

CH7- CONFERENCE C204

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
12	KIM	**KARID,MID BACK,CONFERENCE ARMS,SYNCHRO**	$2,054.00	$875.00	$10,500.00

N42ME8S

KD	TOOL-LESS KNOCK DOWN
7	GRADE 7
70907	SILICA NERO
BK	BLACK
C62	HARD DUAL WHEEL,POLISHED/BLACK

Ext. List: $24,648.00
Subtotal: $10,500.00

CH9- WAITING ROOM F100

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
12	KIM	**ACQUAINT,GUEST,FULLY UPH BACK,ARMLESS**	$1,855.00	$790.23	$9,482.76

N59BL

CARJ	CARNEGIE GRADE J
6084_6	MOTO 6
MH	MOCHA

Ext. List: $22,260.00
Subtotal: $9,482.76

CR1- CONFERENCE C204

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**EPIC,24DX72W,CREDENZA,BUFFET,LAMINATE**	$5,421.00	$2,309.35	$2,309.35

25N2472CBL

VMH	SOFTENED,MOCHA
88MB	LEVEL,CINDER
KRB	RANDOM CORE,INSTALLED,BLACK
FR462	FOOT/RAIL,CINDER

		STD	STANDARD LAMINATE		
		MH	MOCHA		
		MH	MOCHA		
		MH	MOCHA		
				Ext. List:	$5,421.00
				Subtotal:	**$2,309.35**

LO1- WAITING AREA C107, CORRIDOR C213

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
18	PAL	**PALLAS TEXTILES, PATTERN WANDER, COLOR ALPACA, 18 YARDS**	$0.00	$41.73	$751.14
		27.311.031			
1	PAL	**FREIGHT FOR PALLAS TEXTILES**	$0.00	$45.47	$45.47
		FREIGHT			
2	KIM	**JOVALIE,3 SEAT LOUNGE**	$7,680.00	$3,271.68	$6,543.36
		N94L3A			
		COM CUSTOMER'S OWN MATERIAL			
		SPECIAL PRIMARY UPH PATTERN COLOR			
		TOR			
		X NO GROMMET			
				Ext. List:	$15,360.00
				Subtotal:	**$7,339.97**

TB1- WAITING AREA C107, CORRIDOR C213, WAITING ROOM I

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
 5	KIM	**RENO,24DX24W,END TABLE,SQUARE,LAMINATE**	$1,620.00	$690.12	$3,450.60
		N32T2424ENL			
		X NO SURFACE GROMMET			
		X NO SIDE GROMMET			
		MH MOCHA			
		462 CINDER			
				Ext. List:	$8,100.00
				Subtotal:	**$3,450.60**

TB5- CONFERENCE C204

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
2	KIM	**ACCESSORIES,G15B,DOUBLE PIVOT POWER/USB GROMMET,SILVER**	$2,089.00	$889.91	$1,779.82
		NACG15BELPGS			
1	KIM	**EPIC,FOR 60DX192W TOP,PANEL BASE KIT,LAMINATE**	$9,350.00	$3,983.10	$3,983.10
		25N60192PNKL			
		FR462 FOOT/RAIL,CINDER			
		X NO MODIFIED WIDTH (STANDARD)			
		MH MOCHA			
1	KIM	**EPIC,60DX192W,CONFERENCE TOP,RECTANGLE,LAMINATE**	$12,242.00	$5,215.09	$5,215.09
		25NN60192RTL			
		VMH SOFTENED,MOCHA			
		CUT-G15LR CUTOUT-G15,LEFT & RIGHT			
		X NO MODIFIED DEPTH (STANDARD)			
		X NO MODIFIED WIDTH (STANDARD)			
		STD STANDARD LAMINATE			
		MH MOCHA			
				Ext. List:	$25,770.00
				Subtotal:	**$10,978.01**

TB6- COLLAB/COPY C210

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	KIM	**STRASSA,36DX72WX35H,WORK TABLE,NO MODESTY,COUNTER HT,HPL**	$4,906.00	$2,089.96	$6,269.88
		86N367235WKN1L			
		VMH SOFTENED,MOCHA			
		X NO SURFACE GROMMET			

		X	NO END PANEL GROMMET		
		STD	STANDARD LAMINATE		
		MH	MOCHA		
		MH	MOCHA		
				Ext. List:	$14,718.00
				Subtotal:	**$6,269.88**

Qty	Mfg	TB7- SUPER. OFFICE C103 Description and Model Number	List	Sell	Ext Sell
1	KIM	**FOOTINGS,40WX28H,X BASE,STATIC**	$1,060.00	$451.56	$451.56
		CBV4028XBP			
		X NO CUTOUT			
		462 CINDER			
		462 CINDER			
1	KIM	**WAVEWORKS,42DX42W,SURFACE,SQUARE,HPL**	$551.00	$234.73	$234.73
		WW4242WSSQL			
		M MAIN			
		VMH SOFTENED,MOCHA			
		X NO GROMMET			
		STD STANDARD LAMINATE			
		MH MOCHA			
				Ext. List:	$1,611.00
				Subtotal:	**$686.29**

Total List: **$476,469.00**

Total Sell: **$205,118.13**

Furniture Project Payment Terms:

Special Order Furniture is non-returnable

Financing is available!

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 75% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 15% due.
Final balance due upon completion of delivery

Review all furniture finishes prior to placing order
Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 432-617-0017. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

INTEROFFICE MEMORANDUM

TO: Tina Jauz, Assistant City Manager

FROM: Regina Stephenson, General Services Director

SUBJECT: Midland Utilities Service Center Construction Project Furniture Purchase

DATE: March 30, 2023

Resolution 2019-019 approved the selection of Parkhill, Smith & Cooper, Inc. dba Parkhill to assist the General Services Department by providing professional architectural services and services provided in connection therewith on an as-needed basis. Resolution 2021-037 authorized the execution of a task order with Parkhill to provide design, building and architectural services for the Midland Utilities Service Center. Resolution 2022-041 awarded a contract for the construction of the Midland Utilities Service Center.

The next purchase for this project is for the furniture. We received quotes through the PACE and OMNIA purchasing cooperatives from Sewco, Inc. dba Officewise Furniture & Equipment of Midland, Texas for a total cost of $318,654.49. This furniture is for the Vehicle Services, Solid Waste and Water & Wastewater buildings. Funding is available in the Midland Utilities Service Center Project.

Therefore, please consider a resolution authorizing the purchase of furniture for the Midland Utilities Service Center from Sewco, Inc. dba Officewise Furniture & Equipment of Midland, Texas for a total cost of $318,654.49.

Quotation

Prepared For:
Regina Stephenson
City of Midland
300 N Loraine
Midland TX 79702
432-685-0523
rstephenson@midlandtexas.gov

Account Manager:
Melissa Herrera
mherrera@officewiseco.com
Designer: Melissa Herrera
432-617-0095

Date: 3/17/2023

Expires: 14 days
***unless price increase occurs**

Purchase Order Must Be Made To:
Officewise Commercial Interiors
2310 W Michigan Ave. Midland, TX 79701
**Installation must be on a separate line.
***Email PO to mherrera@officewiseco.com

PACE contract 0031105.50
Project: City of Midland- Utilities Service Center

TR1

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
26	PP	**Stream- Tall Dual Stream**	$1,037.00	$598.27	$15,555.02
		SRT-1 Exterior Color: Aluminum Metallic Interior Color: Aluminum Metallic Decal Color: Specify- TBD			
1	PP		$0.00	$3,238.64	$3,238.64
		Freight			
				Ext. List:	$26,962.00
				Subtotal:	**$18,793.66**

TR2

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
30	SPR	**7 Gallon, WASTEBASKET,DESKSIDE,BK**	$15.96	$11.00	$330.00
		RCP295600BK			
				Ext. List:	$478.80
				Subtotal:	**$330.00**

TR3

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	SPR	**16 Gallon, RECEPTACLE,MLSV, 30"H x 14.8"W x 14.8"D**	$845.12	$260.08	$260.08
		RCPSC14EPLSM			
				Ext. List:	$845.12
				Subtotal:	**$260.08**

TR4

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
5	SPR	**23 Gallon, CONTAINER,TRSH,CNFDNTLDOC**	$319.97	$276.31	$1,381.55
		RCP9W15LGY			
				Ext. List:	$1,599.85
				Subtotal:	**$1,381.55**

ZLabor

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1		**Quote includes receiving, delivery, installation, and trash removal**	$0.00	$0.00	$0.00
		LABOR			
				Ext. List:	$0.00
				Subtotal:	**$0.00**

Total List: **$29,885.77**

PACKET 5.27 April 11, 2023

Furniture Project Payment Terms:

Total Sell: **$20,765.29**

Special Order Furniture is non-returnable

Financing is available!

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 75% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 15% due.
Final balance due upon completion of delivery

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X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

Quotation

Prepared For: Regina Stephenson
City of Midland
300 N Loraine
Midland TX 79702
432-685-0523
rstephenson@midlandtexas.gov

Account Manager: Melissa Herrera
mherrera@officewiseco.com
Designer: Melissa Herrera
432-617-0095

Date: 3/6/2023

Expires: 14 days
***unless price increase occurs**

Purchase Order Must Be Made To:
Officewise Commercial Interiors
2310 W Michigan Ave. Midland, TX 79701
**Installation must be on a separate line.
***Email PO to mherrera@officewiseco.com

Project: City of Midland- Utilities Service Center
KI OMNIA #R221003

MK:CH3- Break Room C214

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
2	KII	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$735.48
		TALNA			
		/S Stainless steel glides			
		/NFR Compliance to TB 117-2013			
		/KOM KOM (KI Ordered Material-Additional Fees Required)			
		/BLMH Black			
		/SX Starlight Silver Metallic			
2		**$28.98**	$28.98	$28.98	$57.96
		Upcharge per Unit:			
		Net Price Do Not Discount			
				Ext. List:	$1,419.96
				Subtotal:	**$793.44**

MK:CH3- SW Training / Break Room C115

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
64	KII	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$23,535.36
		TALNA			
		/S Stainless steel glides			
		/NFR Compliance to TB 117-2013			
		/KOM KOM (KI Ordered Material-Additional Fees Required)			
		/BLMH Black			
		/SX Starlight Silver Metallic			
64		**$28.83**	$28.83	$28.83	$1,845.12
		Upcharge per Unit:			
		Net Price Do Not Discount			
				Ext. List:	$45,429.12
				Subtotal:	**$25,380.48**

MK:CH3- Training / Break Room F112

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
16	KII	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$5,883.84
		TALNA			
		/S Stainless steel glides			
		/NFR Compliance to TB 117-2013			
		/KOM KOM (KI Ordered Material-Additional Fees Required)			
		/BLMH Black			
		/SX Starlight Silver Metallic			
16		**$28.99**	$28.99	$28.99	$463.84
		Upcharge per Unit:			
		Net Price Do Not Discount			
				Ext. List:	$11,359.84

					Subtotal:	**$6,347.68**
		MK:CH3- WWW Training / Break Room C112				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**32**	**KII**	**Torsion Air Four-Leg Armless Chair,Uph Seat/Mesh Back**	$681.00	$367.74	$11,767.68
			TALNA			
			/S Stainless steel glides			
			/NFR Compliance to TB 117-2013			
			/KOM KOM (KI Ordered Material-Additional Fees Required)			
			/BLMH Black			
			/SX Starlight Silver Metallic			
	32		**$28.98**	$28.98	$28.98	$927.36
			Upcharge per Unit:			
			Net Price Do Not Discount			
					Ext. List:	$22,719.36
					Subtotal:	**$12,695.04**
		MK:CH5- Work Stations C209				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**6**	**KII**	**Torsion Air Task Armless Stool,Uph Seat/Mesh Back**	$1,051.00	$567.54	$3,405.24
			TASPNA			
			/BL Black			
			/S Hard floor casters			
			/NFR Compliance to TB 117-2013			
			GRPP0 Pallas Fabric Group P0			
			... Skipped Option			
			/BLMH Black			
					Ext. List:	$6,306.00
					Subtotal:	**$3,405.24**
		MK:CH6- Crew Lead B102				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**3**	**KII**	**Torsion Air Task Armless Stool,Uph Seat/Mesh Back**	$999.00	$539.46	$1,618.38
			TASPNA			
			/BL Black			
			/C Carpet casters			
			/NFR Compliance to TB 117-2013			
			/KOM KOM (KI Ordered Material-Additional Fees Required)			
			/BLMH Black			
	3		**$55.25**	$55.25	$55.25	$165.75
			Upcharge per Unit:			
			Net Price Do Not Discount			
					Ext. List:	$3,162.75
					Subtotal:	**$1,784.13**
		MK:TB3- SW Training / Break Room C115				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**32**	**KII**	**Pirouette,Nesting Training,Rectangular,24x60",74P Edge**	$1,433.00	$773.82	$24,762.24
			PINR2460T-74P			
			/ESA Sand edge			
			/NNN No grommets, PowerUp, wire management/No cutouts			
			Standard KI Laminates			
			/LCU CASUAL LINEN 4944-38			
			/SX Starlight Silver Metallic			
			/4EC Black wheel, Silver hub-2 locking/2 non-locking			
			/NMP No modesty panel			
					Ext. List:	$45,856.00
					Subtotal:	**$24,762.24**
		MK:TB3- WWW Training / Break Room C112				
	Qty	**Mfg**	**Description and Model Number**	**List**	**Sell**	**Ext Sell**
	**16**	**KII**	**Pirouette,Nesting Training,Rectangular,24x60",74P Edge**	$1,433.00	$773.82	$12,381.12

/ESA	Sand edge	
/NNN	No grommets, PowerUp, wire management/No cutouts	
Standard	KI Laminates	
/LCU	CASUAL LINEN 4944-38	
/SX	Starlight Silver Metallic	
/4EC	Black wheel, Silver hub-2 locking/2 non-locking	
/NMP	No modesty panel	

Ext. List: $22,928.00
Subtotal: $12,381.12

MK:TB4- Break Room C214

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KII	**Pirouette,Square,Fixed,36x36",29H,74P Edge**	$971.00	$524.34	$524.34

PIFXSQ36-74P

/ESA	Sand edge
Standard	KI Laminates
/LCU	CASUAL LINEN 4944-38
/SX	Starlight Silver Metallic
/4EC	Black wheel, Silver hub-2 locking/2 non-locking
/NNN	No grommets, PowerUp, wire management/No cutouts
/NMP	No modesty panel

Ext. List: $971.00
Subtotal: $524.34

MK:TB4- Training / Break Room F112

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
4	KII	**Pirouette,Square,Fixed,36x36",29H,74P Edge**	$971.00	$524.34	$2,097.36

PIFXSQ36-74P

/ESA	Sand edge
Standard	KI Laminates
/LCU	CASUAL LINEN 4944-38
/SX	Starlight Silver Metallic
/4EC	Black wheel, Silver hub-2 locking/2 non-locking
/NNN	No grommets, PowerUp, wire management/No cutouts
/NMP	No modesty panel

Ext. List: $3,884.00
Subtotal: $2,097.36

Installation per contract:	$2,600.00	$2,600.00	$2,600.00

Total List: $166,636.03
Total Sell: $92,771.07

Furniture Project Payment Terms:

Special Order Furniture is non-returnable

Financing is available!

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 75% deposit due at time of order
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Final balance due upon completion of delivery

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X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

Quotation

Prepared For:
Regina Stephenson
City of Midland
300 N Loraine
Midland TX 79702
432-685-0523
rstephenson@midlandtexas.gov

Account Manager:
Melissa Herrera
mherrera@officewiseco.com
Designer: Melissa Herrera
432-617-0095

Date: 3/6/2023
Expires: 14 days
***unless price increase occurs**

Purchase Order Must Be Made To:
Officewise Commercial Interiors
2310 W Michigan Ave. Midland, TX 79701
**Installation must be on a separate line.
***Email PO to mherrera@officewiseco.com

Project: City of Midland- Utilities Service Center
NOF OMNIA #R191811, CDA 30003735
Kimball OMNIA 2019.001896, 203158

CG1- LBR SUPER OFFICE B101, WORKSTATIONS C207, OFFIC

	Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
	11	KIM	**PERKS,EXPANDABLE CABLE MANAGER,BLACK**	$243.00	$111.78	$1,229.58
	11	KIM	**99KECMB** **ALLOY,50WX24H,PRIVACY SCREEN,BEAM MT,ADJ HT,FABRIC,RR**	$1,055.00	$449.43	$4,943.73
	11	KIM	**71N5024PVBPFA** A GRADE A ... Skipped Option 23 BLACK **ALLOY,24WX54H,STORAGE WARDROBE,RIGHT,BBF PED,METAL**	$2,377.00	$1,012.60	$11,138.60
	11	KIM	**71N2454VHHR1M** 5 INTEGRATED KRB RANDOM CORE,INSTALLED,BLACK STD STANDARD,NON-METALLIC PAINT 462 CINDER **ALLOY,24DX60W,ADJ BASE,NON-POWERED,GANGING,FREESTDG,HPL**	$3,039.00	$1,294.61	$14,240.71
			71N2460AB1NGL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 23 BLACK 23 BLACK			

Ext. List: $73,854.00
Subtotal: $31,552.62

CG10- OFFICE C132

	Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
	1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
	1	KIM	**NAC0248SUR** **ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
	1	KIM	**NAC0236SUR** **WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
			WW2928EPL X NO GROMMET X NO MODIFIED DEPTH (STANDARD) MH MOCHA			

	1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
			WW7227MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
			65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 462 CINDER			
	1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,137.00	$484.36	$484.36
			WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KRB RANDOM CORE,INSTALLED,BLACK MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
			WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$5,363.00
					Subtotal:	**$2,284.64**

CG11- OFFICES C211, C221

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
2	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$226.64
		NAC0248SUR			
2	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$194.26
		NAC0236SUR			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 001**	$22.00	$9.37	$46.85
		NCCB001			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 002**	$22.00	$9.37	$46.85
		NCCB002			
 2	NOF	**WAVEWORKS,18WX68H,WARDROBE/STORAGE,LEFT,LAMINATE**	$1,736.00	$739.54	$1,479.08
		WW1868VSWHLL KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
2	KIM	**WAVEWORKS,23DX28H,END PANEL,LAMINATE**	$344.00	$146.54	$293.08

			X	NO GROMMET			
			X	NO MODIFIED DEPTH (STANDARD)			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**		$376.00	$160.18	$320.36
			WW2928EPL				
			X	NO GROMMET			
			X	NO MODIFIED DEPTH (STANDARD)			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**		$402.00	$171.25	$342.50
			WW7227MPL				
			M	MAIN			
			X	NO MODESTY GROMMET			
			X	NO MODIFIED WIDTH (STANDARD)			
			MH	MOCHA			
	2	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**		$2,197.00	$935.92	$1,871.84
			65N2347DASCL				
			VMH	SOFTENED,MOCHA			
			G1C	GROMMET,CENTER			
			STD	STANDARD LAMINATE			
			MH	MOCHA			
			462	CINDER			
	2	KIM	**WAVEWORKS,23DX30WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**		$2,238.00	$953.39	$1,906.78
			WW233029PU10L				
			72MB	BALANCE,CINDER			
			X	NO GROMMET			
			KS2B	SPECIFY 2 BLACK CORE SEPARATE			
			MH	MOCHA			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,23DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**		$1,015.00	$432.39	$864.78
			WW2330PUHL				
			72MB	BALANCE,CINDER			
			X	NO GROMMET			
			KS1B	SPECIFY 1 BLACK CORE SEPARATE			
			MH	MOCHA			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**		$1,109.00	$472.43	$944.86
			WW2915PUBBFL				
			72MB	BALANCE,CINDER			
			X	NO GROMMET			
			KS1B	SPECIFY 1 BLACK CORE SEPARATE			
			MH	MOCHA			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,24DX96W,SURFACE,RECTANGULAR,HPL**		$838.00	$356.99	$713.98
			WW2496WSSDL				
			M	MAIN			
			VMH	SOFTENED,MOCHA			
			X	NO GROMMET			
			X	NO WIRE MANAGER			
			X	NO MODIFIED DEPTH (STANDARD)			
			X	NO MODIFIED WIDTH (STANDARD)			
			STD	STANDARD LAMINATE			
			MH	MOCHA			
	2	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**		$757.00	$322.48	$644.96
			WW3072WSSDL				
			M	MAIN			

		VMH	SOFTENED,MOCHA		
		G1L	GROMMET,LEFT		
		X	NO WIRE MANAGER		
		X	NO MODIFIED DEPTH (STANDARD)		
		X	NO MODIFIED WIDTH (STANDARD)		
		STD	STANDARD LAMINATE		
		MH	MOCHA		
				Ext. List:	$23,232.00
				Subtotal:	**$9,896.82**

CG2- TECH ROOM C133

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	KIM	**ALLOY,38WX24H,PRIVACY SCREEN,BEAM MT,ADJ HT,FABRIC,RR**	$956.00	$407.26	$1,221.78
		71N3824PVBPFA			
		A GRADE A			
		... Skipped Option			
		23 BLACK			
3	KIM	**ALLOY,24DX48W,ADJ BASE,NON-POWERED,GANGING,FREESTDG,HPL**	$2,824.00	$1,203.02	$3,609.06
		71N2448AB1NGL			
		VMH SOFTENED,MOCHA			
		G1C GROMMET,CENTER			
		STD STANDARD LAMINATE			
		MH MOCHA			
		23 BLACK			
		23 BLACK			
				Ext. List:	$11,340.00
				Subtotal:	**$4,830.84**

CG3- CORRIDOR C213

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
		NAC0248SUR			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 004**	$22.00	$9.37	$46.85
		NCCB004			
1	KIM	**WAVEWORKS,15DX72W,RECEPTION COUNTER KIT,HPL**	$832.00	$354.43	$354.43
		WW1572TSL			
		VMH SOFTENED,MOCHA			
		STD STANDARD LAMINATE			
		MH MOCHA			
1	KIM	**WAVEWORKS,24DX18W,CORNICE TOP,HPL**	$761.00	$324.19	$324.19
		WW2418CPTL			
		VMH SOFTENED,MOCHA			
		STD STANDARD LAMINATE			
		MH MOCHA			
2	KIM	**WAVEWORKS,24DX36W,LATERAL FILE,THREE DRAWER,LAMINATE**	$2,622.00	$1,116.97	$2,233.94
		WW2436LFM3L			
		72MB BALANCE,CINDER			
		KS1B SPECIFY 1 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			
1	KIM	**WAVEWORKS,23DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,037.00	$441.76	$441.76
		WW2315PUBBFL			
		72MB BALANCE,CINDER			
		X NO GROMMET			
		KS1B SPECIFY 1 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			

	1	KIM	**WAVEWORKS,25DX72W,RECEPTION DESK SHELL,GLASS ACCENT,HPL**	$4,990.00	$2,125.74	$2,125.74
			WW2572DSTFL VMH SOFTENED,MOCHA G1LR GROMMET,LEFT & RIGHT STD STANDARD LAMINATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,28DX54W,RECEPTION BRIDGE,GLASS SHELF/ACCENT,HPL**	$790.00	$336.54	$336.54
			WW2854BSTFL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,24DX72W,STORAGE CREDENZA SURFACE,RECT,HPL**	$680.00	$289.68	$289.68
			WW24A72WSSDL M MAIN VMH SOFTENED,MOCHA G1LR GROMMET,LEFT & RIGHT X NO WIRE MANAGER STD STANDARD LAMINATE MH MOCHA			
	1	KIM	**WAVEWORKS,25DX75W,RCPTN DESK SHELL,ADA,GLASS SHLF,LEFT,HPL**	$5,231.00	$2,228.41	$2,228.41
			WW2575DSTFLL VMH SOFTENED,MOCHA 72MB BALANCE,CINDER KS2B SPECIFY 2 BLACK CORE SEPARATE STD STANDARD LAMINATE MH MOCHA MH MOCHA MH MOCHA			
					Ext. List:	$19,941.00
					Subtotal:	**$8,494.86**

CG4- OFFICE/SERVICE COUNTER F116

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
1	KIM	**NAC0248SUR** **ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
6	NOF	**NAC0236SUR** **CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 005**	$22.00	$9.37	$56.22
1	KIM	**NCCB005** **WAVEWORKS,28H,FILLER STRIP,LAMINATE**	$51.00	$21.73	$21.73
1	KIM	**WW28CPFSL** MH MOCHA **WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE**	$1,906.00	$811.96	$811.96
		WW1868VSWHRL KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			

	1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
			WW2928EPL X NO GROMMET X NO MODIFIED DEPTH (STANDARD) MH MOCHA			
	1	NOF	**WAVEWORKS,60WX27H,MODESTY PANEL,FULL,LAMINATE**	$320.00	$136.32	$136.32
			WW6027MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
			WW7227MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
			65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 462 CINDER			
	1	KIM	**WAVEWORKS,23DX36WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**	$2,272.00	$967.87	$967.87
			WW233629PU10L 72MB BALANCE,CINDER X NO GROMMET KS2B SPECIFY 2 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,23DX36W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**	$1,080.00	$460.08	$460.08
			WW2336PUHL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,109.00	$472.43	$472.43
			WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	2	NOF	**WAVEWORKS,23DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM**	$1,103.00	$469.88	$939.76
			WW2330LFM2L 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			

	1	KIM	**WAVEWORKS,24DX72W,STORAGE CREDENZA SURFACE,RECT,HPL**	$600.00	$255.60	$255.60
			WW24A72WSSDL M MAIN VMH SOFTENED,MOCHA X NO GROMMET X NO WIRE MANAGER STD STANDARD LAMINATE MH MOCHA			
	1	NOF	**WAVEWORKS,24DX60W,SURFACE,RECTANGULAR,HPL**	$508.00	$216.41	$216.41
			WW2460WSSDL M MAIN VMH SOFTENED PVC,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
	1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
			WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$14,410.00
					Subtotal:	**$6,138.66**

	Qty	Mfg	CG5- OFFICE C131 Description and Model Number	List	Sell	Ext Sell
	1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
			NAC0248SUR			
	1	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
			NAC0236SUR			
	1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
			WW2928EPL X NO GROMMET X NO MODIFIED DEPTH (STANDARD) MH MOCHA			
	1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
			WW7227MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
	1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
			65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA 462 CINDER			

	1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,137.00	$484.36	$484.36
			WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KRB RANDOM CORE,INSTALLED,BLACK MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
			WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$5,363.00
					Subtotal:	**$2,284.64**

CG6- OFFICES B103, C216, C217, C218, C219, C220, F111

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
7	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$793.24
		NAC0248SUR			
7	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$679.91
		NAC0236SUR			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 006**	$22.00	$9.37	$46.85
		NCCB006			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 007**	$22.00	$9.37	$46.85
		NCCB007			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 008**	$22.00	$9.37	$46.85
		NCCB008			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 009**	$22.00	$9.37	$46.85
		NCCB009			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 010**	$22.00	$9.37	$46.85
		NCCB010			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 011**	$22.00	$9.37	$46.85
		NCCB011			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 021**	$22.00	$9.37	$46.85
		NCCB021			
7	KIM	**WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE**	$1,906.00	$811.96	$5,683.72
		WW1868VSWHRL KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA			

			MH MOCHA				
	7	KIM	**WAVEWORKS,23DX28H,END PANEL,LAMINATE**	$344.00	$146.54	$1,025.78
			WW2328EPL			
			X NO GROMMET			
			X NO MODIFIED DEPTH (STANDARD)			
			MH MOCHA			
	7	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$1,121.26
			WW2928EPL			
			X NO GROMMET			
			X NO MODIFIED DEPTH (STANDARD)			
			MH MOCHA			
	7	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$1,198.75
			WW7227MPL			
			M MAIN			
			X NO MODESTY GROMMET			
			X NO MODIFIED WIDTH (STANDARD)			
			MH MOCHA			
	7	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$6,551.44
			65N2347DASCL			
			VMH SOFTENED,MOCHA			
			G1C GROMMET,CENTER			
			STD STANDARD LAMINATE			
			MH MOCHA			
			462 CINDER			
	7	KIM	**WAVEWORKS,23DX30WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**	$2,238.00	$953.39	$6,673.73
			WW233029PU10L			
			72MB BALANCE,CINDER			
			X NO GROMMET			
			KS2B SPECIFY 2 BLACK CORE SEPARATE			
			MH MOCHA			
			MH MOCHA			
	7	KIM	**WAVEWORKS,23DX30W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**	$1,015.00	$432.39	$3,026.73
			WW2330PUHL			
			72MB BALANCE,CINDER			
			X NO GROMMET			
			KS1B SPECIFY 1 BLACK CORE SEPARATE			
			MH MOCHA			
			MH MOCHA			
	7	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,109.00	$472.43	$3,307.01
			WW2915PUBBFL			
			72MB BALANCE,CINDER			
			X NO GROMMET			
			KS1B SPECIFY 1 BLACK CORE SEPARATE			
			MH MOCHA			
			MH MOCHA			
	7	KIM	**WAVEWORKS,24DX96W,SURFACE,RECTANGULAR,HPL**	$838.00	$356.99	$2,498.93
			WW2496WSSDL			
			M MAIN			
			VMH SOFTENED,MOCHA			
			X NO GROMMET			
			X NO WIRE MANAGER			
			X NO MODIFIED DEPTH (STANDARD)			
			X NO MODIFIED WIDTH (STANDARD)			
			STD STANDARD LAMINATE			
			MH MOCHA			

7	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$2,257.36
		WW3072WSSDL			
		M MAIN			
		VMH SOFTENED,MOCHA			
		G1R GROMMET,RIGHT			
		X NO WIRE MANAGER			
		X NO MODIFIED DEPTH (STANDARD)			
		X NO MODIFIED WIDTH (STANDARD)			
		STD STANDARD LAMINATE			
		MH MOCHA			
				Ext. List:	$82,502.00
				Subtotal:	**$35,145.81**

CG7- SUPER. OFFICE C103

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**ACCESSORIES,48W,UNDERSURFACE SUPPORT RAIL,BLACK**	$266.00	$113.32	$113.32
		NAC0248SUR			
1	KIM	**ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK**	$228.00	$97.13	$97.13
		NAC0236SUR			
5	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 012**	$22.00	$9.37	$46.85
		NCCB012			
1	KIM	**WAVEWORKS,18WX68H,WARDROBE/STORAGE,RIGHT,LAMINATE**	$1,906.00	$811.96	$811.96
		WW1868VSWHRL			
		KS1B SPECIFY 1 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			
1	KIM	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$376.00	$160.18	$160.18
		WW2928EPL			
		X NO GROMMET			
		X NO MODIFIED DEPTH (STANDARD)			
		MH MOCHA			
1	KIM	**WAVEWORKS,72WX27H,MODESTY PANEL,FULL,LAMINATE**	$402.00	$171.25	$171.25
		WW7227MPL			
		M MAIN			
		X NO MODESTY GROMMET			
		X NO MODIFIED WIDTH (STANDARD)			
		MH MOCHA			
1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
		65N2347DASCL			
		VMH SOFTENED,MOCHA			
		G1C GROMMET,CENTER			
		STD STANDARD LAMINATE			
		MH MOCHA			
		462 CINDER			
1	KIM	**WAVEWORKS,23DX36WX29H,PEDESTAL,RIGHT,MULTIFILE BB/F/LF,LAM**	$2,272.00	$967.87	$967.87
		WW233629PU10L			
		72MB BALANCE,CINDER			
		X NO GROMMET			
		KS2B SPECIFY 2 BLACK CORE SEPARATE			
		MH MOCHA			
		MH MOCHA			

1	KIM	**WAVEWORKS,23DX36W,DOUBLE DOOR,UNDERSURFACE,LAMINATE**	$1,080.00	$460.08	$460.08
		WW2336PUHL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
1	KIM	**WAVEWORKS,29DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,109.00	$472.43	$472.43
		WW2915PUBBFL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
1	KIM	**WAVEWORKS,24DX72W,STORAGE CREDENZA SURFACE,RECT,HPL**	$600.00	$255.60	$255.60
		WW24A72WSSDL M MAIN VMH SOFTENED,MOCHA X NO GROMMET X NO WIRE MANAGER STD STANDARD LAMINATE MH MOCHA			
1	KIM	**WAVEWORKS,30DX72W,SURFACE,RECTANGULAR,HPL**	$757.00	$322.48	$322.48
		WW3072WSSDL M MAIN VMH SOFTENED,MOCHA G1R GROMMET,RIGHT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
				Ext. List:	$11,303.00
				Subtotal:	**$4,815.07**

CG8- ADMIN ASSIST. C108

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	NOF	**CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 013**	$22.00	$9.37	$28.11
		NCCB013			
1	KIM	**WAVEWORKS,15DX72W,RECEPTION COUNTER KIT,HPL**	$832.00	$354.43	$354.43
		WW1572TSL VMH SOFTENED,MOCHA STD STANDARD LAMINATE MH MOCHA			
1	NOF	**WAVEWORKS,60WX27H,MODESTY PANEL,FULL,LAMINATE**	$320.00	$136.32	$136.32
		WW6027MPL M MAIN X NO MODESTY GROMMET X NO MODIFIED WIDTH (STANDARD) MH MOCHA			
1	KIM	**NAVIYD,23DX47W,DESK,ADJUSTABLE,STD HEIGHT,C LEG,HPL**	$2,197.00	$935.92	$935.92
		65N2347DASCL VMH SOFTENED,MOCHA G1C GROMMET,CENTER STD STANDARD LAMINATE MH MOCHA			

			462 CINDER			
	1	KIM	**WAVEWORKS,23DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM**	$1,037.00	$441.76	$441.76
			WW2315PUBBFL 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	KIM	**WAVEWORKS,25DX72W,RECEPTION DESK SHELL,GLASS ACCENT,HPL**	$4,990.00	$2,125.74	$2,125.74
			WW2572DSTFL VMH SOFTENED,MOCHA G1LR GROMMET,LEFT & RIGHT STD STANDARD LAMINATE MH MOCHA MH MOCHA			
	2	NOF	**WAVEWORKS,23DX30W,LATERAL FILE,UNDERSURFACE,2 DRAWER,LAM**	$1,103.00	$469.88	$939.76
			WW2330LFM2L 72MB BALANCE,CINDER X NO GROMMET KS1B SPECIFY 1 BLACK CORE SEPARATE MH MOCHA MH MOCHA			
	1	NOF	**WAVEWORKS,24DX60W,SURFACE,RECTANGULAR,HPL**	$508.00	$216.41	$216.41
			WW2460WSSDL M MAIN VMH SOFTENED PVC,MOCHA G1L GROMMET,LEFT X NO WIRE MANAGER X NO MODIFIED DEPTH (STANDARD) X NO MODIFIED WIDTH (STANDARD) STD STANDARD LAMINATE MH MOCHA			
					Ext. List:	$12,156.00
					Subtotal:	**$5,178.45**

Qty	Mfg	CG9- OFFICE F107 Description and Model Number	List	Sell	Ext Sell
1	KIM	**ALLOY,50WX24H,PRIVACY SCREEN,BEAM MT,ADJ HT,FABRIC,RR**	$1,055.00	$449.43	$449.43
		71N5024PVBPFA ... Skipped Option 23 BLACK			
1	KIM	**ALLOY,24WX54H,STORAGE WARDROBE,LEFT,BBF PED,METAL**	$2,377.00	$1,012.60	$1,012.60
		71N2454VHHL1M 5 INTEGRATED KRB RANDOM CORE,INSTALLED,BLACK STD STANDARD,NON-METALLIC PAINT 462 CINDER			
1	KIM	**ALLOY,24DX60W,ADJ BASE,NON-POWERED,GANGING,FREESTDG,HPL**	$2,999.00	$1,277.57	$1,277.57
		71N2460AB1NGL VMH SOFTENED,MOCHA X NO GROMMET STD STANDARD LAMINATE MH MOCHA 23 BLACK 23 BLACK			
				Ext. List:	$6,431.00
				Subtotal:	**$2,739.60**

Qty	Mfg	CH1- SEATING - THROUGHOUT Description and Model Number	List	Sell	Ext Sell

 28	KIM	JOYA,TASK,24/7 USE,HEAVY DUTY,MESH BACK,UPH SEAT,FULL ASSY	$1,213.00	$557.98	$15,623.44

K56TMUFAHD

BBSTD	BLACK FRAME,BLACK STD MESH
1	GRADE 1
14740	INPUT JET
2D	2D ARMS
S4LSL	SYNCHRO,FOUR LOCK,SLIDER
462	CINDER PLASTIC
C48	BLACK HARD DUAL WHEEL,HVY DUTY

Ext. List: $33,964.00
Subtotal: $15,623.44

CH2- SEATING - OFFICE F107

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
 2	KIM	JOYA,TASK,24/7 USE,HEAVY DUTY,MESH BACK,UPH SEAT,FULL ASSY	$1,476.00	$678.96	$1,357.92

K56TMUFAHD

BBSTD	BLACK FRAME,BLACK STD MESH
CARJ	CARNEGIE GRADE J
6084_6	MOTO 6
2D	2D ARMS
S4LSL	SYNCHRO,FOUR LOCK,SLIDER
462	CINDER PLASTIC
C48	BLACK HARD DUAL WHEEL,HVY DUTY

Ext. List: $2,952.00
Subtotal: $1,357.92

CH4- SEATING - OFFICES, SUPER OFFICE C103, C107 WAITIN(

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
30	NOF	ACQUAINT,GUEST,SLAT BACK,UPH LUMBAR,ARMCAP	$1,859.00	$791.93	$23,757.90

N59HHT

CARJ	CARNEGIE GRADE J
6084_6	MOTO 6
MH	MOCHA

Ext. List: $55,770.00
Subtotal: $23,757.90

CH7- CONFERENCE C204

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
12	KIM	KARID,MID BACK,CONFERENCE ARMS,SYNCHRO	$2,054.00	$875.00	$10,500.00

N42ME8S

KD	TOOL-LESS KNOCK DOWN
7	GRADE 7
70907	SILICA NERO
BK	BLACK
C62	HARD DUAL WHEEL,POLISHED/BLACK

Ext. List: $24,648.00
Subtotal: $10,500.00

CH9- WAITING ROOM F100

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
12	KIM	ACQUAINT,GUEST,FULLY UPH BACK,ARMLESS	$1,855.00	$790.23	$9,482.76

N59BL

CARJ	CARNEGIE GRADE J
6084_6	MOTO 6
MH	MOCHA

Ext. List: $22,260.00
Subtotal: $9,482.76

CR1- CONFERENCE C204

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	EPIC,24DX72W,CREDENZA,BUFFET,LAMINATE	$5,421.00	$2,309.35	$2,309.35

25N2472CBL

VMH	SOFTENED,MOCHA
88MB	LEVEL,CINDER
KRB	RANDOM CORE,INSTALLED,BLACK
FR462	FOOT/RAIL,CINDER

STD	STANDARD LAMINATE	
MH	MOCHA	
MH	MOCHA	
MH	MOCHA	

Ext. List: $5,421.00
Subtotal: $2,309.35

LO1- WAITING AREA C107, CORRIDOR C213

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
18	PAL	**PALLAS TEXTILES, PATTERN WANDER, COLOR ALPACA, 18 YARDS**	$0.00	$41.73	$751.14
		27.311.031			
1	PAL	**FREIGHT FOR PALLAS TEXTILES**	$0.00	$45.47	$45.47
		FREIGHT			
2	KIM	**JOVALIE,3 SEAT LOUNGE**	$7,680.00	$3,271.68	$6,543.36
		N94L3A			
		COM CUSTOMER'S OWN MATERIAL			
		SPECIAL PRIMARY UPH PATTERN COLOR			
		TOR			
		X NO GROMMET			

Ext. List: $15,360.00
Subtotal: $7,339.97

TB1- WAITING AREA C107, CORRIDOR C213, WAITING ROOM I

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
5	KIM	**RENO,24DX24W,END TABLE,SQUARE,LAMINATE**	$1,620.00	$690.12	$3,450.60
		N32T2424ENL			
		X NO SURFACE GROMMET			
		X NO SIDE GROMMET			
		MH MOCHA			
		462 CINDER			

Ext. List: $8,100.00
Subtotal: $3,450.60

TB5- CONFERENCE C204

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
2	KIM	**ACCESSORIES,G15B,DOUBLE PIVOT POWER/USB GROMMET,SILVER**	$2,089.00	$889.91	$1,779.82
		NACG15BELPGS			
1	KIM	**EPIC,FOR 60DX192W TOP,PANEL BASE KIT,LAMINATE**	$9,350.00	$3,983.10	$3,983.10
		25N60192PNKL			
		FR462 FOOT/RAIL,CINDER			
		X NO MODIFIED WIDTH (STANDARD)			
		MH MOCHA			
1	KIM	**EPIC,60DX192W,CONFERENCE TOP,RECTANGLE,LAMINATE**	$12,242.00	$5,215.09	$5,215.09
		25NN60192RTL			
		VMH SOFTENED,MOCHA			
		CUT-G15LR CUTOUT-G15,LEFT & RIGHT			
		X NO MODIFIED DEPTH (STANDARD)			
		X NO MODIFIED WIDTH (STANDARD)			
		STD STANDARD LAMINATE			
		MH MOCHA			

Ext. List: $25,770.00
Subtotal: $10,978.01

TB6- COLLAB/COPY C210

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
3	KIM	**STRASSA,36DX72WX35H,WORK TABLE,NO MODESTY,COUNTER HT,HPL**	$4,906.00	$2,089.96	$6,269.88
		86N367235WKN1L			
		VMH SOFTENED,MOCHA			
		X NO SURFACE GROMMET			

		X	NO END PANEL GROMMET		
		STD	STANDARD LAMINATE		
		MH	MOCHA		
		MH	MOCHA		
				Ext. List:	$14,718.00
				Subtotal:	**$6,269.88**

TB7- SUPER. OFFICE C103

Qty	Mfg	Description and Model Number	List	Sell	Ext Sell
1	KIM	**FOOTINGS,40WX28H,X BASE,STATIC**	$1,060.00	$451.56	$451.56
		CBV4028XBP			
		X NO CUTOUT			
		462 CINDER			
		462 CINDER			
1	KIM	**WAVEWORKS,42DX42W,SURFACE,SQUARE,HPL**	$551.00	$234.73	$234.73
		WW4242WSSQL			
		M MAIN			
		VMH SOFTENED,MOCHA			
		X NO GROMMET			
		STD STANDARD LAMINATE			
		MH MOCHA			
				Ext. List:	$1,611.00
				Subtotal:	**$686.29**

Total List: **$476,469.00**

Total Sell: **$205,118.13**

Furniture Project Payment Terms:

Special Order Furniture is non-returnable

Financing is available!

Design and Project Management Services: Hourly accrual of work performed, to be billed monthly - Rate: $75.00
Monthly Payment - billable hours based on work completed.
Payment due upon receipt of invoice - standard 15 day period
Furniture/Parts Order - 75% deposit due at time of order
Second Deposit due if product is stored beyond 30 days from time of receiving to our warehouse - 15% due.
Final balance due upon completion of delivery

Review all furniture finishes prior to placing order
Please review fabrics and finishes for accuracy before placing order. If fabric or finish samples are needed, please contact your sales representative at 432-617-0017. Once fabrics and finishes are approved, please sign below and include with Purchase Order.

X_____
Customer Signature - Date
I agree fabrics and finishes on this quote are accurate.
I understand special order furniture cannot be returned.

City Council Meeting

Item Number: 6

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION APPROVING SPECIFICATIONS FOR DRY CLEANING AND LAUNDRY SERVICES FOR VARIOUS CITY DEPARTMENTS, 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 BIDS FOR SAID SERVICES PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID SPECIFICATIONS (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Motion approving specifications for dry cleaning and laundry services for various City Departments, 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 bids 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 at this time.

Discussion:

Due to their working environments, a number of City employees require professional dry cleaning and laundry services for their uniforms because their uniforms are soiled by oil, diesel, gasoline, asphalt and wastewater.

For the past 11 months, March 2022 through January 2023, the Purchasing Division has been tracking dry cleaning and laundry costs for approximately 101 employees in the Facilities Services, Fire, Garage, Landfill, Municipal Court, Police, Transportation, Vehicle Services and Water & Wastewater Departments. Employees in these departments have been using various dry cleaning companies in Midland to have their clothes cleaned.

Staff also checked into issuing a dry cleaning and laundry allowance to City staff in the departments mentioned above but after reviewing the data, staff feels that sending out a request for sealed bids for dry cleaning and laundry services may be the most cost effective for the City.

Therefore, please consider a motion approving specifications and authorizing advertisement for a request for sealed bids for dry cleaning and laundry services for various City Departments for the General Services Department.

Tina Daugherty

City Manager's Office

CITY OF MIDLAND

PURCHASING DIVISION

BID REQUEST

DATE: April 12, 2023

PAGE: 1

(THIS IS NOT AN ORDER) **BID NO: 23003168**

OPENING TIME: 2:00 PM **CLOSING DATE: May 3, 2023**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N Loraine St., Suite 330, Midland, TX 79702 UNTIL 2:00 P.M. on May 3, 2023 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Municipal Court, Police, Fire, Garage, Water & Waste Water, Transportation, and Vehicle Services.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Dry Cleaning, Pressing and Laundry Service for various departments for the City of Midland in accordance with the attached specifications, bid detail sheet and agreement. Estimated for a one (1) year period.		
				TOTAL	_____

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **Public Information.** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

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:_____
ADDRESS_____
CITY_____ST _____ ZIP_____
PHONE NO. _____ FAX NO._____
EMAIL:_____

CASH DISCOUNT: _____ %_____DAYS

DELIVERY CAN BE MADE_____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Vendor Name:_____

Detail Sheet

For

Dry Cleaning & Laundry

(Exhibit A1)

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Midland Police Department & Municipal Court: Men & Women			
1	Uniform Shirts	3500	$_____	$_____
2	Uniform Pants (100% Polyester & Poly/Wool Blends)	2500	$_____	$_____
3	Uniform "Cargo" Pants (65/35 Poly/Cotton – Laundered)	500	$_____	$_____
4	SWAT Shirts (BDU Shirts, ie: camos, blacks, navy blues)	500	$_____	$_____
5	SWAT Pants (BDU Pants, ie: camos, blacks, navy blues)	200	$_____	$_____
6	SWAT Field Jackets	25	$_____	$_____
7	Winter Jackets and Coats	150	$_____	$_____
8	Ties	60	$_____	$_____
9	Parade Attire (white gloves, ascots, braids)	25	$_____	$_____
10	Police Cap Tops	5	$_____	$_____
11	Uniform "Cargo" Shorts (also includes bike shorts)	25	$_____	$_____
12	Polo Style Uniform Shirts	50	$_____	$_____
13	T-Shirts (w/printed POLICE logos)	10	$_____	$_____
14	Table Cloths	40	$_____	$_____
15	Judges Robes (Dry Clean)	6	$_____	$_____
16	Uniform Shirts	1560	$_____	$_____
17	Uniform Pants (100% Polyester & Poly/Wool Blends)	1560	$_____	$_____
	Plainclothes: Men & Women			
18	2 Pc. Suits	75	$_____	$_____
19	Dress Slacks (Dockers, etc.)	625	$_____	$_____
20	Dress Shirts/Blouses	875	$_____	$_____
21	Ladies 2 pc. Pants Suits	10	$_____	$_____
22	Jeans (Wrangler "colored" dress jeans & reg. Denim)	430	$_____	$_____
23	Dress Coats	15	$_____	$_____
24	Ladies Skirts	10	$_____	$_____
25	Ladies Dresses	10	$_____	$_____
	TOTAL COST FOR MPD & COURT			$_____

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	FIRE DEPARTMENT: Dry Cleaning			
26	Uniform Pants (100% Polyester), Slacks, Trousers, EMS Pants	50	$_____	$_____
27	Dress Uniform Coats	50	$_____	$_____
28	Ties	25	$_____	$_____
	TOTAL COST FOR MFD			$_____
	Quantity is for one year – Estimated Quantities			
			GRAND TOTAL COST:	$_____

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is her/her responsibility to collect the fees for such from the individual employee.

Name of Insurance Company: _____
Type of Coverage Carried: _____
Amount of Insurance Carried: _____
Address of the Night Drop Location: _____
Addresses of alternate drop locations for daytime drops and pick-ups: _____
_____
_____
_____
_____
_____
_____
_____
Maximum number of garments that will be placed in a single garment bag: _____

This detail sheet must be completed and submitted with the bid for the bid to be considered

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

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

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

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

BID WAIVERS:

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

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

SOVEREIGN IMMUNITY.

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

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

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

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE

INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

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

Delivery Date	E-mail Address
Company Name	Date
Authorized Signature	Phone
Print Above Name	Fax

CITY OF MIDLAND
SPECIFICATION
23003168
Laundry & Dry Cleaning for
Police & Fire Departments
And, Municipal Court
Exhibit "B"

1. SCOPE:
Dry cleaning, pressing and laundry service for the Midland Municipal Court, Police and Fire Departments will be provided in accordance with these specifications and the attached "Dry Cleaning and Laundry Service Agreement".

2. INTENT:
The City intends to contract the services herein for a two-year period with a possibility of two additional one-year extension. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning and/or laundry.

3. VENDOR CONTACT:
All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:
The City of Midland
Office of the Purchasing Agent OR FAX: (432)685-0523
PO BOX 1152
Midland, TX 79702
All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.

4. DEFINITIONS
4.1. UNIFORMSHIRTS:
Dark Navy or Light Blue or White long sleeve and short sleeve shirts with shoulder patches. These shirts can have the following fabric contents: Poly/cotton blend, Poly/wool blend, Dacron/Polyester or 100% polyester.
4.2. UNIFORMPANTS:
Dark Navy pants with or without striping. These pants can have the following fabric contents: 100% Polyester, Poly/wool or Poly/cotton blends.
4.3. UNIFORM "CARGO" PANTS:
Dark Navy pants with cargo pockets on sides of pants just above the knee. Fabric content: Poly/cotton blend. These pants should be laundered and starched, NOT DRY CLEANED.

4.4. SWAT SHIRTS:
Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These shirts can have the following fabric contents: poly/cotton, cotton ripstop.

4.5. SWATPANTS:
Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These pants can have the following fabric contents: poly/cotton, cotton ripstop.

4.6. SWAT FIELDJACKETS:
Black, Navy or Urban camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style which includes (4) bellowed pockets on the front of the jacket. These jackets can have the following fabric contents: poly/cotton, cotton ripstop.

4.7. \VINTER JACKETS/ COATS:
Dark Navy in color. These jackets will have department shoulder patches and the manufacturer will be Blauer, Inc. or Fechheimer for the Police Dept. The Fire Dept has various brands of winter jackets/coats. These jackets/coats will have detachable fur collars and removable liners. These jackets have the following fabric contents: 100% nylon outer shell with removable "thinsulate" liner.

4.8. WINDBREAKERS (embroidered or silk screened for Police):
Dark Navy in color. These jackets will have snap closures in front and will be either embroidered or silk screened with department insignia on sleeves, back and front sides of the jacket. These jackets will also either be lined or unlined. The fabric content can be 100% polyester.

4.9. WINDBREAKERS (silk screened for Fire Department):
Dark Navy with "Fire Dept." screen printed on the backside of the jacket. These will need to be laundered not dry cleaned. The fabric content contains the following: 100% nylon.

4.10. TIES:
Dark Navy in color, or multi colored/multi patterned for "plain clothes" officers. These ties may either be regular or clip on styles. Fabric Contents can consist of 100% polyester.

4.11. PARADE ATTIRE:
These items are used for the Honor Guard. They consist of white cotton or polyester gloves, nylon white braids, cotton or polyester white ascots.

4.12. POLICE CAPTOPS:
Dark Navy or White police cap tops can consist of 100% polyester or 100% wool blends.

4.13. UNIFORM "CARGO" SHORTS:
Dark Navy in color. The fabric consists of the following: Poly/cotton blend.

4.14. BIKE SHORTS:
Dark Navy shorts. These shorts have a 100% nylon outer shell with lycra spandex inner short with built-in padding.

4.15. POLO STYLE UNIFORM SHIRTS:

These shirts will be of various colors, have department insignia embroidered on them and of

"pull over" style. These shirts will also include "dress" polo style shirts for "plain clothes" officers. (Sometimes referred to as golf shirts.)

4.16. T-SHIRTS:
These shirts will be of poly/cotton blend or 100% cotton and have department insignia silk-screened on front and/or back of the shirts.
4.17. 2 PC. SUITS:
These shall consist of a matching men's or ladies dress jacket and dress slacks.
4.18. TABLECLOTHS:
These are of various colors and consist of cotton/polyester blends.
4.19. SUIT JACKETS:
These include sport jackets, dress suit jackets, dress western style jackets and blazers. Fabric contents can include wool blends, cotton/poly blends, polyester, etc. No leather jackets or jackets with leather elbow patches will be accepted.
4.20. DRESS SLACKS:
These shall include dress slacks, Levi's Dockers or similar style pants.
4.21. JEANS:
These shall include Wrangler or other brand name denim jeans in either denim blue or other various colors. Western style in nature. These shall also include ladies Roper brand, Silverlake brand, Rockies brand, etc. The fabric content can contain 100% cotton.
4.22. DRESS SHIRTS/BLOUSES:
These shall include all men's and ladies dress style shirts and blouses of various colors and styles. The fabric contents can include: Cotton, cotton/poly blends, rayon, Dacron blends, etc. All 100% silk, leather, fur or fleece is unacceptable.
4.23. LADIES SKIRTS:
These include several different styles and fabric contents.
4.24. DRESS COATS/JACKETS:
These include heavy winter type jackets for wear with plain clothes. The fabric contents are various.
4.25. LADIES DRESSES:
These shall consist of either one or two piece dresses. No 100% silk items should be accepted.
4.26. EMS PANTS:
These pants are dark navy or black. The fabric contents can include: poly/cotton or cotton.

4.27. HOODS:

These hoods are Nomex or PBI fabric. These will need to be laundered not dry cleaned.
4.28. UNIFORM SHORTS:
These shorts are dark navy or black. The fabric contents can include poly/cotton or cotton.

5. REQUIREMENTS
5.1. INSURANCE:
The successful bidder shall have insurance to cover all articles in their possession at all times (See Contract Minimum). Bidder to furnish the following information:
5.1.1. NAME OF INSURANCE COMPANY

5.1.2. TYPE OF COVERAGE CARRIED
5.1.3. AMOUNT OF INSURANCE CARRIED
Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.
5.2. QUANTITIES:
All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.
5.3. CONTRACT PERIOD:
Bids are requested to cover two years dry cleaning and pressing and laundry service.
5.4. GARMENTS:
Bids are requested for dry cleaning and pressing and laundry service for items as shown on the attached detail sheet, EXHIBIT A.
5.5. COSTS:
The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.
5.6. REPAIRS:
5.6.1. MINOR REPAIRS:
The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:
rips and tears less than 6".
worn spots.
loose or open seams.
& lost OR broken buttons.

NOTE: **Repairs of any other description shall not be considered a minor repair, and are beyond the scope of this agreement and shall have prior approval of charges by the designated representative before any work is performed.**
5.7. SERVICE:
5.7.1. TURNAROUND:
The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.
5.7.2. NIGHT DEPOSITORY:
Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Police and Fire personnel is mandatory.
5.7.3. MULTIPLE STORES/DROPS:
5.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning/laundry, all the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.
5.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop tickets.
5.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.
5.7.4. PERSONNEL & EQUIPMENT:
All bidders shall have enough employees and equipment (not coin operated machines) to do professional work, this includes starching uniform shirts, repairs and etc. Any portion of work that will be sub-contracted shall be noted in the bid. The City reserves the right to approve sub-contractors. Sub-contractors shall supply the City with the same insurance coverages and endorsed as required by the Agreement and specifications herein.

5.7.4.1. If, under *extraordinary circumstances,* clothing has to be cleaned at another location, the clothes shall not be left unattended.

5.7.5. JACKETS:
5.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.
5.7.5.2. These liners are zipped and buttoned-in for easy removal.
5.7.5.3. Bidders should note that these liners must be removed before dry cleaning.
5.7.6. PACKAGING:
Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger. However, more than one article, as may be practical, may be placed in a plastic garment

• ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.
• ALL PANTS SHALL BE DELIVERED ON HANGERSWITH CARDBOARD SLEEVES.

5.7.7. DOCUMENTATION:
The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each employee.

6. QUALITY ASSURANCE:

6.1. Odors:
6.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.
6.1.2. Laundered articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.
6.1.3. Any article received without necessary repairs being made shall be rejected and returned for
repair. If repairs necessitate re-laundering, dry cleaning or pressing, it shall be performed at no additional charge.
6.2. Continued complaints of the above shall be cause for termination of this agreement.
NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

7. AWARD

7.1. The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

Vendor Name: _____

Detail Sheet

For

Dry Cleaning & Laundry

(Exhibit A2)

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Water and Wastewater, Garage, and Transportation: Men & Women			
	Water and Wastewater:			
1	Uniform Shirts	5500	$_____	$_____
2	Uniform Pants	5500	$_____	$_____
3	Jeans	2750	$_____	$_____
4	Coveralls	240	$_____	$_____
	TOTAL COST FOR WATER & WASTEWATER			$_____
	Garage:			
5	Uniform Shirts	3250	$_____	$_____
6	Uniform Pants	1250	$_____	$_____
7	Jeans	3250	$_____	$_____
8	Coveralls	100	$_____	$_____
9	Jackets	100	$_____	$_____
10	Sweaters	100	$_____	$_____
	TOTAL COST FOR GARAGE			$_____
	Transportation:			
11	Uniform Shirts	2000	$_____	$_____
12	Denim Jeans	1800	$_____	$_____
13	Coveralls	20	$_____	$_____
	TOTAL COST FOR TRANSPORTATION			$_____
	Vehicle Services:			
14	Uniform Shirts	1500	$_____	$_____
15	Uniform Pants	1500	$_____	$_____
16	Denim Jeans	1000	$_____	$_____
17	Sweaters	130	$	$
18	Jackets	130	$_____	$_____
	TOTAL COST FOR VEHICLE SERVICES			$_____

ITEM	DESCRIPTION	QTY*	COST EA.	TOTAL
	Quantity is for one year – ESTIMATED quantities			
	GRAND TOTAL COST:			$_____

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is her/her responsibility to collect the fees for such from the individual employee.

Name of Insurance Company: _____
Type of Coverage Carried: _____
Amount of Insurance Carried: _____
Address of the Night Drop Location: _____
Addresses of alternate drop locations for daytime drops and pick-ups: _____
_____
_____
_____
_____
_____
_____
_____
Maximum number of garments that will be placed in a single garment bag: _____

This detail sheet must be completed and submitted with the bid for the bid to be considered

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

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

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

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

BID WAIVERS:

A. <u>WAIVER OF ATTORNEY FEES</u>: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED

TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

SOVEREIGN IMMUNITY.

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

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

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

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

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

Delivery Date	E-mail Address
Company Name	Date
Authorized Signature	Phone
Print Above Name	Fax

CITY OF MIDLAND
SPECIFICATION
23003168
Laundry & Dry Cleaning for the Water & Wastewater Division, the Garage Division, and the Transportation Division
Exhibit "B"

1. SCOPE:
Dry cleaning for the Water & Wastewater Division and the Garage Division will be provided in accordance with these specifications and the attached "Dry Cleaning Service Agreement".

2. INTENT:
The City intends to contract the services herein for a two-year period with a possibility of two additional one-year extensions. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning.

3. VENDOR CONTACT:
All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:
The City of Midland
Office of the Purchasing Agent OR FAX: (432)685-0523
P.O. Box 1152 EMAIL: purchasing@midlandtexas.gov
Midland, TX 79702
All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.
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.

4. REQUIREMENTS:
4.1. INSURANCE:
The successful bidder shall have insurance to cover all articles in their possession always (See Contract Minimum). Bidder to furnish the following information:
4.1.1 NAME OF INSURANCE COMPANY
4.1.2 TYPE OF COVERAGE CARRIED
4.1.3 AMOUNT OF INSURANCE CARRIED
Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.

4.2. QUANTITIES:
All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.

4.3. CONTRACT PERIOD:
Bids are requested to cover two years dry cleaning service only.

4.4. GARMENTS:
Bids are requested for dry cleaning service for items as shown on the attached detail sheet, EXHIBIT A.

4.5. COSTS:
The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.

4.6. REPAIRS:
4.6.1 MINOR REPAIRS:
The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:

- rips and tears less than 6".
- worn spots.
- loose or open seams.
- lost OR broken buttons.

NOTE: **Repairs of any other description shall not be considered a minor repair and is beyond the scope of this agreement and have prior approval of charges by the designated representative before any work is performed.**

4.7 SERVICE:
4.7.1 TURNAROUND:
The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.

4.7.2 NIGHT DEPOSITORY:
Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Water & Wastewater personnel is mandatory.

4.7.3. MULTIPLE STORES/DROPS:
4.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning, all of the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.

4.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop ticket.

4.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.

4.7.4. PERSONNEL & EQUIPMENT:
All bidders shall have sufficient employees and equipment (not coin operated machines) to do professional work; this includes starching uniform shirts, repairs and etc.

4.7.4.1. If under *extraordinary circumstances,* clothing has to be cleaned at another location, the clothes shall not be left unattended.

4.7.5. JACKETS:

4.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.

4.7.5.2. These liners are zipped and buttoned-in for easy removal.

4.7.5.3. Bidders should note that these liners must be removed before dry cleaning.

4.8 PACKAGING:

4.8.1. Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger.

4.8.1.1. However, more than one article, as may be practical, may be placed in a plastic garment protector bag.

4.8.1.2. ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.

4.9 DOCUMENTATION:

The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each bundle per employee.

5. QUALITY ASSURANCE:

5.1. CLEANING FLUIDS:

5.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.

5.2. CLEANED ARTICLES SHALL BE RENDERED BACTERIA FREE

5.3. ODORS:

5.3.1. Cleaned articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.

5.4. UNNECESSARY REPAIRS:

5.4.1. Any article received without necessary repairs being made shall be rejected and returned for repair. If repairs necessitate dry cleaning, it shall be performed at no additional charge.

5.5. UNRESOLVED PROBLEMS & COMPLAINTS:

5.5.1. Continued complaints of the above shall be cause for termination of this agreement.

6. AWARD:

The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

CITY OF MIDLAND
SERVICE CONTRACT
#23003136 Dry Cleaning

THIS CONTRACT, effective this __ day _____2023 by and between the City of Midland, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ _____

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

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

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

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

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

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

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

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

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

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

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

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

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

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

e. default of COMPANY in performance of this Contract.

The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for four (4) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

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

9. COMPANY shall:

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

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

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

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

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

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

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

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

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

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

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

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY.

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

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

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

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

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

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

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

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR

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

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

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

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and

except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

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

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of

CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

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

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s)

attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2023.

_____
Notary Public, State of _____

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

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

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. <u>RELEASE</u> - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

No-Bid
Response
For
Request #: 23003168

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Manager
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

☐ Cannot provide items requested.

☐ Cannot be competitive.

☐ Cannot meet the specifications in the request.

☐ Cannot provide the liability insurance required by the City of Midland.

☐ Cannot provide the Worker's Compensation Insurance required by the City of Midland.

☐ Cannot provide the required bonding.

☐ Cannot comply with the indemnification requirements.

☐ Job too large.

☐ Job too small.

☐ Do not wish to do business with the City of Midland.

☐ Other. Please explain below:

_____

_____

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523. IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.

City Council Meeting

Item Number: 7

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $128,851.10 (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Resolution ratifying the purchase and approving payment for emergency sewer main manhole repairs along Midland Draw performed by Red Deer Construction, LLC, for a total cost of $128,851.10.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY23 Water & Sewer Fund Operating Budget.

Discussion:

Red Deer Construction was called for the emergency sewer main manhole repairs along Midland Draw. Red Deer performed the removal and replacement of the manhole. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for emergency sewer main manhole repairs along Midland Draw performed by Red Deer Construction of Midland, Texas for a total cost of $128,851.10.

Tina Dawg

City Manager's Office

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG THE MIDLAND DRAW BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $128,851.10

WHEREAS, a collapsed sewer manhole was discovered in the in the Midland Draw at Wadley Avenue and Lamesa Road; and

WHEREAS, Red Deer Construction, LLC, was an emergency utility contractor called on to perform the removal and replacement of said manhole; and

WHEREAS, Red Deer Construction, LLC, agreed to provide the emergency services for a total cost of $128,851.10 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to said manhole constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the payment for emergency services provided by Red Deer Construction, LLC, for a total cost of $128,851.10;

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

SECTION ONE. That the payment for emergency services by Red Deer Construction, LLC, at a total cost of $128,851.10, is hereby ratified and approved.

SECTION TWO. That funding shall be available in the FY23 Water & Sewer Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Red Deer Construction, LLC, an amount not to exceed $128,851.10 from available funds upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, 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:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution Ratifying the Emergency sewer main manhole repairs performed by Red Deer Construction.

DATE: April 11, 2023

A collapsed sewer manhole was discovered in the Midland draw at Lamesa and Wadley in February 2023. This sewer main is a system that flows ¾ full at all times and is approximately 12' deep. Utility crews were unable to perform the removal and replacement of the manhole so Red Deer was called in for the replacement. The project consisted of bypass pumping and the replacement of the Manhole.

Red Deer Construction provided its services on the project. The cost to perform the repairs was $128,851.10. Utilities requests Council to ratify the construction costs of $128,851.10. The funds will be paid out of the Utilities' maintenance of sanitary sewer line item (300335 54110).

Red Deer Construction, LLC
PO Box 51473
Midland, TX 79710 US
432-695-4420

INVOICE

INVOICE # 1078
DATE 02/27/2023
DUE DATE 02/27/2023

BILL TO
City of Midland Utility 800-005
300 N Loraine
Midland, Texas 79701

SHIP TO
City of Midland Utility 800-005
300 N Loraine
Midland, Texas 79701

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Manhole Replacement/Repair 11/7/2022 Began exposing and excavating around the collapsed manhole in the Midland Draw, we also brought in water filled barricades to protect the area. Labor: $3,120.00, Materials: $22,497.50, Equipment: $1,800.00	1	27,417.50	27,417.50
Manhole Replacement/Repair 11/8/2022 Continued to excavate the collapsed manhole and started to work up a plan for by pass pumping. Labor: $3,510.00, Equipment: $2,025.00	1	5,535.00	5,535.00
Manhole Replacement/Repair 1/17/2022 Continued to excavate the collapsed manhole. Labor: $3,010.00, Equipment: $2,025.00	1	5,035.00	5,035.00
Manhole Replacement/Repair 11/21/2022 Completed digging out the old manhole and mud that washed in from rains, prepared and secured up the area for the holiday. Labor: $2,145.00, Equipment: $1,237.50	1	3,382.50	3,382.50
Manhole Replacement/Repair 11/29/2022 Hand dug out mud from recent rains and then prepared the area and set blocks for installation of the replacement manhole. Labor: $2,320.00, Equipment: $1,300.00	1	3,620.00	3,620.00
Manhole Replacement/Repair 11/30/2022 We made the final adjustments to the elevations of the cinder blocks, marked and measured the manhole, cut dog houses around the pipe, and set the manhole into the hole. Labor: $3.055.00, Equipment: $2,137.50	1	5,192.50	5,192.50
Manhole Replacement/Repair 12/1/2022 Set the rebar in the bottom of the manhole, made final adjustments to the manhole for plumb, and did final preparations for concrete. Labor: $1,305.00, Equipment: $1,012.50	1	2,317.50	2,317.50
Manhole Replacement/Repair 12/2/2022 Formed up the needed area around the outside of the manhole and poured 9 cubic yards of concrete to seal in the bottom of the new manhole around the existing pipes. Labor: $2,040.00, Materials: $1,874.26, Equipment: $1,500.00	1	5,414.26	5,414.26
Manhole Replacement/Repair 12/6/2022 Began processing material for backfill, and started backfilling around the new manhole. Labor: $1,920.00, Equipment: $1,845.00	1	3,765.00	3,765.00

Payment due upon receipt of invoice
THANK YOU FOR YOUR BUSINESS

ACTIVITY	QTY	RATE	AMOUNT
Manhole Replacement/Repair 12/13/2022 Completed back fill around the new manhole, delivered steel form materials, and sorted the concrete form materials to start assembly in the morning. Labor: $1,920.00, Equipment: $1,875.00	1	3,795.00	3,795.00
Manhole Replacement/Repair 12/14/2022 Began building concrete forms around the outside of the manhole. Labor: $2,320.00, Equipment: $1,300.00	1	3,620.00	3,620.00
Manhole Replacement/Repair 12/15/2022 Completed building and installing forms for the first pour on the outside of the manhole. Labor: $1,450.00, Equipment: $750.00	1	2,200.00	2,200.00
Manhole Replacement/Repair 12/19/2022 Back filled and added additional bracing to the concrete forms and poured 9 cubic yards of concrete around the outside of the manhole. Labor: $3,110.00, Materials: $2,475.00, Equipment: $1,400.00	1	6,985.00	6,985.00
Manhole Replacement/Repair 12/20/2022 Started to build the forms to continue to raise the concrete level to the rim elevation. Labor: $3,110.00, Materials: $116.66, Equipment: $1,275.00	1	4,501.66	4,501.66
Manhole Replacement/Repair 12/21/2022 Completed building the forms to continue to raise the concrete level to the rim elevation and poured 8 cubic yards of concrete. Labor: $2,935.00, Materials: $1,525.00, Equipment: $1,725.00	1	6,185.00	6,185.00
Manhole Replacement/Repair 12/27/2022 Removed the forms from the first two exterior pours and hauled the form materials and the water filled barricades back to the yard. Labor: $1,595.00, Equipment: $987.50.	1	2,582.50	2,582.50
Manhole Replacement/Repair 12/28/2022 Prepared the manhole for the final exterior concrete form, installed the grade rings and manhole cover, bought and delivered the form materials, and started to build the final concrete forms. Labor: $4,290.00, Materials: $1,056.34, Equipment: $1,725.00	1	7,071.34	7,071.34
Manhole Replacement/Repair 12/29/2022 Continued building forms for final exterior concrete pour. Labor: $3,190.00, Materials: $1,056.34, Equipment: $1,256.25	1	5,502.59	5,502.59
Manhole Replacement/Repair 1/4/2023 Completed the final exterior concrete forms and bracing, poured concrete on the inside of the manhole to prepare it for the final skim coat of our high strength manhole material to finalize the repair of the invert. Labor: $2,900.00, Materials: $1,752.50, Equipment: $1,250.00	1	5,902.50	5,902.50
Manhole Replacement/Repair 1/11/2023 Completed the final exterior pour of the manhole, cleaned up the work area, and hauled all non-essential materials and equipment off of the project. Labor: $2,900.00, Materials: $3,653.75, Equipment: $1,000.00	1	7,553.75	7,553.75
Manhole Replacement/Repair 2/6/2023 Removed all of the exterior forms and hauled them back to the yard. Labor: $1,125.00, Equipment: $500.00	1	1,625.00	1,625.00
Manhole Replacement/Repair 2/7/2023 Installed a 30" plug on the uphill side of the manhole, rebuilt the majority of the damaged invert, and sealed the invert and the piping to the new fiberglass manhole. Slight adjustments will need to be made tomorrow to have a final product on the invert. Labor: $3,202.50, Materials: $2,070.00, Equipment: $1,050.00	1	6,322.50	6,322.50
Manhole Replacement/Repair 2/8/2023 Installed a 30" plug on the uphill side of the manhole and completed the final coat of material in the invert to make it smooth and solid. Labor: $1,125.00, Materials: $450.00, Equipment: $1,750.00	1	3,325.00	3,325.00

Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

Project Complete	BALANCE DUE	$128,851.10

Payment due upon receipt of invoice

THANK YOU FOR YOUR BUSINESS

City Council Meeting

Item Number: 8

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION ADOPTING A NEW PURCHASING POLICY AND RESCINDING ALL PRIOR CONFLICTING RESOLUTIONS (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution updating the Purchasing Policy.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Discussion:

The Purchasing Policy was last approved in 2019. The revised purchasing policy reflects changes as shown below:

All Sealed Procurements are preferred to be requested and received thru our automated electronic procurement system in accordance with Chapter 252.0415 of the Texas Local Government Code. See page 5, section 2.3 of the Purchasing Policy.

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

Tina Dawg

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ADOPTING A NEW PURCHASING POLICY AND RESCINDING ALL PRIOR CONFLICTING RESOLUTIONS

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 purchasing policy, incorporated herein by reference, is hereby approved and adopted by the Council. Said purchasing policy shall be on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That all prior conflicting resolutions adopted by the City Council are hereby rescinded in all respects.

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., 2023, 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:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

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.

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 contracts ..... Until 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

(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.

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:
  - contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
  - 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:
    - The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
    - 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
    - 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 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. The majority of the process overseen by 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 law that must be complied with, however, there is some 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.
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
$100,000.00 and above	Sealed or Cooperative Pricing	Purchasing	Department Head Purchasing General Services Director City Manager **City Council Approval**	Formal Advertisement Sealed Bid (Paper/Electronic) Agenda Memo w/bid tabulation Resolution
$50,000.01** to $99,999.99	Sealed or Cooperative Pricing	Purchasing	Department Head Purchasing General Services Director City Manager	Formal Advertisement Sealed Bid (Paper/Electronic)
$15,000 to $50,000.00	3 Written Quotations or Cooperative Pricing	Department/ Purchasing	Department Head Purchasing General Services Director City Manager	Paper or Electronic Quotation
$3,000 to $14,999.99	3 Written Quotations or Cooperative Pricing	Department/ Purchasing	Department Head Purchasing	Paper or Electronic Quotation
<$3,000.00	1 quote or Cooperative Pricing	Department	Department Head	Three Quotes not required but recommended

* Approvals apply to all Purchasing Forms including Direct Purchase Requests, Purchasing Cards, Petty Cash, Travel & Training, and other types of forms.
** See below regarding applicable statutes regarding monetary thresholds.

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 $50,000.00**

Chapter 252 of the Texas Local Government Code requires that, for purchases over $3,000.00** and less than $50,000.00**, 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. A Sole Source Exemption Form is required.

- **Cooperative Purchasing Programs.**. The Purchasing Division has a list of authorized purchasing cooperatives. Staff is not allowed to use non-approved purchasing cooperatives.

  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 $50,000.00**

Purchases for goods and services over $50,000.00** 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 $50,000.00**

Pursuant to Texas Local Government Code §252.048(c), the General Services Director, or their designee, is hereby authorized to approve change orders for purchases over $50,000.00 that involve a decrease or an increase of $50,000.00** or less.

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 $50,000.00 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 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 (preferred).

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 $50,000.00

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 Local Government Code, an expenditure of more than $3,000.00 but less than $50,000.00** 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 $25,000.00 shall be at the discretion of the General Services Director. Bids for between $25,000.00 and $50,000.00** 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 $50,000.00**, 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 $25,000.00 is made by the General Services Director. For amounts of $25,000.00 up to $50,000.00**, 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.

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

In the case where only one bid is received, it shall be opened in the Purchasing Office. The results of the bid opening shall be recorded. Bids between $25,000.00 and $50,000.00** 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 $50,000.00** 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 $100,000.00 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 $100,000.00 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 does not sign 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

Pending advertisement of such proposed contracts and/or purchases, the specifications shall be on file in the office 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 memo 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 $25,000.00, and for amounts above $25,000.00 by the City Manager. Emergency purchases of $100,000.00 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.

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 RPF 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;
- 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;
3. a landscape architect;
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;
- Responses from the references submitted;
- 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: 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.

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.

Irresponsible Vendor

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

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. 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 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. Transactions must be approved in MUNIS 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 CITIBANK 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 MUNIS including the following:

- Department-designated P-Card entry staff shall "review" the P-Card transactions in MUNIS 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 MUNIS;
- 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.

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 MUNIS 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 MUNIS 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 MUNIS. 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 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 CITIBANK at 1-800-248-4553. 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 CITIBANK 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;
- 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 MUNIS, the department is responsible for keeping the originals.

City Council Meeting

Item Number: 9

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF ONE (1) INTERNATIONAL HV607 4X2 CHASSIS WITH TEN-FOOT DUMP BED, ONE (1) INTERNATIONAL HV607 6X4 CHASSIS WITH FOURTEEN-FOOT DUMP BED, ONE (1) INTERNATIONAL HV607 6X4 CHASSIS WITH TWENTY-TON CRANE, ONE (1) INTERNATIONAL HV507 6X4 CHASSIS, AND THREE (3) INTERNATIONAL HV607 6X4 CHASSIS WITH ROLL-OFF BODIES FROM BDR PREFERRED HOLDING LLC DBA ROBERTS TRUCK CENTER THROUGH SOURCEWELL FOR A TOTAL COST OF $1,231,546.84 (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution approving the purchase of one (1) International HV607 4X2 chassis with ten-foot dump bed, one (1) International HV607 6X4 chassis with fourteen-foot dump bed, one (1) International HV607 6X4 chassis with twenty-ton crane, one (1) International HV507 6X4 chassis, and three (3) International HV607 chassis with roll-off bodies through Sourcewell contract D60920-NVS from BDR Preferred Holding LLC dba Roberts Truck Center for the cost of $1,231,546.84.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2023 Garage Fund operating budget.

Discussion:

Staff is recommending the purchase of one (1) International HV607 4X2 chassis with ten-foot dump bed, one (1) International HV607 6X4 chassis with fourteen-foot dump bed, one (1) International HV607 6X4 chassis with twenty-ton crane, one (1) International HV507 6X4

chassis, and three (3) International HV607 chassis with roll-off bodies through Sourcewell contract D60920-NVS. 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 additional information.

Therefore, please consider a resolution approving the purchase of one (1) International HV607 4X2 chassis with ten-foot dump bed, one (1) International HV607 6X4 chassis with fourteen-foot dump bed, one (1) International HV607 6X4 chassis with twenty-ton crane, one (1) International HV507 6X4 chassis, and three (3) International HV607 chassis with roll-off bodies through Sourcewell contract D60920-NVS from BDR Preferred Holding LLC dba Roberts Truck Center for the cost of $1,231,546.84.

Tina Young

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF ONE (1) INTERNATIONAL HV607 4X2 CHASSIS WITH TEN-FOOT DUMP BED, ONE (1) INTERNATIONAL HV607 6X4 CHASSIS WITH FOURTEEN-FOOT DUMP BED, ONE (1) INTERNATIONAL HV607 6X4 CHASSIS WITH TWENTY-TON CRANE, ONE (1) INTERNATIONAL HV507 6X4 CHASSIS, AND THREE (3) INTERNATIONAL HV607 6X4 CHASSIS WITH ROLL-OFF BODIES FROM BDR PREFERRED HOLDING LLC DBA ROBERTS TRUCK CENTER THROUGH SOURCEWELL FOR A TOTAL COST OF $1,231,546.84

WHEREAS, the 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 Holding LLC dba Roberts Truck Center has submitted a total proposed cost to the City of $1,231,546.84 for the purchase of one (1) International HV607 4X2 chassis with ten-foot dump bed, one (1) International HV607 6X4 chassis with fourteen-foot dump bed, one (1) International HV607 6X4 chassis with twenty-ton crane, one (1) International HV507 6X4 chassis, and three (3) International HV607 chassis with roll-off bodies through Sourcewell, as shown on the quotes attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by BDR Preferred Holding LLC dba Roberts Truck Center for said International chassis and associated attachments to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said International chassis and associated attachments from BDR Preferred Holding 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 one (1) International HV607 4X2 chassis with ten-foot dump bed, one (1)

International HV607 6X4 chassis with fourteen-foot dump bed, one (1) International HV607 6X4 chassis with twenty-ton crane, one (1) International HV507 6X4 chassis, and three (3) International HV607 chassis with roll-off bodies from BDR Preferred Holding LLC dba Roberts Truck Center through Sourcewell for a total cost of $1,231,546.84.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay BDR Preferred Holding LLC dba Roberts Truck Center for said International chassis and associated attachments from funds available in the FY 2023 Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, 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:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

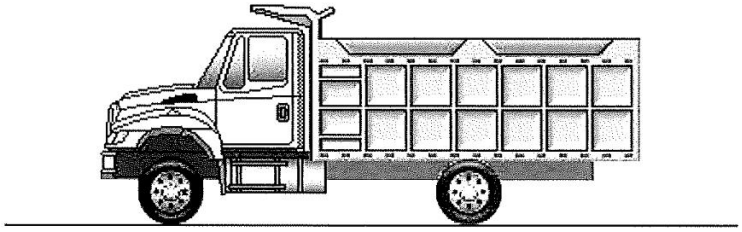
INTERNATIONAL®

March 22, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: SADump-HV 11/23

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 55000 Calc. Start / Grade Ability: 35.90% / 3.46% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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:	{Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-6DCR} Single Reduction, Wide Track, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : 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
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2AGE	AXLE, FRONT NON-DRIVING {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
5710	STEERING COLUMN Tilting and Telescoping

Code	Description
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

Code	Description
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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 Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

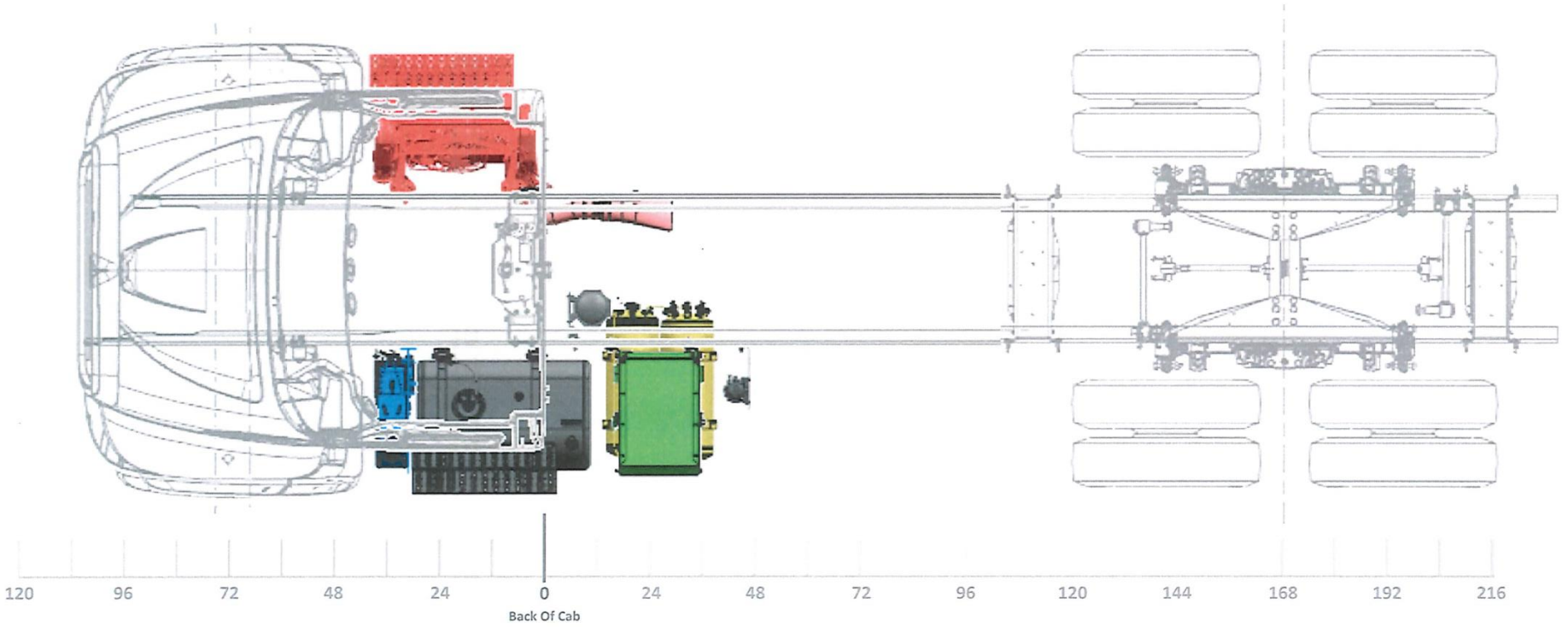
Code	Description
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14ANK	AXLE, REAR, SINGLE {Meritor MS-21-14X-6DCR} Single Reduction, Wide Track, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.29
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), 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
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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} with Black Bezel, Mounted in Instrument Panel

Code	Description
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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
	Notes : 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
	Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
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
27DUK	WHEELS, FRONT {Accuride 29169} 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
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
7382135438	(4) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7382135439	(2) TIRE, FRONT 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Wildhorse Industries 10' dump bed

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGG/15SMD	70 GAL 19" DEEP D
Battery Box:	08VUL/08VUM	18" STEEL/ALUMINUM
Air Tanks:	04VKJ	12" PERPENDICULAR
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 41" BOC (15LLZ)

Minimum Wheelbase
6x4 54" HMX ≥ 171" (179" W/FUEL FILTER) – SBA ≥ 179" (187" W/FUEL FILTER) – SFA
6x4 55" HAS ≥ 167" (173" W/FUEL FILTER) – SBA ≥ 175" (181" W/FUEL FILTER) – SFA
4x2 VARI-RATE ≥ 148" (154" W/FUEL FILTER) – SBA ≥ 156" (161" W/FUEL FILTER) – SFA



April 11, 2023

9.12

PACKET

INTERNATIONAL®

Financial Summary
2024 HV607 SBA (HV607)

March 22, 2023

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$143,562.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$143,562.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire surcharge	$1,000.00	
Spare Key/Wheel/Tire, fuel, VIT	$2,500.00	
Three Months flooring coverage	$1,500.00	
5% 2024 Build Pricing Increase	$4,981.80	
Total Preparation And Delivery:		$11,981.80
Freight	$3,100.00	
Freight From Whitney TX to Midland TX	$975.00	
Total Freight:		$4,075.00
Total Factory List Price Including Freight:		$159,618.80
Less Customer Allowance:		($55,064.51)
Total Vehicle Price:		$104,554.29
Total Body/Allied Equipment:		$18,505.00
Total Sale Price:		$123,059.29
Total Per Vehicle Sales Price:		$123,059.29
Net Sales Price:		$123,059.29

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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
2/2/2023	12818

BILL TO	SHIP TO
Roberts Truck Centrer-Midland Clay Nelson 806-786-9176 clay.nelson@robertstruck.com Aric Teague 806-731-1342 Arioc.teague@robertstruck.com	

DUE DATE	P.O. NUMBER
12/10/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
10' ST-MD Bed 6-9 yd.	9'-10' Standard Medium Duty Bed	1	6,250.00	6,250.00T
Steel Med Duty Price Surcharge	Steel Price Surcharge 56%		56.00	3,500.00T
Bed ST Instl (Major)	Complete Wet Kit (Air Operated) For Dump Body, Dump Body Installation, and Paint (Standard Colors), Tower Controls. Price does not include removing Fifth Wheel Hitches, Sleepers, moving Air Tanks, special PTO Flanges, Adapters, or moving Exhaust Stacks that may be necessary and unforseen at time of phone quote.	1	2,850.00	2,850.00T
Hot Shift PTO	Hot Shift PTO	1	2,150.00	2,150.00T
Cable Shut-off for Pump	Cable Shut-off for Pump	1	155.00	155.00T
3-Line Hydraulic System	3-Line Hydraulic System-Includes 2 Ball Valves on Hydraulic Tank plus extra line to help prevent burning out the Hydraulic Pump when in hold.	1	275.00	275.00T
Spread Apron-Long	Spread Apron-Long	1	250.00	250.00T
Sideboards-Iron	Sideboards-Iron ($22.00/ft.) (6" or 8" Channel-Iron) or Tubing	20	22.00	440.00T
Light Kit-LED	LED Light Kit (Includes 4 Stop and Tail Lights, 7 DOT Marker Lamps, plus Back-up Lamps, all recessed in rubber mounts.)	1	425.00	425.00T
Hydraulic Cylinder (86"-136")	Hydraulic Cylinder (86"-136")	1	1,850.00	1,850.00T
Hydraulic Fluid	Hydraulic Fluid $22.50 per/gal	16	22.50	360.00T

Subtotal	18,505.00
0% Tax	0.00
Total	18,505.00
Balance Due	18,505.00

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
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	4696-01
Date	3/22/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 4x2 Chassis			$ 143,562.00
Base Chassis List	$ 119,239.00		
Options List	$ 24,323.00		
Sourcewell Contract Discount		35.5%	$ (50,964.51)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 94,597.49
Sourcewell Partner Body			
Wildhorse Industries of Texas 10' Dump Bed			$ 18,505.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Whitney TX to Midland TX			$ 975.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 4,981.80
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Whitney, TX			**$ 123,059.29**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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. Total Price for 8 units $2,065,605.04

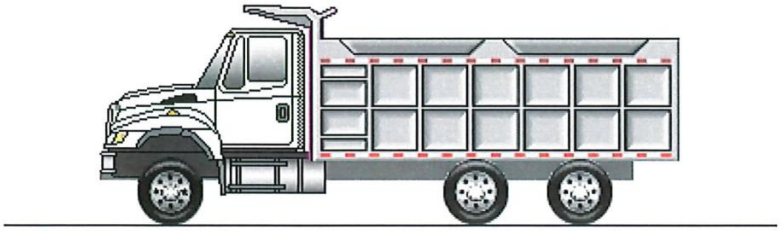
INTERNATIONAL®

March 17, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Dump-HV 11/23

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.24% / 1.59% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 55.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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 MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 55.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
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
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

Code	Description
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVZ	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), 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
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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

Code	Description
	: 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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
	Notes : 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
	Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
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
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

Code	Description
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Wildhorse Industries of Texas 14' Dump Bed

PACKET

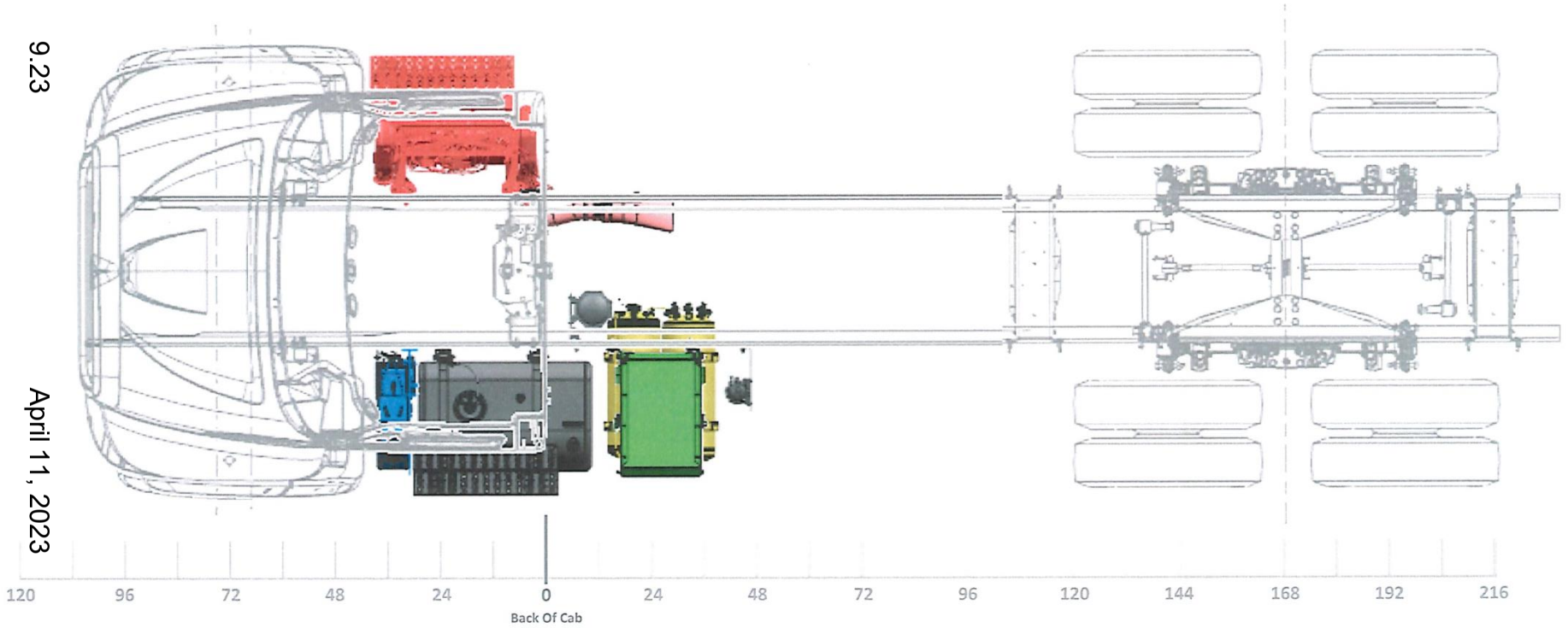
Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGG/15SMD	70 GAL 19" DEEP D
Battery Box:	08VUL/08VUM	18" STEEL/ALUMINUM
Air Tanks:	04VKJ	12" PERPENDICULAR
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 41" BOC (15LLZ)

Minimum Wheelbase
6x4 54" HMX ≥ 171" (179" W/FUEL FILTER) – SBA ≥ 179" (187" W/FUEL FILTER) – SFA
6x4 55" HAS ≥ 167" (173" W/FUEL FILTER) – SBA ≥ 175" (181" W/FUEL FILTER) – SFA
4x2 VARI-RATE ≥ 148" (154" W/FUEL FILTER) – SBA ≥ 156" (161" W/FUEL FILTER) – SFA

9.23

April 11, 2023



INTERNATIONAL®

Financial Summary
2025 HV607 SBA (HV607)

March 17, 2023

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$163,527.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$163,527.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surcharge	$1,000.00	
5% 2024 Build Pricing Increase	$5,548.91	
Spare Key/Tire/Wheel,Fuel,VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
Total Preparation And Delivery:		$12,548.91
Freight	$3,100.00	
Freight from Whitney to Midland	$975.00	
Total Freight:		$4,075.00
Total Factory List Price Including Freight:		$180,150.91
Less Customer Allowance:		($63,623.82)
Total Vehicle Price:		$116,527.09
Total Body/Allied Equipment:		$21,852.00
Total Sale Price:		$138,379.09
Total Per Vehicle Sales Price:		$138,379.09
Net Sales Price:		$138,379.09

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:

_____
Official Title and Date

_____
Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
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.

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
2/2/2023	12817

BILL TO	SHIP TO
Roberts Truck Center-Midland Aric Teague 806-731-1342 aric.teague@robertstruck.com Clay Nelson 806-786-9176 clay.nelson@robertstruck.com	City of Midland

DUE DATE	P.O. NUMBER
12/10/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
14' ST-MD Bed	14' Standard Medium Duty Bed	1	6,975.00	6,975.00T
Steel Med Duty Price Surcharge	Steel Price Surcharge 56%		56.00	3,906.00T
Bed ST Instl (Major)	Complete Wet Kit (Air Operated) For Dump Body, Dump Body Installation, and Paint (Standard Colors), Tower Controls. Price does not include removing Fifth Wheel Hitches, Sleepers, moving Air Tanks, special PTO Flanges, Adapters, or moving Exhaust Stacks that may be necessary and unforseen at time of phone quote.	1	2,850.00	2,850.00T
Hot Shift PTO	Hot Shift PTO	1	2,150.00	2,150.00T
Cable Shut-off for Pump	Cable Shut-off for Pump	1	155.00	155.00T
3-Line Hydraulic System	3-Line Hydraulic System-Includes 2 Ball Valves on Hydraulic Tank plus extra line to help prevent burning out the Hydraulic Pump when in hold.	1	275.00	275.00T
Spread Apron-Long	Spread Apron-Long	1	250.00	250.00T
Sideboards-Iron	Sideboards-Iron ($22.00/ft.) (6" or 8" Channel-Iron) or Tubing	28	22.00	616.00T
Tarp Sys (XEL) 1	Tarp System (US Tarp Steel) Electric System Installed on New Body	1	1,795.00	1,795.00T
Light Kit-LED	LED Light Kit (Includes 4 Stop and Tail Lights, 7 DOT Marker Lamps, plus Back-up Lamps, all recessed in rubber mounts.)	1	425.00	425.00T
Ladder +Walkrail (Both Sides)	Ladder and Walkrail (Both Sides)	1	245.00	245.00T
Hydraulic Cylinder (86"-136")	Hydraulic Cylinder (86"-136")	1	1,850.00	1,850.00T

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
2/2/2023	12817

BILL TO	SHIP TO
Roberts Truck Center-Midland Aric Teague 806-731-1342 aric.teague@robertstruck.com Clay Nelson 806-786-9176 clay.nelson@robertstruck.com	City of Midland

DUE DATE	P.O. NUMBER
12/10/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Hydraulic Fluid	Hydraulic Fluid $22.50 per/gal	16	22.50	360.00T

Subtotal	21,852.00
0% Tax	0.00
Total	21,852.00
Balance Due	21,852.00

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
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	4691-01
Date	3/15/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 163,527.00
Base Chassis List	$ 119,239.00		
Options List	$ 44,288.00		
Sourcewell Contract Discount		36.4%	$ (59,523.83)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 106,003.17
Sourcewell Partner Body			
Wildhorse Industries of Texas 14' Dump Bed			$ 21,852.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Whitney TX to Midland TX			$ 975.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,548.91
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Whitney, TX			**$ 138,379.08**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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. Total Price for 8 units $2,065,605.04

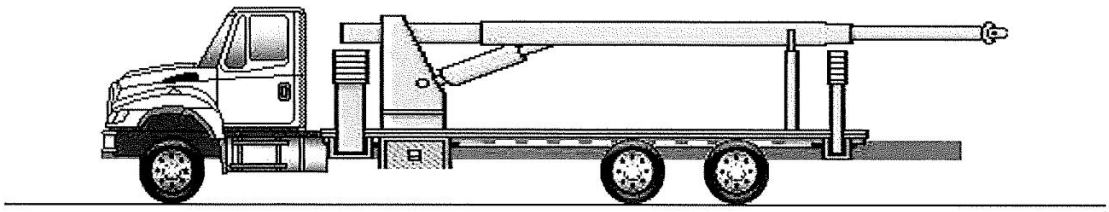
INTERNATIONAL®

March 23, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Boom-HV 11/23

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Mobile Aerial Crane
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 18.24% / 2.08% @ 55 MPH Calc. Geared Speed: 73.1 MPH
DIMENSION:	Wheelbase: 264.00, CA: 196.90, Axle to Frame: 144.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 264.00 Wheelbase, 196.90 CA, and 144.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1SAM	CROSSMEMBER, REAR, AF (2)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
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
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

Code	Description
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted

Code	Description
8WJJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 53" Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 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
	Includes : FAN Nylon

Code	Description
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 5.38
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone

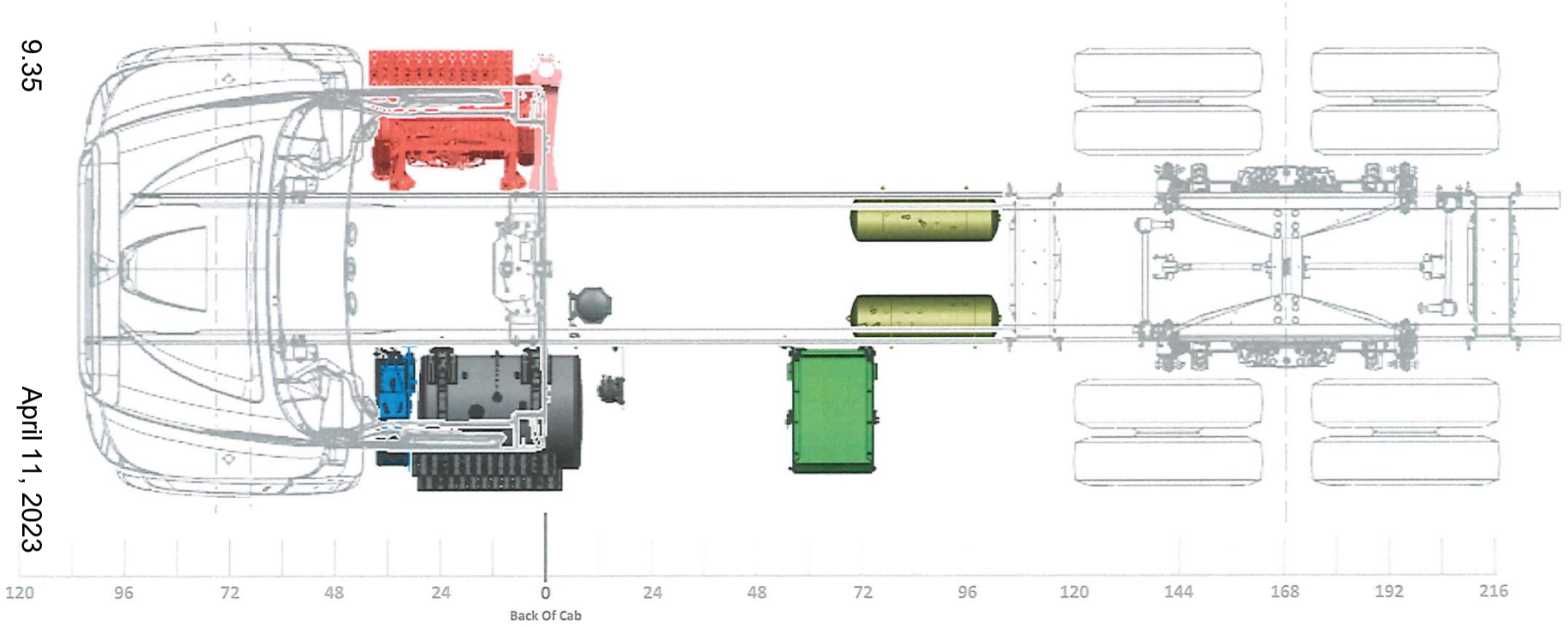
Code	Description
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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 Notes : 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 Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
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
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

Code	Description
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
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Aspen Equipment - National Crane 20 Ton NC600H-STD

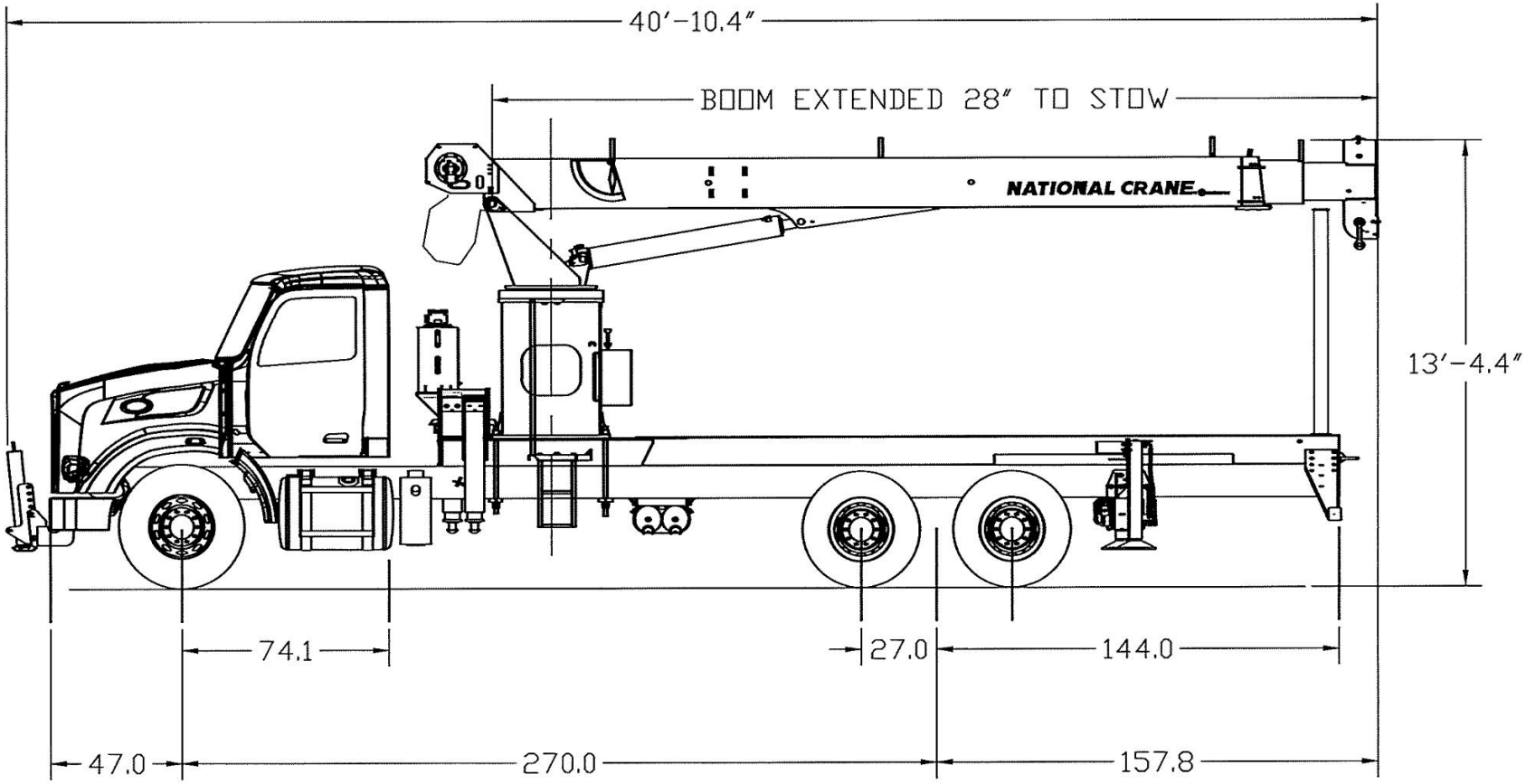
Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLW	HORIZ-VERTICAL UC
Fuel Tank:	15SJZ/15SWD	80 GAL Ø26" ROUND
Battery Box:	08WJJ/08VUN	18" STL/AL, 53" BOC
Air Tanks:	04WZJ	11" FOS TANKS
DEF Tank:	15DYP	9.5 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 215" – SBA ≥ 222" – SFA
6x4 55" HAS ≥ 215" – SBA ≥ 222" – SFA
4x2 VARI-RATE ≥ 185" – SBA ≥ 193" – SFA



CRANE MODEL	TRUCK MAKE – MODEL	TRUCK SPEC		DWG NUMBER
680H	PETERBILT 567	CUSTOMER SUPPLIED TRUCK ORDER NUMBER QUO-858001-D0L8G4	PRELIMINARY LAYOUT DRAWING	03641



WEIGHT ANALYSIS

	AXLE RATINGS	BARE TRUCK	MOUNTED UNIT	MOUNTED UNIT WITH LIFT AXLES	
STEER(S)	20000	10900	16618		
PUSHER					
PUSHER					
DRIVE(S)	46000	8400	23200		
TAG					
GROSS		19300	39818		

FEDERAL BRIDGE LAW COMPLIANT: YES

TRUCK EQUIPMENT	CRANE EQUIPMENT
ENGINE CUMMINS X15 500HP 1850FT-LB	SFO
TRANS EATON FULLER RTLO-18918B	
FUEL 80 GAL FUEL, 14 GAL DEF	
AUX 	
EMISSIONS DPF/SCR RH U/C, RH VERT STACK	
BATTERY BOX RH BOC 88"	
NOTES 	

NOTES:
1. ALL DIMENSIONS ARE INCH, WEIGHTS LISTED ARE U.S. POUNDS, UNLESS OTHERWISE SPECIFIED.
2. WEIGHT DISTRIBUTION SHOWN IS APPROXIMATE. FINAL WEIGHT CAN ONLY BE DETERMINED BY A CERTIFIED SCALE AFTER MOUNTING.
3. ALL TRUCKS MUST MEET NATIONAL CRANE MINIMUM TRUCK SPECS UNLESS OTHERWISE SPECIFIED IN WRITING BY NATIONAL CRANE.
4. TRUCKS REQUIRING A FRONT JACK MUST HAVE INTEGRAL FRONT FRAME EXTENSIONS.
5. DIMENSIONS ARE ESTIMATES AND SUBJECT TO CHANGE PENDING INSPECTION OF THE CHASSIS BY NATIONAL CRANE.
6. MOUNTED WEIGHTS INCLUDE FULL TANK OF FUEL, AND ALL STANDARD CRANE EQUIPMENT UNLESS OTHERWISE NOTED.

NATIONAL CRANE by Manitowoc

PRELIMINARY LAYOUT DRAWING

DRAWN	DATE	SHEET	REV
B. ENDY	10/08/21	1 OF 1	A

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$174,664.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$174,664.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surcharge	$1,000.00	
Spare Key/Wheel/Tire,fuel,VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
5% 2024 Build Pricing Increase	$5,854.32	
Total Preparation And Delivery:		$12,854.32
Freight	$3,100.00	
Total Freight:		$3,100.00
Total Factory List Price Including Freight:		$190,618.32
Less Customer Allowance:		($67,677.70)
Total Vehicle Price:		$122,940.62
Total Body/Allied Equipment:		$215,479.00
Total Sale Price:		$338,419.62
Total Per Vehicle Sales Price:		$338,419.62
Net Sales Price:		$338,419.62

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:

_____
Official Title and Date

_____
Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
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.

CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 · Fax: (952) 656-7159 · Website: www.aspenequipment.com

Cust Name: Roberts Truck Center
Address: 10101 I-20
Midland Tx 79706
Contact:
Phone: 432-697-2241
Fax:

Quote Number: ROBERTS TRUCK CENTER-32-NAT-44939-12-50-v1

Quote Date: 1/13/2023

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Price
1	NC600H-STD	National Crane 20 ton (18,1 mt) standard mount HO outriggers with stowable aluminum floats 17.3' (5,28 m) full span/ 10' (3.04 m) mid span, 180o stable unit with torsion box for a 20' (6,1 m) flatbed, rear underframe mounted RSOD stabilizers 16' (4,8 m) span. Removable outrigger floats included. STANDARD UNITS EQUIPPED WITH THE FOLLOWING: Boom: Full power telescoping cylinder with integral holding valve. Three (3) quick reeve cast iron sheaves. Boom Elevation: One(1) double acting hydraulic lift cylinder with integral holding valve. (-10o to +80o). Load Moment Indicator: RCL displays information on boom length and angle, working radius, rated load and total weight being lifted, WADS Internal anti-two block wiring. Controls: Dual side stand-up operators stations, dual engine throttle (cable only), horn and engine start/stop. Swing: 375o non-continuous rotation with adjustable swing drive. Hydraulic System: Open center type consisting of a fixed displacement, three section, high pressure pump supplies oil to the main control valve and winch control valve. Reservoir capacity 100 gallons (378,5 L), 10 micron return line filter. Ball valve on main suction line. Hoist: Single speed planetary winch. Bare drum pull 10,380 lbs (4.708 kg), low speed. Wire Rope: 325 ft (99,1 m) of 9/16" (14 mm) rotation resistant wire rope. Single line pull 7,700 lbs (3.492,6 kg). Headache Ball: Round downhaul weight with top swivel, 7 ton (6,35 mt) capacity rating. Miscellaneous Standard Equipment: Back up alarm, hour meter in truck cab, outrigger motion alarm, two(2) owner's manuals (English; 1 paper/1 disc) and outrigger monitoring system. PTO and mounting charges not included in standard price. Flatbed is not included. Standard Paint: DuPont Imron 5000 enamel based paint - "National Platinum" color for frame, turret and base boom section; standard "Black" for hydraulic reservoir, SFO, torsion box (frame), inner outriggers and inner boom sections.	$215,479.00
1	680H	24' to 80' telescoping boom (four-section) (NA-Tractor Mounts)	
1	EXTA2B	External A-2-B system in lieu of the standard internal system.	
1	BSA-1	National Steel basket 72"x42" on 2' yoke ext, gravity hung, brake lock	
1	LB2-3	Two and three part reeving, 12.5 ton hook block with one sheave	
1	PBR-R	Rear boom support, anchors to rear of torsion base, removable	
1	WF20SD	NC600E2 20' x 96" Wood Floor (Super Duty) flatbed	
1	NC600H-STD-MNTG	Mounting charge for a clamp on, standard unit on a clean, unobstructed truck frame. Includes hydraulic oil, transmission grease,	

Continued On Next Page

Submitted by,

Jed Fischbach
612-437-7311

- F.O.B.: Bloomington, MN (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

ASPEN EQUIPMENT
HELPING PEOPLE SUCCEED
CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7157 · Website: www.aspenequipment.com

Cust Name: **Roberts Truck Center** **Quote Number:** Quote Date: 1/13/2023
Contact: ROBERTS TRUCK CENTER-32-NAT-44939-12-50-v1
Phone: 432-697-2241
Fax:

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Price
		electronic engine throttle (EET), electronic back up alarm (BUA), ICC safety kit (ISK), cable shift PTO and neutral safety switch. Includes installation of torsion box, RSOD stabilizers, flatbed, rear bumper underride protection, boom rest, neutral safety switch, BUA and EET.	
1	HOT-SHIFT	Hot shift PTO	
1	CRP	Clockwise rotation pump (Automatic Transmission)	
1	MC-SFO	Mounting charge for SFO	
1	RB	Rear bumper underride protection (included on mounted units)	
1	DCPKG	Duty Cycle Burst-of-Speed winch opt, hyd oil cooler w/ elec fan / radiator	
1	SFO	Single front stabilizer for 360° stability	
1	AOFP4	Provide 24" (609 mm) dia. aluminum outrigger pads in lieu of the standard polymeric pads. (total 4-pads)	
1	80066152	National Hose Kit	
1	Aspen Custom	Annual crane inspection with certification label	
1	Delivery	Delivery to Midland, TX	
	Tax Note:	Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice	

Quote Sub Total: $215,479.00

Submitted by,

Estimated Sales Tax: $0.00

Jed Fischbach
612-437-7311

Total: **$215,479.00**

- F.O.B.: Bloomington, MN (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

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ASPEN EQUIPMENT, LLC

TERMS AND CONDITIONS OF SALE

1) Offer, Governing Provisions, Cancellation and Termination. This document is an offer or counter-offer by ASPEN EQUIPMENT, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"), it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall oblige Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.

2) Price. Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.

3) Credit Approval; Payment Terms. All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit,. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.

4) Taxes and Other Charges. Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

5) Security Interest. Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.

6) Delivery, Claims and Force Majeure. Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.

7) Retention of title. Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.

8) Work by Others; Safety Devices. Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.

9) Warranties. The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.

10) LIMITATION OF LIABILITY. Seller's liability with respect to the goods or services sold hereunder shall be limited to the warranty provided in Section 9 of these Terms and Conditions and, with respect to any other breaches of its contract with Buyer, shall be limited to the contract price. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or under other theories of law or equity, with respect to goods or services sold by seller, including, without limitation, the sale of goods modified at the request of buyer, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

11) Installation. If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.

12) Assignment. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.

13) No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

14) Cost of Collection. In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.

15) Insurance. Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.

16) Second-hand or used Goods. If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.

17) Services. The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.

18) Compliance. Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.

19) Government Contracts. Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:		Roberts Truck Center
Contact:		Clay Nelson
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	4698-01
Date	3/2/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 174,664.00
Base Chassis List	$ 119,239.00		
Options List	$ 55,425.00		
Sourcewell Contract Discount		36.4%	$ (63,577.70)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 113,086.30
Sourcewell Partner Body			
Aspen Equipment - National Crane NC600H-STD 20 ton crane			$ 215,479.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,854.32
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Bloomington, MN			**$ 338,419.62**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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.

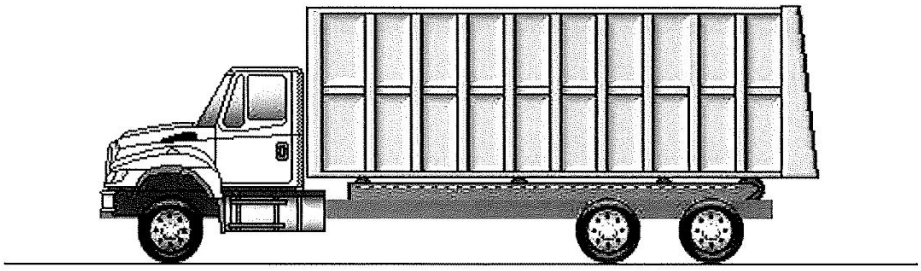
INTERNATIONAL®

March 22, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 16.00% / 1.28% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 252.00 Wheelbase, 184.90 CA, and 59.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4 Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
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 Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

Code	Description
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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 Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 4.89
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Code	Description
	Includes : 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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 Notes : 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 Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
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

Code	Description
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Roll-Offs USA Hoist Body

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLW	HORIZ-VERTICAL UC
Fuel Tank:	15SJZ/15SWD	80 GAL Ø26" ROUND
Battery Box:	08VUJ/08VUK	18" STEEL/ALUMINUM
Air Tanks:	04VKK	12" PERPENDICULAR
DEF Tank:	15DYP	9.5 GAL
Engine:		B6.7, L9

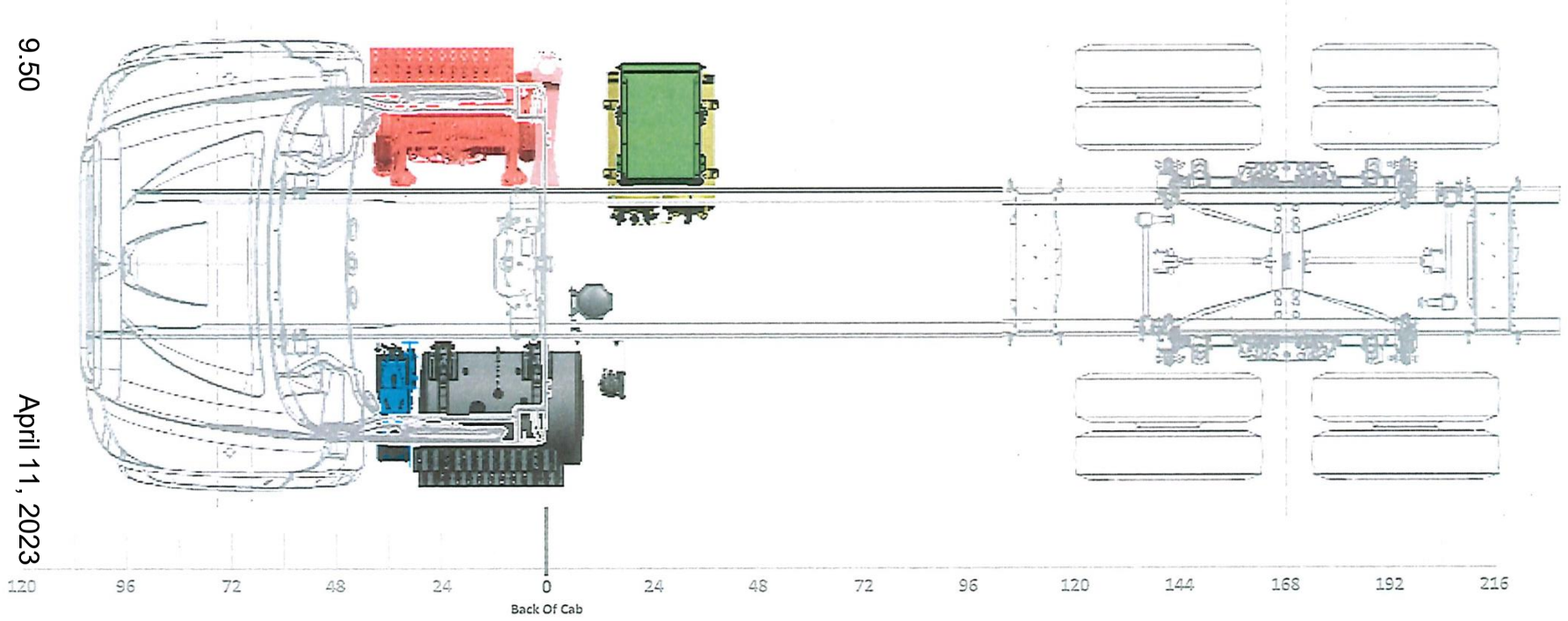
General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 171" – SBA ≥ 179" – SFA
6x4 55" HAS ≥ 165" – SBA ≥ 173" – SFA
4x2 VARI-RATE ≥ 148" – SBA ≥ 156" – SFA

PACKET

9.50

April 11, 2023



INTERNATIONAL®

December 28, 2022

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

Presented By:
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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
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 72000. Calc. GVWR: 76350. Calc. GCWR: 80000 Calc. Start / Grade Ability: 14.05% / 1.09% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 256.00, CA: 188.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ACR	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0779265	19220		
Front GAWR							18000	
Pusher Component Ratings	WHEELS, LIFT AXLE PUSHER	0034ABU	20000	TIRE, PUSHER LIFT AXLE	0770249	12350		
	AXLE, PUSHER, LIFT TYPE	0014WNM	20000					
Pusher GAWR							12350	
Rear Component Ratings	BRAKES, REAR	0004XDS	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUK	55560	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014HRW	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	SPECIAL RATING, GVWR	0010NZL	80000					
	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								76350
Calculated GVWR								76350

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRW	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012ESN	80000				
Calculated GCWR							80000

*** GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.**
**** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.**
***** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.**
****** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.**

Proposal 4693-01

Financial Summary
2025 HV607 SBA (HV607)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$169,986.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$169,986.00
Navistar materials surcharge	$2,000.00	
Navsitar tire surcharge	$1,000.00	
Spare Key/Wheel/Tire,fuel,VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
5% 2024 Build Pricing Increase	$5,387.60	
Total Preparation And Delivery:		$12,387.60
Freight	$3,100.00	
Freight from Durant OK to Midland TX	$1,125.00	
Total Freight:		$4,225.00
Total Factory List Price Including Freight:		$186,598.60
Less Customer Allowance:		($65,974.90)
Total Vehicle Price:		$120,623.70
Total Body/Allied Equipment:		$45,250.00
Total Sale Price:		$165,873.70
Total Per Vehicle Sales Price:		$165,873.70
Net Sales Price:		$165,873.70

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:

_____
Official Title and Date

_____
Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
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.

Quote

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

Order Number: 0047858
Order Date: 3/22/2023

Salesperson: HOUS
Customer Number: ROBTRU

Sold To:
Roberts Truck Center
4510 AVE A
ARIC - 806-763-8213
Lubbock, TX 79404
Confirm To:
ARIC TEAGUE 806-789-6980

Ship To:
Roberts Truck Center
CPU
8567 US HWY 70
Mead, OK 73449

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

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HO6022Q	EACH	1.000	0.000	0.000	31,000.000	31,000.00
HOIST QUICKMOUNT 60K			Whse: 000			
SN: TBD						
Bill Option 6 Optio:01 KENWORTH TRUCK						
Bill Option 9 Optio:01 WINDOW SCREEN						
TRUCK VIN: TBD						
POLY FENDERS						
40 GAL HYD TANK 7ga (4 BOLTS 3 WELDS) -STANDARD SIDE MOUNT						
INSIDE CAB CONTROLS						
5 BANK VALVE W/HARD PLUMBING						
1/2" X 4" APPROACH RAMPS						
OPEN FRONT TOOL BOX						
ROA MUD FLAPS						
HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION						
LED LIGHTS						
APRON SET FOR KENWORTH T880 TRUCK - **** NEED TO VERIFY ****						
REAR WINDOW SCREEN						
PAINTED GLOSS BLACK						
HOTARPERPION1	EACH	1.000	0.000	0.000	8,000.000	8,000.00
PIONEER TARPER RP4500SARG			Whse: 000			
SN: TBD						
PIONEER 4500 SARG TARPER						
HO-HOIMOU	EACH	1.000	0.000	0.000	6,250.000	6,250.00
HOIST MOUNTED (LABOR)			Whse: 000			
HOIST AND TARPER MOUNT						
****** CHASSIS TO ARRIVE IN SPRING 2024 ******						
**** QUOTE VALID FOR 60 DAYS ****						

Net Order:	45,250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	45,250.00

Sourcewell
Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:		Roberts Truck Center
Contact:		Clay Nelson
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	4699-01
Date	3/2/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis				
New 2025 International HV607 6x4 Chassis			$	169,986.00
Base Chassis List		$ 119,239.00		
Options List		$ 50,747.00		
Sourcewell Contract Discount		36.4%	$	(61,874.90)
Volume Incentive			$	-
Material Price Increases			$	2,000.00
Net Sourcewell Chassis Price			$	110,111.10
Sourcewell Partner Body				
Roll-Offs USA Hoise body			$	45,250.00
			$	-
Handling Fee			$	-
Non-Sourcewell Dealer Supplied Body				
			$	-
			$	-
Handling Fee		5.00%	$	-
Additional Post Build Work				
			$	-
			$	-
			$	-
Handling Fee		5.00%	$	-
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
Freight from Durant OK to Midland TX			$	1,125.00
			$	-
Additional Floorplan				
			$	-
			$	-
Additional Fees & Taxes				
Spare Key/Tire/Wheel, Fuel, VIT			$	2,500.00
5% 2024 Build Pricing Increase			$	5,387.60
Three months flooring coverage			$	1,500.00
Final Sourcewell Customer Price FOB Durant, OK			**$**	**165,873.70**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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.

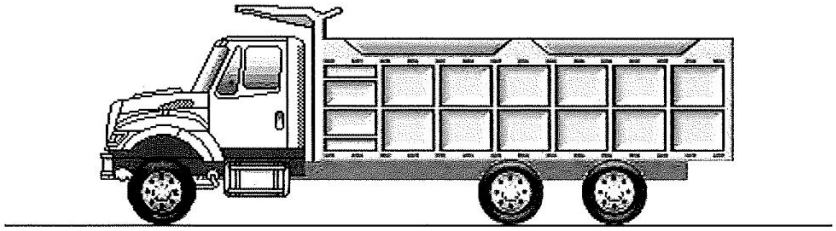
Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

INTERNATIONAL® March 14, 2023

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

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
2025 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 17.91% / 2.23% @ 55 MPH Calc. Geared Speed: 73.4 MPH
DIMENSION:	Wheelbase: 209.00, CA: 134.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 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 HSC 3 (CONTINENTAL), 481 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

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 209.00 Wheelbase, 134.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1572	TOW HOOK, REAR (2)
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : 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
1UAM	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille
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
	Includes : 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
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
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
5AAA	STEERING COLUMN Stationary
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7WCW	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
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
8WEJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

Code	Description
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
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
	Includes : 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
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 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
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln 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
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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 Notes : 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
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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)

Code	Description
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JJD	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust, Cushion and Back Bolsters
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment
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
	Notes : 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
	Includes : 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
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
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
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

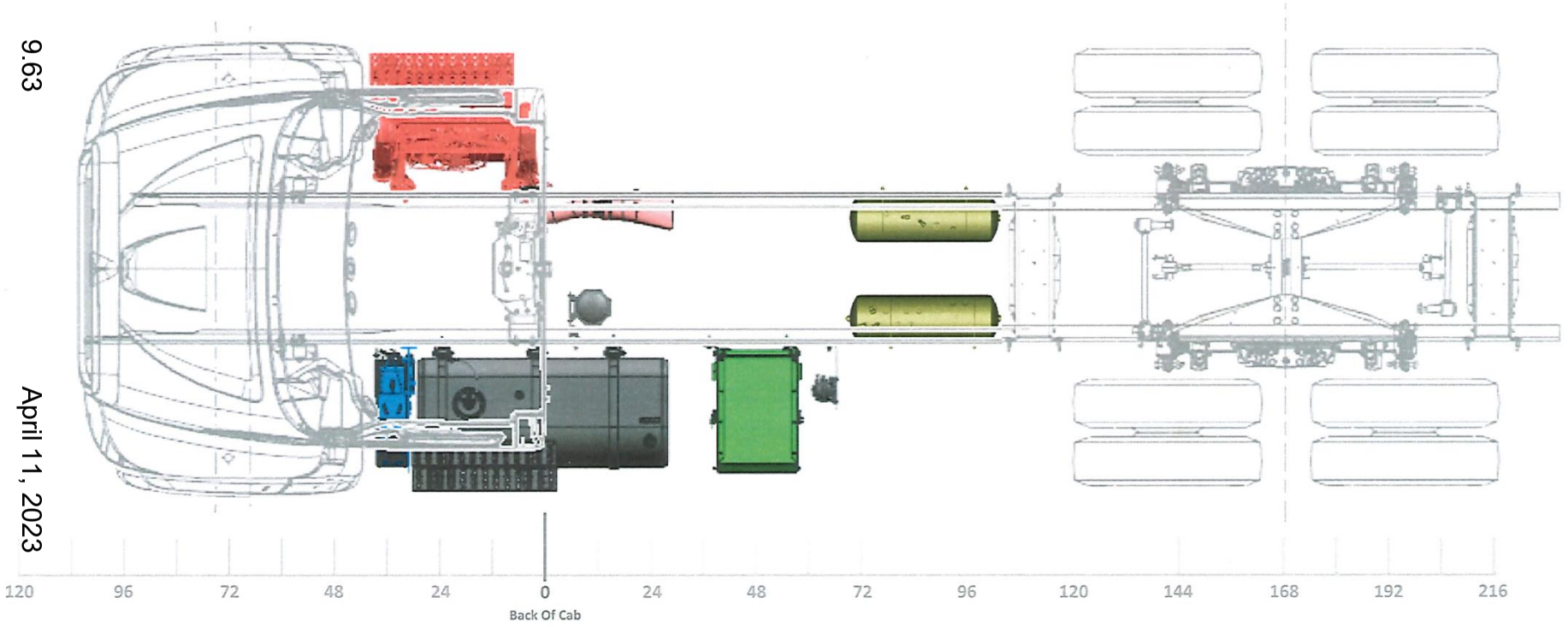
Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGD	100 GAL 19" DEEP D
Battery Box:	08WEJ/08VTR	18" STL/AL, 35" BOC
Air Tanks:	04WZJ	11" FOS TANKS
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 66" BOC (15LLY)

Minimum Wheelbase
6x4 54" HMX ≥ 215" – SBA ≥ 222" – SFA
6x4 55" HAS ≥ 213" – SBA ≥ 221" – SFA
4x2 VARI-RATE ≥ 191" – SBA ≥ 199" – SFA



(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$173,044.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$173,044.00
5% 2024 Build Pricing Increase	$5,419.40	
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surhcarge	$1,000.00	
Spare Key/Wheel/Tire,fuel, VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
Total Preparation And Delivery:		$12,419.40
Freight	$3,100.00	
Total Freight:		$3,100.00
Total Factory List Price Including Freight:		$188,563.40
Less Customer Allowance:		($67,088.02)
Total Vehicle Price:		$121,475.38
Total Sale Price:		$121,475.38
Total Per Vehicle Sales Price:		$121,475.38
Net Sales Price:		$121,475.38

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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
Muni-Body II - ...	Installation Workup • Facility: IDC-IA • Chassis Delivery To Henderson: Truck Dealer/Customer Delivers • Completed Truck Delivery Method: Customer Pick-Up • Chassis Make: Unknown • Dump Body Type: Munibody II (Std/FF) • Floor Length: 11ft Floor Length • Hoist Type: Tele Trun Hoist, Ext Dhouse, add's 1' overall • Cylinder Type: Single Acting • Discharge Type: Frnt Cross Conv & Rear Dis (sel rev valve in hyd, if req'd) • Spinner Assembly Location: Dual Frnt & Rear Spin Assy (triple Spins for X-conv & rear) • Body Material (Sides/ends): Painted Steel Type Body Material • Tailgate Release Type: IDC supplied Electric over air valve • Pressure Protection Valve: In Line Air Valve (All Chassis)	1		97,521.00	97,521.00

Thank you for the opportunity to quote these products today!

Subtotal	
Sales Tax (0.0%)	
Total	

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit • Ladder(s): Supplied/Installed @ Factory (sales to order w/ unit) • Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt • Shovel Holder Loc (1): Driver side body • Tarp Brand: US Tarp (order 86" c/s if using integral shield) • Tarp System: Electric Tarp, Bullet Proof Arms, w/o Wind Deflector • Tarp Material: Black Vinyl (Asphalt rated) • Tarp Length: 13' Body Length or Shorter (BV, US) • Body Spec Notes: • Chassis Accessories: Yes (ELECT RELATED OPTIONS BELOW) • Mudflaps (Rear): Swinging w/Logo • Mudflap Type (Rear): 36" Swinging, SS (with LOGO)				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Fenders: Front Quarter Fenders, Poly (standard) • Pintle Plate: Yes (select from options below) • Pintle Plate Configuration: 3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC) • Pintle Plate D-Rings: Qty (2) 3/4" D-rings • Pintle Hook: 20 Ton • Trailer Plug (1): 7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal) • Truck Wash: Complete Truck Wash/Clean/Vac 1 • Warranty: Standard 1 Year Warranty • Install Touch-up: Basic Installation Touch-Up • Electrical: Yes (SELECT RELATED OPTIONS BELOW) • Power Distribution Panel: Power Distribution Panel • Misc Electrical Supplies: Req'd Misc Elect Supplies • Worklight(s) QTY: (QTY 3) Work Lights (Select type below) • Worklight (1) Type: Flood Light, ABL, 2500 Led • Worklight (1) Gen Location: Front Spinner • Worklight (2) Type: Flood Light, ABL, 2500 Led				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Worklight (2) Gen Location: Rear Spinner • Worklight (3) Type: Flood Light, ABL, 2500 Led • Worklight (3) Gen Location: Rear Spinner • Cab Beacon: LED Beacon, 360 deg w/Mild Steel Stationary Mounting Bracket • Rear Dump Bolster (S/T/T): LED S/T/T, kit (West) (order holes) • Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes with body) • Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit) • Back up alarm: Backup Alarm, 97db • Body up switch/light: Body UP Switch/Body Up Light (Buy) • License Plate Lights: Remount OEM light(s) • Backbone & Wire Standoffs: 10' Backbone (For SA) Electrical Spec Notes: • Hydraulics: Full Hydraulic Package • Hyd Supplier: Certified (Select Pkg Below)				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Hyd Supplier (Spec): 15201798 quote number • Controls Type: Cable Controls • Cable Qty: 1 Function • PTO Type: Included in Hydraulics Package • Reservoir Type: Supplied With Hydraulics • Reservoir Spec: Valve Enclosure Type: Supplied With Hydraulics • Low Oil Indicator: Yes, included in Hyd Pkg • Return Filter: Provided with Hydraulics • Quick Coupler Upgrade: Standard Quick Couplers Hydraulics Notes: • Disclaimer: Paint not guaranteed to match OEM chassis color • IDC Paint Location: IDC-IA • Body Paint Type: Powder Paint • Powdercoat Paint (Body): 12' MKE/3, All from charts non-metal,Blast,Prim,Paint MUNIBody II multi-task body • Discharge Options: Front Cross Conveyor-Front or				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
Discount	Rear Discharge capabilities • Doghouse Type: Partial Internal Doghouse with Sloped Headsheet • Body Length: 10' body length, 36" sides, 48" tailgate • Side Height: 36" High Sides with pockets for 12" boards • Side to Floor Transition: Standard 22 Degree from Horizontal Slope on Sides •Tailgate/Rear Body Style: Standard Rear BuyBoard Discount **BuyBoard Contract #597-19 (Streets) ** FREIGHT WILL BE ADDED ** ** TO BE MOUNTED & INSSTALLED ON CUSTOMER SUPPLIED CHASSIS **	1		-975.21	-975.21

Thank you for the opportunity to quote these products today!

Subtotal	$96,545.79
Sales Tax (0.0%)	$0.00
Total	$96,545.79

Approval Signature _____

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
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	4720-01
Date	3/13/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV507 6x4 Chassis			$ 173,044.00
Base Chassis List	$ 119,239.00		
Options List	$ 53,805.00		
Sourcewell Contract Discount		36.4%	$ (62,988.02)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 112,055.98
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,419.40
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Arlington, TX			**$ 121,475.38**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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. Total Price for 8 units $2,065,605.04

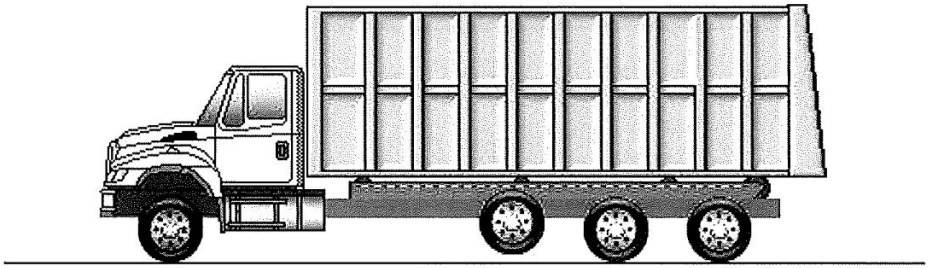
INTERNATIONAL®

March 23, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

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
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 72000. Calc. GVWR: 77220. Calc. GCWR: 80000 Calc. Start / Grade Ability: 14.17% / 1.05% @ 55 MPH Calc. Geared Speed: 83.7 MPH
DIMENSION:	Wheelbase: 256.00, CA: 188.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 256.00 Wheelbase, 188.90 CA, and 59.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle
4JNJ	SLACK ADJUSTER, PUSHER AXLE {Haldex} Automatic; for Single Pusher Axle
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
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes

Code	Description
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted

Code	Description
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Code	Description
	Includes : FAN Nylon
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 4.89
14RAB	AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside And Outside Cab; Includes Pressure Gauge and Lift/Lower Switch Inside Cab; Pressure Gauge and Pressure Regulator Outside Cab
14UAC	AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations
14WCP	TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

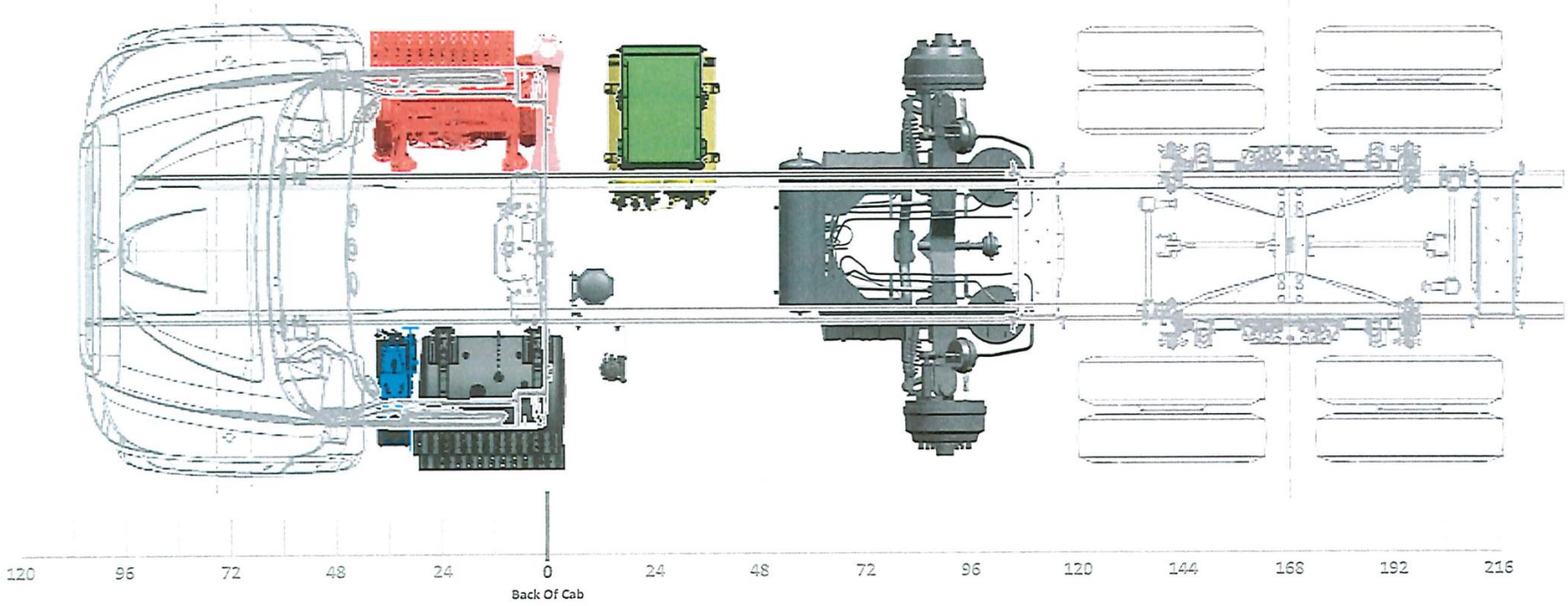
Code	Description
14WNH	AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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 Notes : 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 Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

Code	Description
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
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
34ACJ	WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>
7382135438	(2) TIRE, PUSHER 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Roll Off USA hoist body

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLW	HORIZ-VERTICAL UC
Fuel Tank:	15SWE/15SWG	70 GAL Ø26" ROUND
Battery Box:	08VUJ/08VUK	18" STEEL/ALUMINUM
Air Tanks:	04VKK	12" PERPENDICULAR
DEF Tank:	15DYP	9.5 GAL
Engine:		2021 L9

General Configuration Information
TRUCK CONFIGURATION AIR DRYER INSIDE LT (04VKC)
SINGLE PUSHER AXLE 14WLM – 20K NON-STEER 14WNM – 20K STEER (SHOWN)
AVAILABLE PUSHER AXLE SPACINGS AHEAD OF DRIVE AXLE – 49", 54", 55", 72", 100"

Minimum Wheelbase
6x4 54" HMX ≥ 224" – 54" SPACING – SBA ≥ 232" – 54" SPACING – SFA



April 11, 2023
9.79
PACKET

INTERNATIONAL®

December 28, 2022

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 15.92% / 1.29% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

2024 HV607 SBA (HV607)

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0779265	19220		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDS	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUK	55560	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014HRW	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								64000
Calculated GVWR								64000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRW	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012ESN	80000				
Calculated GCWR							80000

* GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.
** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.
*** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.
**** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.

Quote

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

Order Number: 0047858
Order Date: 3/22/2023

Salesperson: HOUS
Customer Number: ROBTRU

Sold To:
Roberts Truck Center
4510 AVE A
ARIC - 806-763-8213
Lubbock, TX 79404
Confirm To:
ARIC TEAGUE 806-789-6980

Ship To:
Roberts Truck Center
CPU
8567 US HWY 70
Mead, OK 73449

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

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HO6022Q	EACH	1.000	0.000	0.000	31,000.000	31,000.00
HOIST QUICKMOUNT 60K			Whse: 000			
SN: TBD						
Bill Option 6 Option01 KENWORTH TRUCK						
Bill Option 9 Option01 WINDOW SCREEN						
TRUCK VIN: TBD						
POLY FENDERS						
40 GAL HYD TANK 7ga (4 BOLTS 3 WELDS) -STANDARD SIDE MOUNT						
INSIDE CAB CONTROLS						
5 BANK VALVE W/HARD PLUMBING						
1/2" X 4" APPROACH RAMPS						
OPEN FRONT TOOL BOX						
ROA MUD FLAPS						
HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION						
LED LIGHTS						
APRON SET FOR KENWORTH T880 TRUCK - **** NEED TO VERIFY ****						
REAR WINDOW SCREEN						
PAINTED GLOSS BLACK						
HOTARPERPION1	EACH	1.000	0.000	0.000	8,000.000	8,000.00
PIONEER TARPER RP4500SARG			Whse: 000			
SN: TBD						
PIONEER 4500 SARG TARPER						
HO-HOIMOU	EACH	1.000	0.000	0.000	6,250.000	6,250.00
HOIST MOUNTED (LABOR)			Whse: 000			
HOIST AND TARPER MOUNT						
****** CHASSIS TO ARRIVE IN SPRING 2024 ******						
**** QUOTE VALID FOR 90 DAYS ****						

Net Order:	45,250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	45,250.00

Financial Summary
2025 HV607 SBA (HV607)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$185,695.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$185,695.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surcharge	$1,000.00	
Spare Key/Tire/Wheel, Fuel, VIT	$2,500.00	
Three months flooring coverage	$1,500.00	
5% 2024 Build Pricing Increase	$7,989.05	
Total Preparation And Delivery:		$14,989.05
Freight	$3,100.00	
Freight from Durant OK to Midland TX	$1,125.00	
Total Freight:		$4,225.00
Total Factory List Price Including Freight:		$204,909.05
Less Customer Allowance:		($71,692.98)
Total Vehicle Price:		$133,216.07
Total Body/Allied Equipment:		$45,250.00
Total Sale Price:		$178,466.07
Total Per Vehicle Sales Price:		$178,466.07
Net Sales Price:		$178,466.07

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:

_____
Official Title and Date

_____
Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
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.

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:		Roberts Truck Center
Contact:		Clay Nelson
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	4693-01
Date	3/23/223
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 185,695.00
Base Chassis List	$ 119,239.00		
Options List	$ 66,456.00		
Sourcewell Contract Discount		36.4%	$ (67,592.98)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 120,102.02
Sourcewell Partner Body			
Roll-Offs USA Hoise body			$ 45,250.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Durant OK to Midland TX			$ 1,125.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 7,989.05
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Durant, OK			**$ 178,466.07**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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.

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Eloy Salinas

SUBJECT: Sourcewell Contract # D60920-NVS Roberts Truck Center

DATE:

Fleet services is requesting the purchase of (1) one 4-6 yard dump truck that will be a replacement for a unit that has gone past its serviceable life. The budgeted amount for FY23 for (1) one 4-6 yard dump truck is $145,936. The purchasing amount for (1) one 4-6 yard dump truck that is being offered through Sourcewell contract # D60920-NVS proposal # 4696-01 from Roberts Truck Center in the amount of $123,059.29.

Fleet services is requesting the purchase of (1) one 12-14 yard dump truck that will be a replacement for a unit that has gone past its serviceable life. The budgeted amount for FY23 for (1) one12-14 yard dump truck is $235,114. The purchasing amount for (1) one 12-14 yard dump truck that is being offered through Sourcewell contract # D60920-NVS proposal # 4691-01 from Roberts Truck Center in the amount of $138,379.08.

Fleet services is requesting the purchase of (1) one Boom/Crane truck that will be a replacement for a unit that has gone past its serviceable life. The budgeted amount for FY23 for (1) one Boom/Crane truck is $250,000. The purchasing amount for (1) one Boom/Crane truck that is being offered through Sourcewell contract # D60920-NVS proposal # 4698-01 from Roberts Truck Center in the amount of $338,419.62.

Fleet services is requesting the purchase of (1) one cab and chassis truck that will be a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FY23 for (1) one cab and chassis truck is $191,364. The purchasing amount for (1) one cab and chassis truck that is being offered through Sourcewell contract # D60920-NVS proposal number 4720-01 from Roberts Truck Center in the amount of $121,475.38.

Fleet services is requesting the purchase of (2) two Roll-Off trucks that will be replacements for units that have gone beyond their serviceable life. The budgeted amount for FY23 for (2) two Roll-Off trucks is $437,500. The purchasing amount for (2) two Roll-Off trucks that are being offered through Sourcewell contract # D60920-NVS proposal # 4699-01 from Roberts Truck Center in the amount of $331,747.40.

Fleet services is requesting the purchase of (1) one 6 wheel roll-off truck that will be a new unit that will be capable of transporting heavier loads. The budgeted amount for FY23 for (1) one 6 wheel roll-off truck is $218,750. The purchasing amount for (1) one 6 wheel roll-off truck that is being offered through Sourcewell contract # D60920-NVS proposal # 4693-01 from Roberts Truck Center in the amount of $178,466.07.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

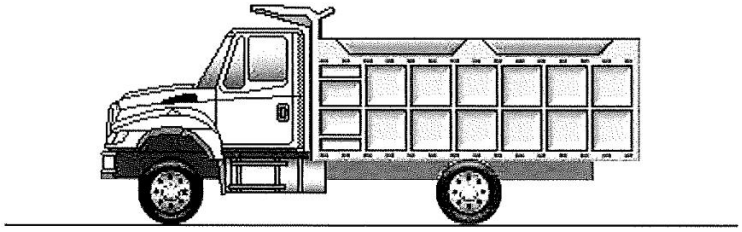
INTERNATIONAL®

March 22, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: SADump-HV 11/23

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 55000 Calc. Start / Grade Ability: 35.90% / 3.46% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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:	{Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-6DCR} Single Reduction, Wide Track, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : 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
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2AGE	AXLE, FRONT NON-DRIVING {Dana Spicer E-1202W} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
5710	STEERING COLUMN Tilting and Telescoping

Code	Description
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

Code	Description
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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 Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

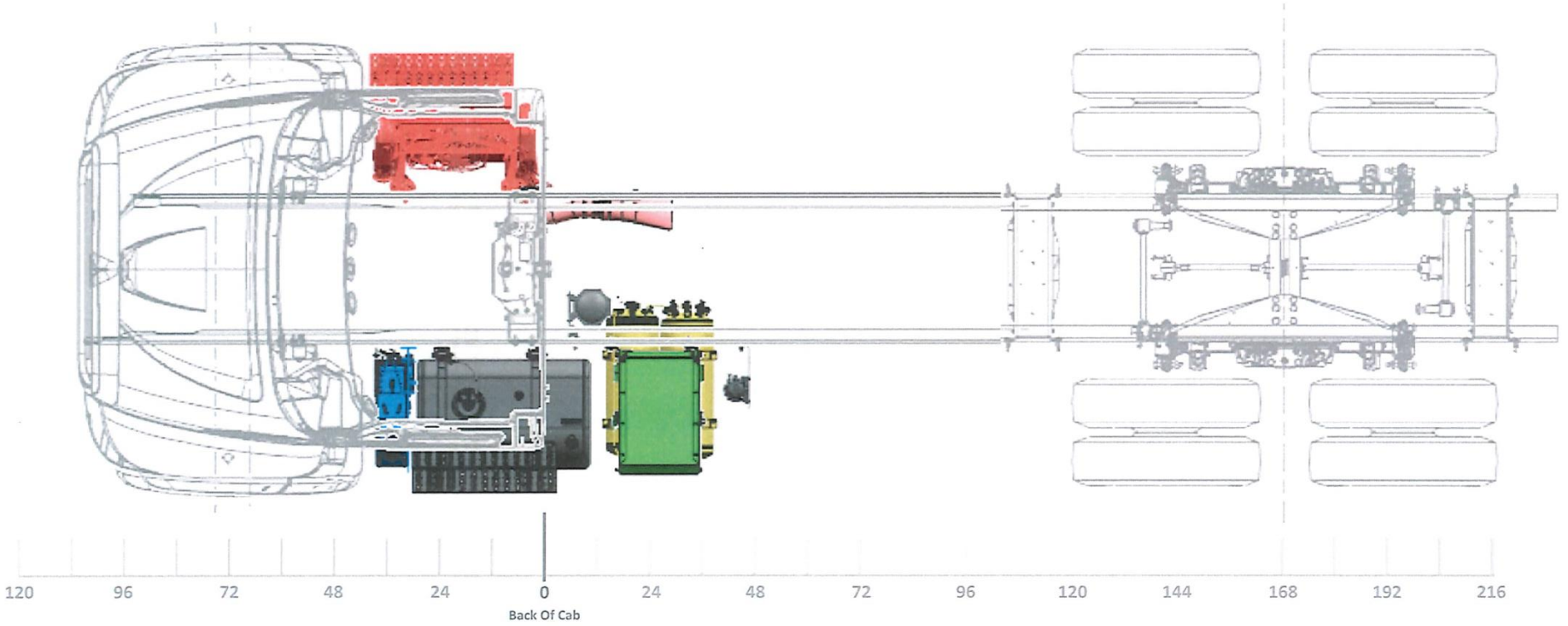
Code	Description
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14ANK	AXLE, REAR, SINGLE {Meritor MS-21-14X-6DCR} Single Reduction, Wide Track, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.29
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), 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
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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} with Black Bezel, Mounted in Instrument Panel

Code	Description
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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
	Notes : 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
	Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
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
27DUK	WHEELS, FRONT {Accuride 29169} 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
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
7382135438	(4) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7382135439	(2) TIRE, FRONT 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Wildhorse Industries 10' dump bed

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGG/15SMD	70 GAL 19" DEEP D
Battery Box:	08VUL/08VUM	18" STEEL/ALUMINUM
Air Tanks:	04VKJ	12" PERPENDICULAR
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 41" BOC (15LLZ)

Minimum Wheelbase
6x4 54" HMX ≥ 171" (179" W/FUEL FILTER) – SBA ≥ 179" (187" W/FUEL FILTER) – SFA
6x4 55" HAS ≥ 167" (173" W/FUEL FILTER) – SBA ≥ 175" (181" W/FUEL FILTER) – SFA
4x2 VARI-RATE ≥ 148" (154" W/FUEL FILTER) – SBA ≥ 156" (161" W/FUEL FILTER) – SFA



April 11, 2023
9.93
PACKET

INTERNATIONAL®

Financial Summary
2024 HV607 SBA (HV607)

March 22, 2023

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$143,562.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$143,562.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire surcharge	$1,000.00	
Spare Key/Wheel/Tire, fuel, VIT	$2,500.00	
Three Months flooring coverage	$1,500.00	
5% 2024 Build Pricing Increase	$4,981.80	
Total Preparation And Delivery:		$11,981.80
Freight	$3,100.00	
Freight From Whitney TX to Midland TX	$975.00	
Total Freight:		$4,075.00
Total Factory List Price Including Freight:		$159,618.80
Less Customer Allowance:		($55,064.51)
Total Vehicle Price:		$104,554.29
Total Body/Allied Equipment:		$18,505.00
Total Sale Price:		$123,059.29
Total Per Vehicle Sales Price:		$123,059.29
Net Sales Price:		$123,059.29

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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
2/2/2023	12818

BILL TO	SHIP TO
Roberts Truck Centrer-Midland Clay Nelson 806-786-9176 clay.nelson@robertstruck.com Aric Teague 806-731-1342 Arioc.teague@robertstruck.com	

DUE DATE	P.O. NUMBER
12/10/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
10' ST-MD Bed 6-9 yd.	9'-10' Standard Medium Duty Bed	1	6,250.00	6,250.00T
Steel Med Duty Price Surcharge	Steel Price Surcharge 56%		56.00	3,500.00T
Bed ST Instl (Major)	Complete Wet Kit (Air Operated) For Dump Body, Dump Body Installation, and Paint (Standard Colors), Tower Controls. Price does not include removing Fifth Wheel Hitches, Sleepers, moving Air Tanks, special PTO Flanges, Adapters, or moving Exhaust Stacks that may be necessary and unforseen at time of phone quote.	1	2,850.00	2,850.00T
Hot Shift PTO	Hot Shift PTO	1	2,150.00	2,150.00T
Cable Shut-off for Pump	Cable Shut-off for Pump	1	155.00	155.00T
3-Line Hydraulic System	3-Line Hydraulic System-Includes 2 Ball Valves on Hydraulic Tank plus extra line to help prevent burning out the Hydraulic Pump when in hold.	1	275.00	275.00T
Spread Apron-Long	Spread Apron-Long	1	250.00	250.00T
Sideboards-Iron	Sideboards-Iron ($22.00/ft.) (6" or 8" Channel-Iron) or Tubing	20	22.00	440.00T
Light Kit-LED	LED Light Kit (Includes 4 Stop and Tail Lights, 7 DOT Marker Lamps, plus Back-up Lamps, all recessed in rubber mounts.)	1	425.00	425.00T
Hydraulic Cylinder (86"-136")	Hydraulic Cylinder (86"-136")	1	1,850.00	1,850.00T
Hydraulic Fluid	Hydraulic Fluid $22.50 per/gal	16	22.50	360.00T

Subtotal	18,505.00
0% Tax	0.00
Total	18,505.00
Balance Due	18,505.00

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
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	4696-01
Date	3/22/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 4x2 Chassis			$ 143,562.00
Base Chassis List	$ 119,239.00		
Options List	$ 24,323.00		
Sourcewell Contract Discount		35.5%	$ (50,964.51)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 94,597.49
Sourcewell Partner Body			
Wildhorse Industries of Texas 10' Dump Bed			$ 18,505.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Whitney TX to Midland TX			$ 975.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 4,981.80
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Whitney, TX			**$ 123,059.29**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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. Total Price for 8 units $2,065,605.04

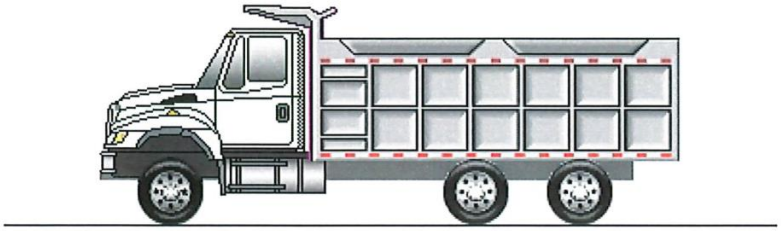
INTERNATIONAL®

March 17, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Dump-HV 11/23

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 19.24% / 1.59% @ 55 MPH Calc. Geared Speed: 77.4 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 55.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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 MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 55.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
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
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

Code	Description
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVZ	AXLE, REAR, TANDEM {Meritor MT-40-14X-5DFR} Single Reduction, 40,000-lb Capacity, .5"(12.7mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.29
14UMV	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), 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
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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

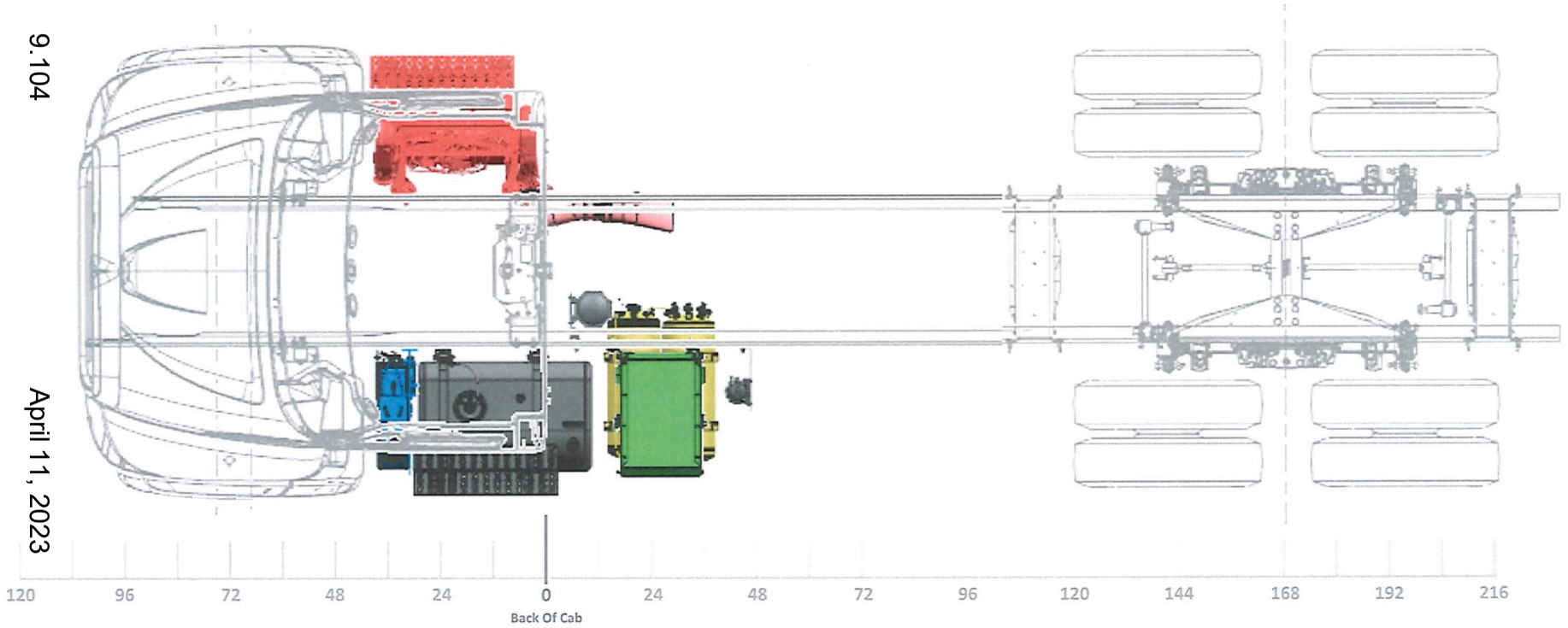
Code	Description
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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
	Notes : 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
	Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
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
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

Code	Description
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Wildhorse Industries of Texas 14' Dump Bed

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGG/15SMD	70 GAL 19" DEEP D
Battery Box:	08VUL/08VUM	18" STEEL/ALUMINUM
Air Tanks:	04VKJ	12" PERPENDICULAR
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 41" BOC (15LLZ)

Minimum Wheelbase
6x4 54" HMX ≥ 171" (179" W/FUEL FILTER) – SBA ≥ 179" (187" W/FUEL FILTER) – SFA
6x4 55" HAS ≥ 167" (173" W/FUEL FILTER) – SBA ≥ 175" (181" W/FUEL FILTER) – SFA
4x2 VARI-RATE ≥ 148" (154" W/FUEL FILTER) – SBA ≥ 156" (161" W/FUEL FILTER) – SFA



(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$163,527.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$163,527.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surcharge	$1,000.00	
5% 2024 Build Pricing Increase	$5,548.91	
Spare Key/Tire/Wheel,Fuel,VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
Total Preparation And Delivery:		$12,548.91
Freight	$3,100.00	
Freight from Whitney to Midland	$975.00	
Total Freight:		$4,075.00
Total Factory List Price Including Freight:		$180,150.91
Less Customer Allowance:		($63,623.82)
Total Vehicle Price:		$116,527.09
Total Body/Allied Equipment:		$21,852.00
Total Sale Price:		$138,379.09
Total Per Vehicle Sales Price:		$138,379.09
Net Sales Price:		$138,379.09

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:

_____
Official Title and Date

_____
Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
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.

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
2/2/2023	12817

BILL TO	SHIP TO
Roberts Truck Center-Midland Aric Teague 806-731-1342 aric.teague@robertstruck.com Clay Nelson 806-786-9176 clay.nelson@robertstruck.com	City of Midland

DUE DATE	P.O. NUMBER
12/10/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
14' ST-MD Bed	14' Standard Medium Duty Bed	1	6,975.00	6,975.00T
Steel Med Duty Price Surcharge	Steel Price Surcharge 56%		56.00	3,906.00T
Bed ST Instl (Major)	Complete Wet Kit (Air Operated) For Dump Body, Dump Body Installation, and Paint (Standard Colors), Tower Controls. Price does not include removing Fifth Wheel Hitches, Sleepers, moving Air Tanks, special PTO Flanges, Adapters, or moving Exhaust Stacks that may be necessary and unforseen at time of phone quote.	1	2,850.00	2,850.00T
Hot Shift PTO	Hot Shift PTO	1	2,150.00	2,150.00T
Cable Shut-off for Pump	Cable Shut-off for Pump	1	155.00	155.00T
3-Line Hydraulic System	3-Line Hydraulic System-Includes 2 Ball Valves on Hydraulic Tank plus extra line to help prevent burning out the Hydraulic Pump when in hold.	1	275.00	275.00T
Spread Apron-Long	Spread Apron-Long	1	250.00	250.00T
Sideboards-Iron	Sideboards-Iron ($22.00/ft.) (6" or 8" Channel-Iron) or Tubing	28	22.00	616.00T
Tarp Sys (XEL) 1	Tarp System (US Tarp Steel) Electric System Installed on New Body	1	1,795.00	1,795.00T
Light Kit-LED	LED Light Kit (Includes 4 Stop and Tail Lights, 7 DOT Marker Lamps, plus Back-up Lamps, all recessed in rubber mounts.)	1	425.00	425.00T
Ladder +Walkrail (Both Sides)	Ladder and Walkrail (Both Sides)	1	245.00	245.00T
Hydraulic Cylinder (86"-136")	Hydraulic Cylinder (86"-136")	1	1,850.00	1,850.00T

Wildhorse Industries of Texas
140 Timberline Dr.
Whitney, Texas 76692
(254) 694-3923 Fax: (254) 694-5623

Estimate

DATE	ESTIMATE #
2/2/2023	12817

BILL TO	SHIP TO
Roberts Truck Center-Midland Aric Teague 806-731-1342 aric.teague@robertstruck.com Clay Nelson 806-786-9176 clay.nelson@robertstruck.com	City of Midland

DUE DATE	P.O. NUMBER
12/10/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Hydraulic Fluid	Hydraulic Fluid $22.50 per/gal	16	22.50	360.00T

Subtotal	21,852.00
0% Tax	0.00
Total	21,852.00
Balance Due	21,852.00

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
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	4691-01
Date	3/15/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 163,527.00
Base Chassis List	$ 119,239.00		
Options List	$ 44,288.00		
Sourcewell Contract Discount		36.4%	$ (59,523.83)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 106,003.17
Sourcewell Partner Body			
Wildhorse Industries of Texas 14' Dump Bed			$ 21,852.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Whitney TX to Midland TX			$ 975.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,548.91
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Whitney, TX			**$ 138,379.08**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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. Total Price for 8 units $2,065,605.04

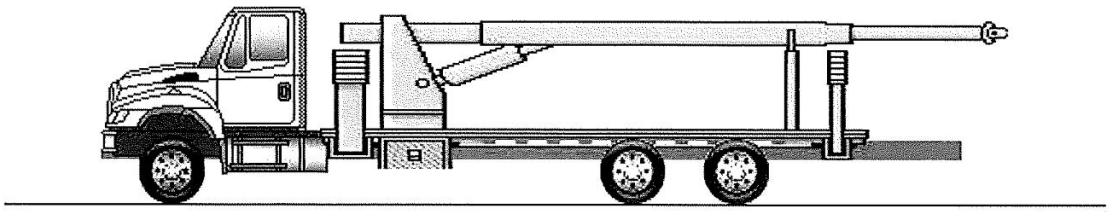
INTERNATIONAL®

March 23, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Boom-HV 11/23

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Mobile Aerial Crane
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 18.24% / 2.08% @ 55 MPH Calc. Geared Speed: 73.1 MPH
DIMENSION:	Wheelbase: 264.00, CA: 196.90, Axle to Frame: 144.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 264.00 Wheelbase, 196.90 CA, and 144.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1SAM	CROSSMEMBER, REAR, AF (2)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
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
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

Code	Description
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WBW	JUMP START STUD Remote Mounted

Code	Description
8WJJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 53" Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 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
	Includes : FAN Nylon

Code	Description
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 5.38
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone

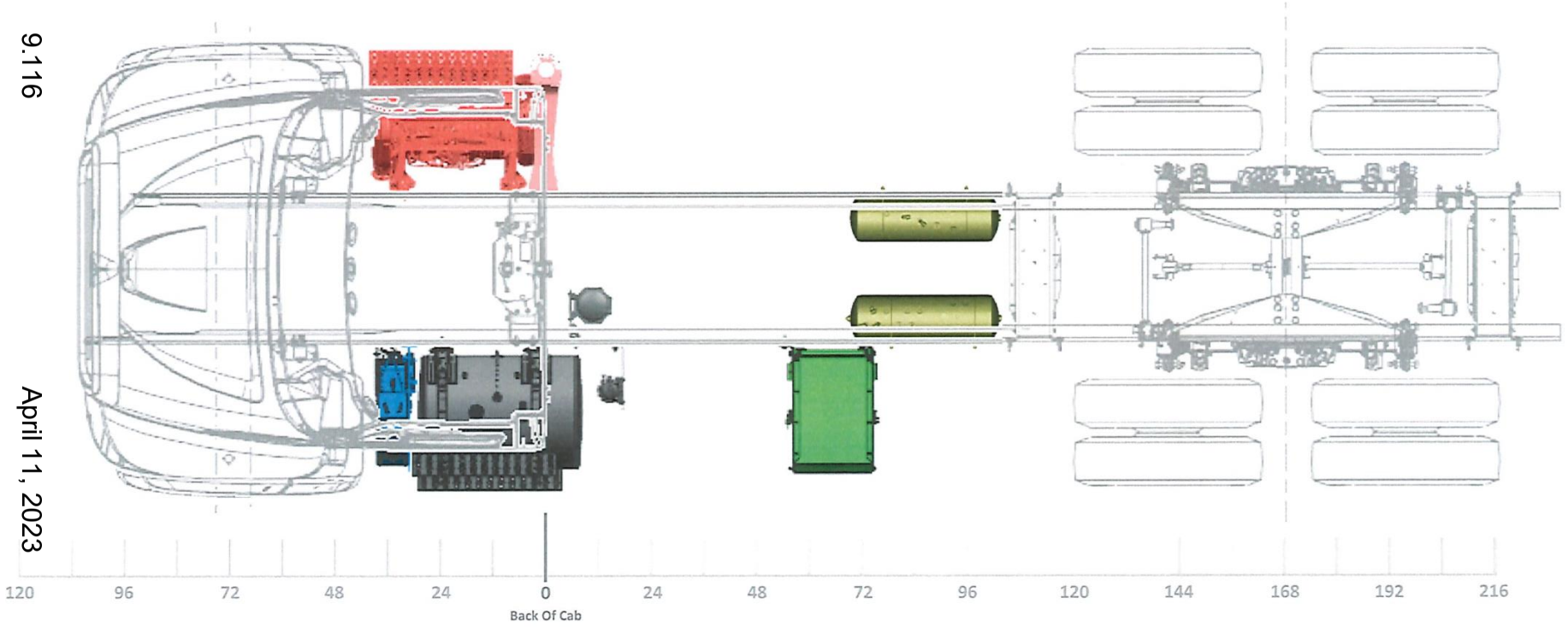
Code	Description
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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 Notes : 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 Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
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
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

Code	Description
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
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Aspen Equipment - National Crane 20 Ton NC600H-STD

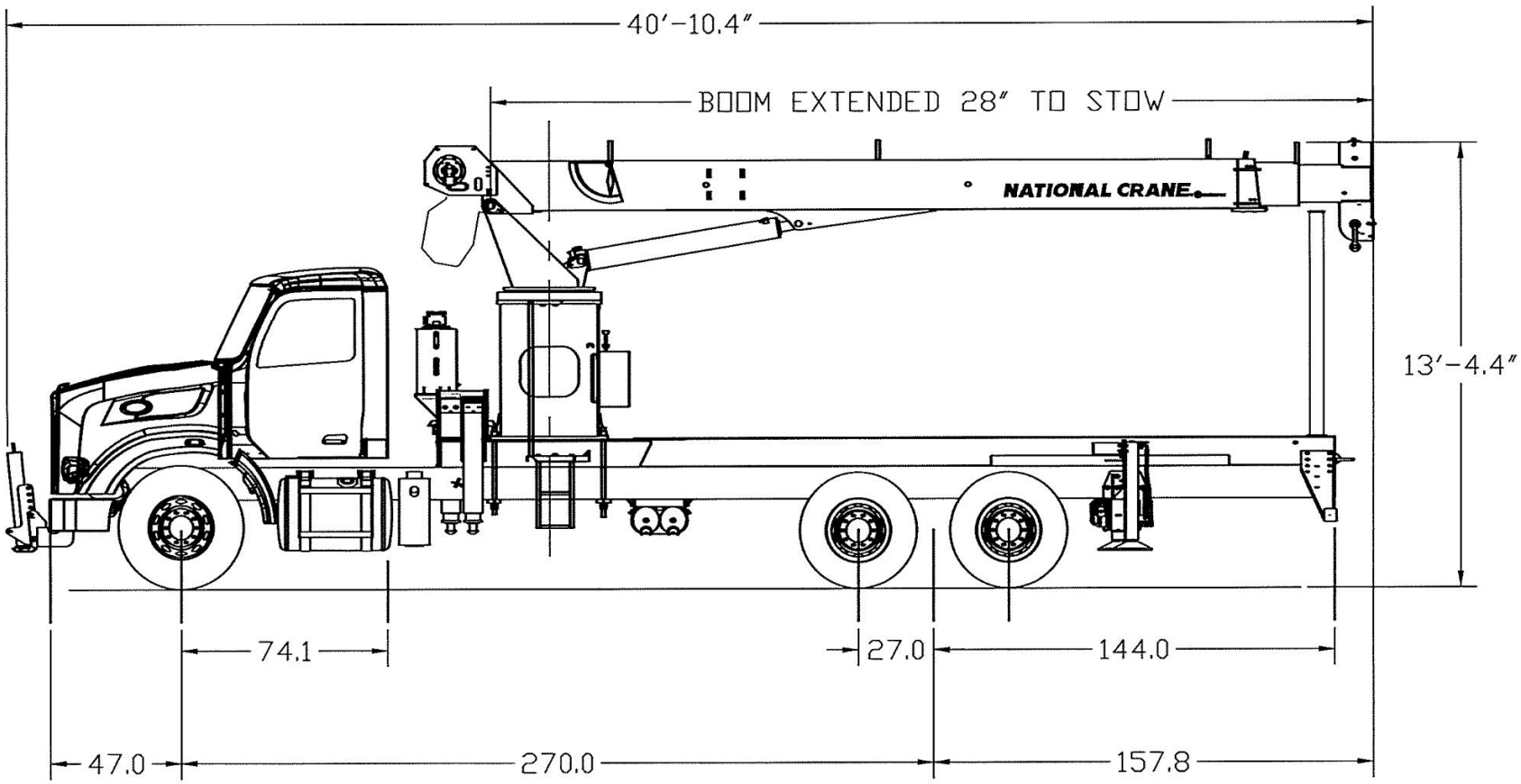
Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLW	HORIZ-VERTICAL UC
Fuel Tank:	15SJZ/15SWD	80 GAL Ø26" ROUND
Battery Box:	08WJJ/08VUN	18" STL/AL, 53" BOC
Air Tanks:	04WZJ	11" FOS TANKS
DEF Tank:	15DYP	9.5 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 215" – SBA ≥ 222" – SFA
6x4 55" HAS ≥ 215" – SBA ≥ 222" – SFA
4x2 VARI-RATE ≥ 185" – SBA ≥ 193" – SFA



CRANE MODEL	TRUCK MAKE – MODEL	TRUCK SPEC		DWG NUMBER
680H	PETERBILT 567	CUSTOMER SUPPLIED TRUCK ORDER NUMBER QUO–858001–D0L8G4	PRELIMINARY LAYOUT DRAWING	03641



WEIGHT ANALYSIS

	AXLE RATINGS	BARE TRUCK	MOUNTED UNIT	MOUNTED UNIT WITH LIFT AXLES	
STEER(S)	20000	10900	16618		
PUSHER					
PUSHER					
DRIVE(S)	46000	8400	23200		
TAG					
GROSS		19300	39818		

FEDERAL BRIDGE LAW COMPLIANT: YES

TRUCK EQUIPMENT	CRANE EQUIPMENT
ENGINE CUMMINS X15 500HP 1850FT–LB	SFO
TRANS EATON FULLER RTLO–18918B	
FUEL 80 GAL FUEL, 14 GAL DEF	
AUX 	
EMISSIONS DPF/SCR RH U/C, RH VERT STACK	
BATTERY BOX RH BOC 88"	
NOTES 	

NOTES:
1. ALL DIMENSIONS ARE INCH, WEIGHTS LISTED ARE U.S. POUNDS, UNLESS OTHERWISE SPECIFIED.
2. WEIGHT DISTRIBUTION SHOWN IS APPROXIMATE. FINAL WEIGHT CAN ONLY BE DETERMINED BY A CERTIFIED SCALE AFTER MOUNTING.
3. ALL TRUCKS MUST MEET NATIONAL CRANE MINIMUM TRUCK SPECS UNLESS OTHERWISE SPECIFIED IN WRITING BY NATIONAL CRANE.
4. TRUCKS REQUIRING A FRONT JACK MUST HAVE INTEGRAL FRONT FRAME EXTENSIONS.
5. DIMENSIONS ARE ESTIMATES AND SUBJECT TO CHANGE PENDING INSPECTION OF THE CHASSIS BY NATIONAL CRANE.
6. MOUNTED WEIGHTS INCLUDE FULL TANK OF FUEL, AND ALL STANDARD CRANE EQUIPMENT UNLESS OTHERWISE NOTED.

NATIONAL CRANE by Manitowoc

PRELIMINARY LAYOUT DRAWING

DRAWN	DATE	SHEET	REV
B. ENDY	10/08/21	1 OF 1	A

INTERNATIONAL®

Financial Summary
2024 HV607 SBA (HV607)

March 23, 2023

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$174,664.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$174,664.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surcharge	$1,000.00	
Spare Key/Wheel/Tire,fuel,VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
5% 2024 Build Pricing Increase	$5,854.32	
Total Preparation And Delivery:		$12,854.32
Freight	$3,100.00	
Total Freight:		$3,100.00
Total Factory List Price Including Freight:		$190,618.32
Less Customer Allowance:		($67,677.70)
Total Vehicle Price:		$122,940.62
Total Body/Allied Equipment:		$215,479.00
Total Sale Price:		$338,419.62
Total Per Vehicle Sales Price:		$338,419.62
Net Sales Price:		$338,419.62

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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 · Fax: (952) 656-7159 · Website: www.aspenequipment.com

Cust Name: Roberts Truck Center
Address: 10101 I-20
Midland Tx 79706
Contact:
Phone: 432-697-2241
Fax:

Quote Number: ROBERTS TRUCK CENTER-32-NAT-44939-12-50-v1

Quote Date: 1/13/2023

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Price
1	NC600H-STD	National Crane 20 ton (18,1 mt) standard mount HO outriggers with stowable aluminum floats 17.3' (5,28 m) full span/ 10' (3.04 m) mid span, 180o stable unit with torsion box for a 20' (6,1 m) flatbed, rear underframe mounted RSOD stabilizers 16' (4,8 m) span. Removable outrigger floats included. STANDARD UNITS EQUIPPED WITH THE FOLLOWING: Boom: Full power telescoping cylinder with integral holding valve. Three (3) quick reeve cast iron sheaves. Boom Elevation: One(1) double acting hydraulic lift cylinder with integral holding valve. (-10o to +80o). Load Moment Indicator: RCL displays information on boom length and angle, working radius, rated load and total weight being lifted, WADS Internal anti-two block wiring. Controls: Dual side stand-up operators stations, dual engine throttle (cable only), horn and engine start/stop. Swing: 375o non-continuous rotation with adjustable swing drive. Hydraulic System: Open center type consisting of a fixed displacement, three section, high pressure pump supplies oil to the main control valve and winch control valve. Reservoir capacity 100 gallons (378,5 L), 10 micron return line filter. Ball valve on main suction line. Hoist: Single speed planetary winch. Bare drum pull 10,380 lbs (4.708 kg), low speed. Wire Rope: 325 ft (99,1 m) of 9/16" (14 mm) rotation resistant wire rope. Single line pull 7,700 lbs (3.492,6 kg). Headache Ball: Round downhaul weight with top swivel, 7 ton (6,35 mt) capacity rating. Miscellaneous Standard Equipment: Back up alarm, hour meter in truck cab, outrigger motion alarm, two(2) owner's manuals (English; 1 paper/1 disc) and outrigger monitoring system. PTO and mounting charges not included in standard price. Flatbed is not included. Standard Paint: DuPont Imron 5000 enamel based paint - "National Platinum" color for frame, turret and base boom section; standard "Black" for hydraulic reservoir, SFO, torsion box (frame), inner outriggers and inner boom sections.	$215,479.00
1	680H	24' to 80' telescoping boom (four-section) (NA-Tractor Mounts)	
1	EXTA2B	External A-2-B system in lieu of the standard internal system.	
1	BSA-1	National Steel basket 72"x42" on 2' yoke ext, gravity hung, brake lock	
1	LB2-3	Two and three part reeving, 12.5 ton hook block with one sheave	
1	PBR-R	Rear boom support, anchors to rear of torsion base, removable	
1	WF20SD	NC600E2 20' x 96" Wood Floor (Super Duty) flatbed	
1	NC600H-STD-MNTG	Mounting charge for a clamp on, standard unit on a clean, unobstructed truck frame. Includes hydraulic oil, transmission grease,	

Continued On Next Page

Submitted by,

Jed Fischbach
612-437-7311

- F.O.B.: Bloomington, MN (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

ASPEN EQUIPMENT
HELPING PEOPLE SUCCEED
CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7157 · Website: www.aspenequipment.com

Cust Name: **Roberts Truck Center** **Quote Number:** Quote Date: 1/13/2023
Contact: ROBERTS TRUCK CENTER-32-NAT-44939-12-50-v1
Phone: 432-697-2241
Fax:

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Price
		electronic engine throttle (EET), electronic back up alarm (BUA), ICC safety kit (ISK), cable shift PTO and neutral safety switch. Includes installation of torsion box, RSOD stabilizers, flatbed, rear bumper underride protection, boom rest, neutral safety switch, BUA and EET.	
1	HOT-SHIFT	Hot shift PTO	
1	CRP	Clockwise rotation pump (Automatic Transmission)	
1	MC-SFO	Mounting charge for SFO	
1	RB	Rear bumper underride protection (included on mounted units)	
1	DCPKG	Duty Cycle Burst-of-Speed winch opt, hyd oil cooler w/ elec fan / radiator	
1	SFO	Single front stabilizer for 360° stability	
1	AOFP4	Provide 24" (609 mm) dia. aluminum outrigger pads in lieu of the standard polymeric pads. (total 4-pads)	
1	80066152	National Hose Kit	
1	Aspen Custom	Annual crane inspection with certification label	
1	Delivery	Delivery to Midland, TX	
	Tax Note:	Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice	

Quote Sub Total: $215,479.00

Submitted by,

Estimated Sales Tax: $0.00

Jed Fischbach
612-437-7311

Total: **$215,479.00**

- F.O.B.: Bloomington, MN (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (I.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

ASPEN EQUIPMENT
HELPING PEOPLE SUCCEED

CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 · Fax: (952)656-7159 · Website: www.aspenequipment.com

ASPEN EQUIPMENT, LLC

TERMS AND CONDITIONS OF SALE

1) Offer, Governing Provisions, Cancellation and Termination. This document is an offer or counter-offer by ASPEN EQUIPMENT, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"), it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall oblige Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.

2) Price. Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.

3) Credit Approval; Payment Terms. All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit,. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.

4) Taxes and Other Charges. Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

5) Security Interest. Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.

6) Delivery, Claims and Force Majeure. Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.

7) Retention of title. Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.

8) Work by Others; Safety Devices. Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.

9) Warranties. The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.

10) LIMITATION OF LIABILITY. Seller's liability with respect to the goods or services sold hereunder shall be limited to the warranty provided in Section 9 of these Terms and Conditions and, with respect to any other breaches of its contract with Buyer, shall be limited to the contract price. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or under other theories of law or equity, with respect to goods or services sold by seller, including, without limitation, the sale of goods modified at the request of buyer, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

11) Installation. If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.

12) Assignment. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.

13) No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

14) Cost of Collection. In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.

15) Insurance. Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.

16) Second-hand or used Goods. If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.

17) Services. The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.

18) Compliance. Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.

19) Government Contracts. Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:		Roberts Truck Center
Contact:		Clay Nelson
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	4698-01
Date	3/2/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 174,664.00
Base Chassis List	$ 119,239.00		
Options List	$ 55,425.00		
Sourcewell Contract Discount		36.4%	$ (63,577.70)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 113,086.30
Sourcewell Partner Body			
Aspen Equipment - National Crane NC600H-STD 20 ton crane			$ 215,479.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,854.32
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Bloomington, MN			**$ 338,419.62**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
Silver Package Award	$1,200

Terms:

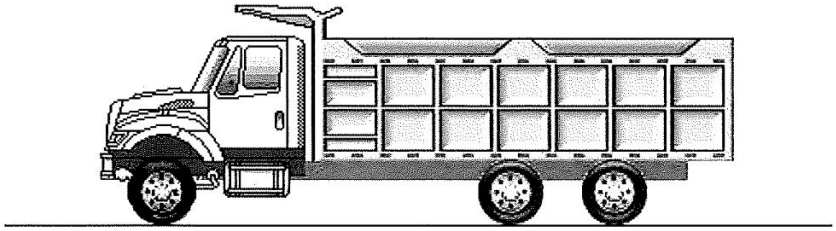
Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

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.

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

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
2025 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 17.91% / 2.23% @ 55 MPH Calc. Geared Speed: 73.4 MPH
DIMENSION:	Wheelbase: 209.00, CA: 134.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 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 HSC 3 (CONTINENTAL), 481 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

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 209.00 Wheelbase, 134.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1572	TOW HOOK, REAR (2)
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : 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
1UAM	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille
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
	Includes : 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
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
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
5AAA	STEERING COLUMN Stationary
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7WCW	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
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
8WEJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

Code	Description
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
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
	Includes : 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
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 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
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln 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
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023

Code	Description
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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 Notes : 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
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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)

Code	Description
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JJD	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust, Cushion and Back Bolsters
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment
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
	Notes : 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
	Includes : 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
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
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
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

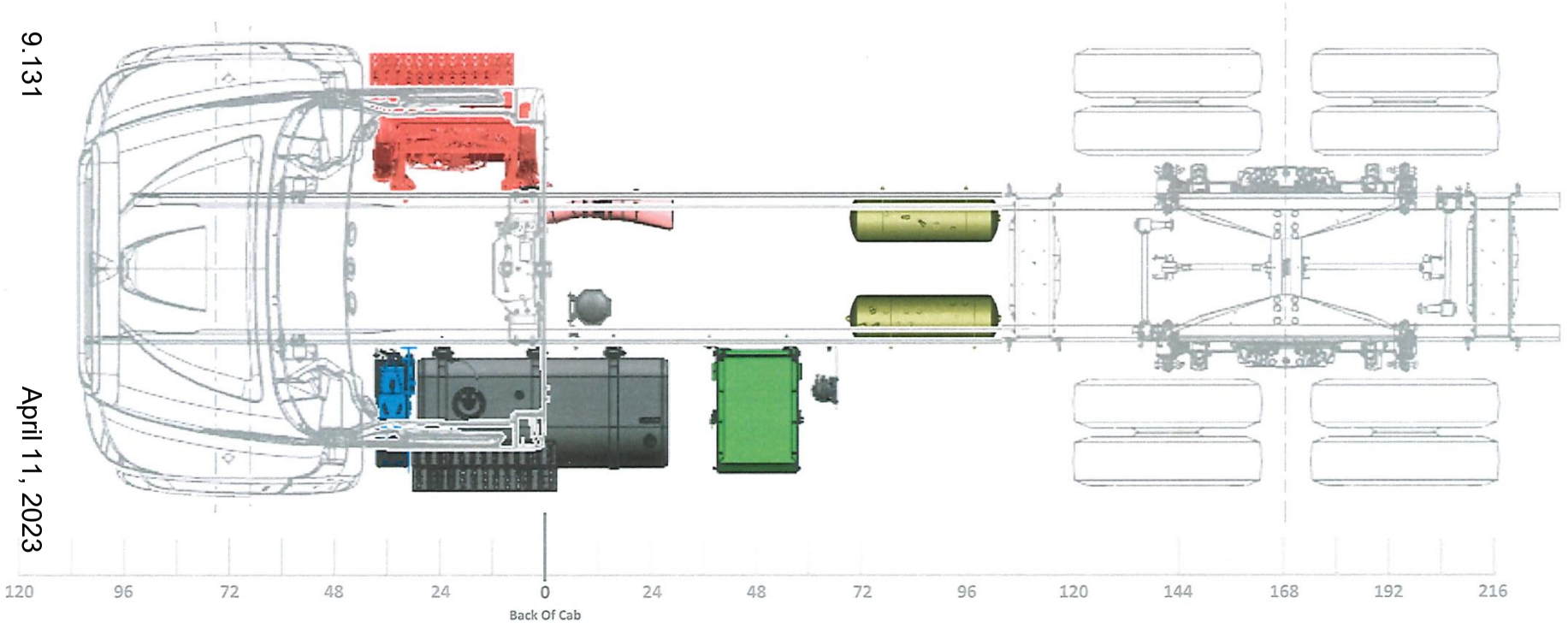
Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLV	HORIZ-HORIZ UC
Fuel Tank:	15SGD	100 GAL 19" DEEP D
Battery Box:	08WEJ/08VTR	18" STL/AL, 35" BOC
Air Tanks:	04WZJ	11" FOS TANKS
DEF Tank:	15WDG	7 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 66" BOC (15LLY)

Minimum Wheelbase
6x4 54" HMX ≥ 215" – SBA ≥ 222" – SFA
6x4 55" HAS ≥ 213" – SBA ≥ 221" – SFA
4x2 VARI-RATE ≥ 191" – SBA ≥ 199" – SFA



INTERNATIONAL®

Financial Summary
2025 HV507 SFA (HV507)

March 14, 2023

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$173,044.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$173,044.00
5% 2024 Build Pricing Increase	$5,419.40	
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surhcarge	$1,000.00	
Spare Key/Wheel/Tire,fuel, VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
Total Preparation And Delivery:		$12,419.40
Freight	$3,100.00	
Total Freight:		$3,100.00
Total Factory List Price Including Freight:		$188,563.40
Less Customer Allowance:		($67,088.02)
Total Vehicle Price:		$121,475.38
Total Sale Price:		$121,475.38
Total Per Vehicle Sales Price:		$121,475.38
Net Sales Price:		$121,475.38

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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
Muni-Body II - ...	Installation Workup • Facility: IDC-IA • Chassis Delivery To Henderson: Truck Dealer/Customer Delivers • Completed Truck Delivery Method: Customer Pick-Up • Chassis Make: Unknown • Dump Body Type: Munibody II (Std/FF) • Floor Length: 11ft Floor Length • Hoist Type: Tele Trun Hoist, Ext Dhouse, add's 1' overall • Cylinder Type: Single Acting • Discharge Type: Frnt Cross Conv & Rear Dis (sel rev valve in hyd, if req'd) • Spinner Assembly Location: Dual Frnt & Rear Spin Assy (triple Spins for X-conv & rear) • Body Material (Sides/ends): Painted Steel Type Body Material • Tailgate Release Type: IDC supplied Electric over air valve • Pressure Protection Valve: In Line Air Valve (All Chassis)	1		97,521.00	97,521.00

Thank you for the opportunity to quote these products today!

Subtotal	
Sales Tax (0.0%)	
Total	

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit • Ladder(s): Supplied/Installed @ Factory (sales to order w/ unit) • Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt • Shovel Holder Loc (1): Driver side body • Tarp Brand: US Tarp (order 86" c/s if using integral shield) • Tarp System: Electric Tarp, Bullet Proof Arms, w/o Wind Deflector • Tarp Material: Black Vinyl (Asphalt rated) • Tarp Length: 13' Body Length or Shorter (BV, US) • Body Spec Notes: • Chassis Accessories: Yes (ELECT RELATED OPTIONS BELOW) • Mudflaps (Rear): Swinging w/Logo • Mudflap Type (Rear): 36" Swinging, SS (with LOGO)				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Fenders: Front Quarter Fenders, Poly (standard) • Pintle Plate: Yes (select from options below) • Pintle Plate Configuration: 3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC) • Pintle Plate D-Rings: Qty (2) 3/4" D-rings • Pintle Hook: 20 Ton • Trailer Plug (1): 7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal) • Truck Wash: Complete Truck Wash/Clean/Vac 1 • Warranty: Standard 1 Year Warranty • Install Touch-up: Basic Installation Touch-Up • Electrical: Yes (SELECT RELATED OPTIONS BELOW) • Power Distribution Panel: Power Distribution Panel • Misc Electrical Supplies: Req'd Misc Elect Supplies • Worklight(s) QTY: (QTY 3) Work Lights (Select type below) • Worklight (1) Type: Flood Light, ABL, 2500 Led • Worklight (1) Gen Location: Front Spinner • Worklight (2) Type: Flood Light, ABL, 2500 Led				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Worklight (2) Gen Location: Rear Spinner • Worklight (3) Type: Flood Light, ABL, 2500 Led • Worklight (3) Gen Location: Rear Spinner • Cab Beacon: LED Beacon, 360 deg w/Mild Steel Stationary Mounting Bracket • Rear Dump Bolster (S/T/T): LED S/T/T, kit (West) (order holes) • Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes with body) • Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit) • Back up alarm: Backup Alarm, 97db • Body up switch/light: Body UP Switch/Body Up Light (Buy) • License Plate Lights: Remount OEM light(s) • Backbone & Wire Standoffs: 10' Backbone (For SA) Electrical Spec Notes: • Hydraulics: Full Hydraulic Package • Hyd Supplier: Certified (Select Pkg Below)				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
	• Hyd Supplier (Spec): 15201798 quote number • Controls Type: Cable Controls • Cable Qty: 1 Function • PTO Type: Included in Hydraulics Package • Reservoir Type: Supplied With Hydraulics • Reservoir Spec: Valve Enclosure Type: Supplied With Hydraulics • Low Oil Indicator: Yes, included in Hyd Pkg • Return Filter: Provided with Hydraulics • Quick Coupler Upgrade: Standard Quick Couplers Hydraulics Notes: • Disclaimer: Paint not guaranteed to match OEM chassis color • IDC Paint Location: IDC-IA • Body Paint Type: Powder Paint • Powdercoat Paint (Body): 12' MKE/3, All from charts non-metal,Blast,Prim,Paint MUNIBody II multi-task body • Discharge Options: Front Cross Conveyor-Front or				

Thank you for the opportunity to quote these products today!	**Subtotal**
	Sales Tax (0.0%)
	Total

Approval Signature

Texas Municipal Equipment,
PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
9/22/2022	10618

Name / Address
City of Midland Accounts Payable PO Box 1152 Midland, TX 79702

Item	Description	Qty	U/M	Rate	Total
Discount	Rear Discharge capabilities • Doghouse Type: Partial Internal Doghouse with Sloped Headsheet • Body Length: 10' body length, 36" sides, 48" tailgate • Side Height: 36" High Sides with pockets for 12" boards • Side to Floor Transition: Standard 22 Degree from Horizontal Slope on Sides •Tailgate/Rear Body Style: Standard Rear BuyBoard Discount **BuyBoard Contract #597-19 (Streets) ** FREIGHT WILL BE ADDED ** ** TO BE MOUNTED & INSSTALLED ON CUSTOMER SUPPLIED CHASSIS **	1		-975.21	-975.21

Thank you for the opportunity to quote these products today!

Subtotal	$96,545.79
Sales Tax (0.0%)	$0.00
Total	$96,545.79

Approval Signature _____

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Miland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	300 N. Loraine St.	10101 W. I-20
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	4720-01
Date	3/13/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV507 6x4 Chassis			$ 173,044.00
Base Chassis List	$ 119,239.00		
Options List	$ 53,805.00		
Sourcewell Contract Discount		36.4%	$ (62,988.02)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 112,055.98
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
			$ -
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,419.40
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Arlington, TX			**$ 121,475.38**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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. Total Price for 8 units $2,065,605.04

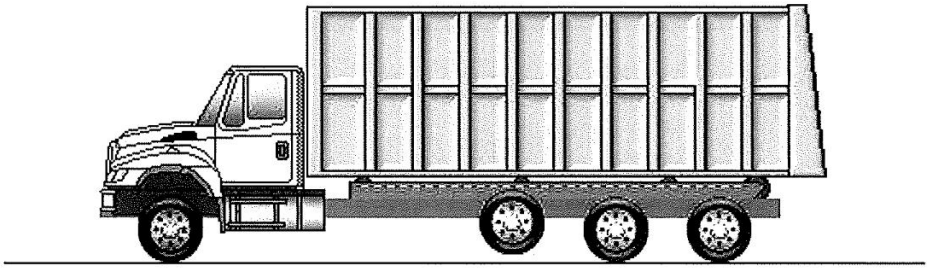
INTERNATIONAL®

March 23, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

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
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 72000. Calc. GVWR: 77220. Calc. GCWR: 80000 Calc. Start / Grade Ability: 14.17% / 1.05% @ 55 MPH Calc. Geared Speed: 83.7 MPH
DIMENSION:	Wheelbase: 256.00, CA: 188.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 256.00 Wheelbase, 188.90 CA, and 59.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle
4JNJ	SLACK ADJUSTER, PUSHER AXLE {Haldex} Automatic; for Single Pusher Axle
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
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes

Code	Description
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted

Code	Description
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Code	Description
	Includes : FAN Nylon
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
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 4.89
14RAB	AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside And Outside Cab; Includes Pressure Gauge and Lift/Lower Switch Inside Cab; Pressure Gauge and Pressure Regulator Outside Cab
14UAC	AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations
14WCP	TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

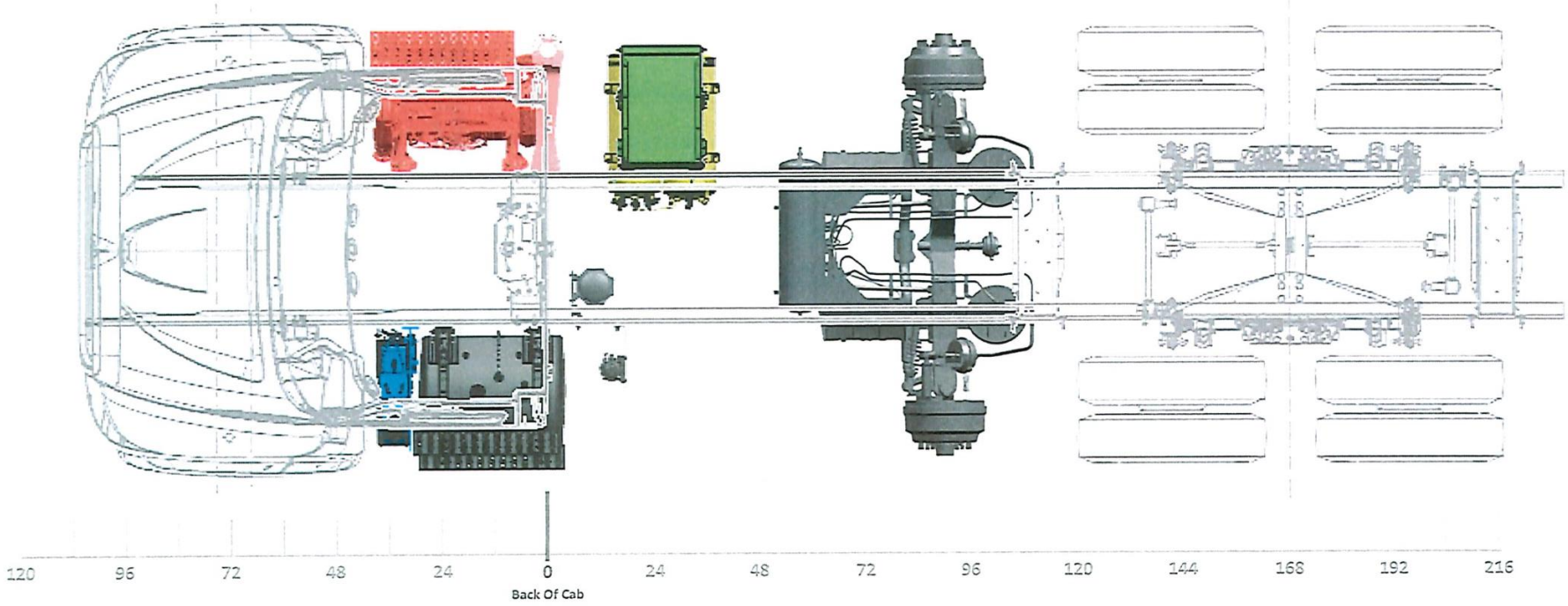
Code	Description
14WNH	AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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 Notes : 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 Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

Code	Description
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
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
34ACJ	WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>
7382135438	(2) TIRE, PUSHER 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7382135438	(8) TIRE, REAR 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Roll Off USA hoist body

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLW	HORIZ-VERTICAL UC
Fuel Tank:	15SWE/15SWG	70 GAL Ø26" ROUND
Battery Box:	08VUJ/08VUK	18" STEEL/ALUMINUM
Air Tanks:	04VKK	12" PERPENDICULAR
DEF Tank:	15DYP	9.5 GAL
Engine:		2021 L9

General Configuration Information
TRUCK CONFIGURATION AIR DRYER INSIDE LT (04VKC)
SINGLE PUSHER AXLE 14WLM – 20K NON-STEER 14WNM – 20K STEER (SHOWN)
AVAILABLE PUSHER AXLE SPACINGS AHEAD OF DRIVE AXLE – 49", 54", 55", 72", 100"

Minimum Wheelbase
6x4 54" HMX ≥ 224" – 54" SPACING – SBA ≥ 232" – 54" SPACING – SFA



April 11, 2023
9.147
PACKET

INTERNATIONAL®

December 28, 2022

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 15.92% / 1.29% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ADG	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0779265	19220		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XDS	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUK	55560	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014HRW	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								64000
Calculated GVWR								64000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRW	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012ESN	80000				
Calculated GCWR							80000

* GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.
** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.
*** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.
**** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.

Quote

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

Order Number: 0047858
Order Date: 3/22/2023

Salesperson: HOUS
Customer Number: ROBTRU

Sold To:
Roberts Truck Center
4510 AVE A
ARIC - 806-763-8213
Lubbock, TX 79404
Confirm To:
ARIC TEAGUE 806-789-6980

Ship To:
Roberts Truck Center
CPU
8567 US HWY 70
Mead, OK 73449

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

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HO6022Q	EACH	1.000	0.000	0.000	31,000.000	31,000.00
HOIST QUICKMOUNT 60K			Whse: 000			
SN: TBD						
Bill Option 6 Option01 KENWORTH TRUCK						
Bill Option 9 Option01 WINDOW SCREEN						
TRUCK VIN: TBD						
POLY FENDERS						
40 GAL HYD TANK 7ga (4 BOLTS 3 WELDS) -STANDARD SIDE MOUNT						
INSIDE CAB CONTROLS						
5 BANK VALVE W/HARD PLUMBING						
1/2" X 4" APPROACH RAMPS						
OPEN FRONT TOOL BOX						
ROA MUD FLAPS						
HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION						
LED LIGHTS						
APRON SET FOR KENWORTH T880 TRUCK - **** NEED TO VERIFY ****						
REAR WINDOW SCREEN						
PAINTED GLOSS BLACK						
HOTARPERPION1	EACH	1.000	0.000	0.000	8,000.000	8,000.00
PIONEER TARPER RP4500SARG			Whse: 000			
SN: TBD						
PIONEER 4500 SARG TARPER						
HO-HOIMOU	EACH	1.000	0.000	0.000	6,250.000	6,250.00
HOIST MOUNTED (LABOR)			Whse: 000			
HOIST AND TARPER MOUNT						
****** CHASSIS TO ARRIVE IN SPRING 2024 ******						
**** QUOTE VALID FOR 90 DAYS ****						

Net Order:	45,250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	45,250.00

Financial Summary
2025 HV607 SBA (HV607)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$185,695.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$185,695.00
Navistar Materials Surcharge	$2,000.00	
Navistar Tire Surcharge	$1,000.00	
Spare Key/Tire/Wheel, Fuel, VIT	$2,500.00	
Three months flooring coverage	$1,500.00	
5% 2024 Build Pricing Increase	$7,989.05	
Total Preparation And Delivery:		$14,989.05
Freight	$3,100.00	
Freight from Durant OK to Midland TX	$1,125.00	
Total Freight:		$4,225.00
Total Factory List Price Including Freight:		$204,909.05
Less Customer Allowance:		($71,692.98)
Total Vehicle Price:		$133,216.07
Total Body/Allied Equipment:		$45,250.00
Total Sale Price:		$178,466.07
Total Per Vehicle Sales Price:		$178,466.07
Net Sales Price:		$178,466.07

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:

_____
Official Title and Date

_____
Authorized Signature

Accepted by Purchaser:

_____
Firm or Business Name

_____
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.

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:		Roberts Truck Center
Contact:		Clay Nelson
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	4693-01
Date	3/23/223
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 185,695.00
Base Chassis List	$ 119,239.00		
Options List	$ 66,456.00		
Sourcewell Contract Discount		36.4%	$ (67,592.98)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 120,102.02
Sourcewell Partner Body			
Roll-Offs USA Hoise body			$ 45,250.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Durant OK to Midland TX			$ 1,125.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 7,989.05
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Durant, OK			**$ 178,466.07**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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.

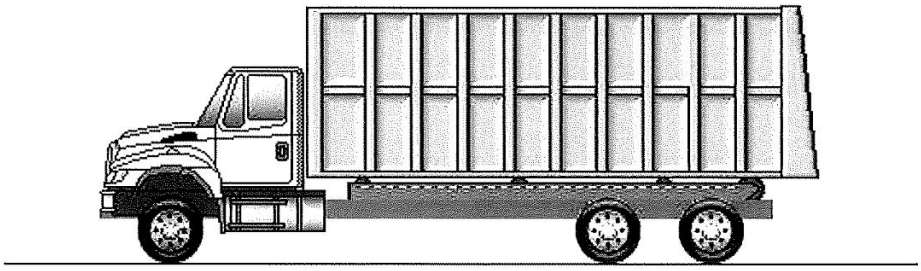
INTERNATIONAL®

March 22, 2023

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
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
2025 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 64000. Calc. GVWR: 64000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 16.00% / 1.28% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 252.00, CA: 184.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 252.00 Wheelbase, 184.90 CA, and 59.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
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
	Includes : 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
4732	DRAIN VALVE {Berg} with Pull Chain, 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
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 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
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDS	BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle
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

Code	Description
4XEE	PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
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
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : 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
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

Code	Description
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
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
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
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
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WL"
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
10BAE	LABEL, DEF "DEF ONLY"
10JPA	CUSTOMER IDENTITY for Sourcewell
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
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
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESN	ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, 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 Federal, 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
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral
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
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRW	AXLE, REAR, TANDEM {Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends . Gear Ratio: 4.89
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJZ	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer

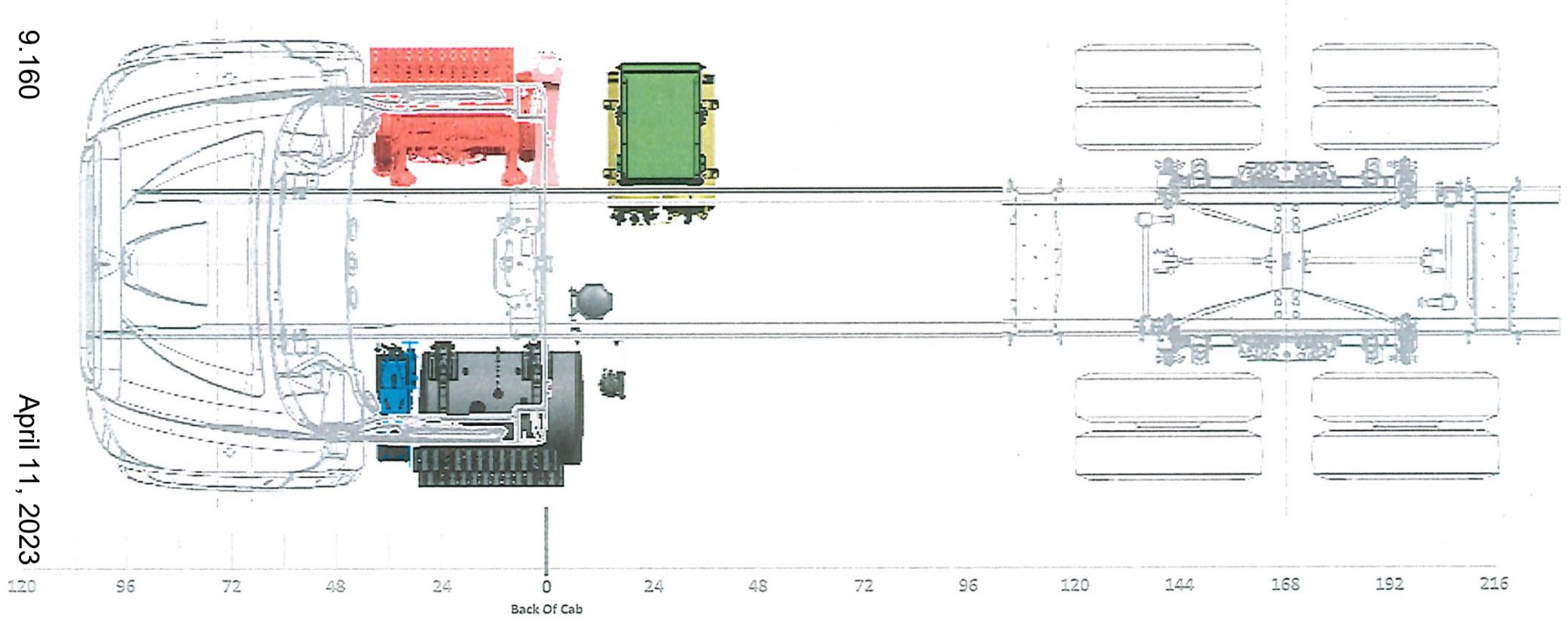
Code	Description
	Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, 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} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
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 Notes : 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 Includes : 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
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
26DUN	WHEEL, SPARE, DISC {Accuride 29807} 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, for Front Application Only
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
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

Code	Description
7382135432	(8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Roll-Offs USA Hoist Body

Model/Feature Information		
Model:		HV607 SBA/HV507 SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BLW	HORIZ-VERTICAL UC
Fuel Tank:	15SJZ/15SWD	80 GAL Ø26" ROUND
Battery Box:	08VUJ/08VUK	18" STEEL/ALUMINUM
Air Tanks:	04VKK	12" PERPENDICULAR
DEF Tank:	15DYP	9.5 GAL
Engine:		B6.7, L9

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT (04VKC)
STD FUEL FILTER - ON ENGINE DAVCO FUEL FILTER – OUTSIDE LT 15" BOC (15LMA)

Minimum Wheelbase
6x4 54" HMX ≥ 171" – SBA ≥ 179" – SFA
6x4 55" HAS ≥ 165" – SBA ≥ 173" – SFA
4x2 VARI-RATE ≥ 148" – SBA ≥ 156" – SFA



INTERNATIONAL®

December 28, 2022

Prepared For:
CITY OF MIDLAND
Eloy Silinas
300 N Loraine St.
Midland, TX 79701-4725
(432)685 - 7451
Reference ID: Roll-HV 10/22

Presented By:
ROBERTS TRUCK CENTER
Clay Nelson
10101 W INTERSTATE 20
MIDLAND TX 79706 - 2638
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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.

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AXLE CONFIG:	6X4
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 72000. Calc. GVWR: 76350. Calc. GCWR: 80000 Calc. Start / Grade Ability: 14.05% / 1.09% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 256.00, CA: 188.90, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 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
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AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, R Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARZ	18000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003ACR	18000					
	WHEELS, FRONT	0027DUN	23000	TIRE, FRONT	0779265	19220		
Front GAWR							18000	
Pusher Component Ratings	WHEELS, LIFT AXLE PUSHER	0034ABU	20000	TIRE, PUSHER LIFT AXLE	0770249	12350		
	AXLE, PUSHER, LIFT TYPE	0014WNM	20000					
Pusher GAWR							12350	
Rear Component Ratings	BRAKES, REAR	0004XDS	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUK	55560	TIRE, REAR	0738213	48040		
	AXLE, REAR, TANDEM	0014HRW	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	SPECIAL RATING, GVWR	0010NZL	80000					
	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								76350
Calculated GVWR								76350

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRW	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012ESN	80000				
Calculated GCWR							80000

* GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.
** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.
*** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.
**** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.

Financial Summary
2025 HV607 SBA (HV607)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$169,986.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$169,986.00
Navistar materials surcharge	$2,000.00	
Navsitar tire surcharge	$1,000.00	
Spare Key/Wheel/Tire,fuel,VIT	$2,500.00	
Three Months Flooring Coverage	$1,500.00	
5% 2024 Build Pricing Increase	$5,387.60	
Total Preparation And Delivery:		$12,387.60
Freight	$3,100.00	
Freight from Durant OK to Midland TX	$1,125.00	
Total Freight:		$4,225.00
Total Factory List Price Including Freight:		$186,598.60
Less Customer Allowance:		($65,974.90)
Total Vehicle Price:		$120,623.70
Total Body/Allied Equipment:		$45,250.00
Total Sale Price:		$165,873.70
Total Per Vehicle Sales Price:		$165,873.70
Net Sales Price:		$165,873.70

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:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

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.

Quote

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

Order Number: 0047858
Order Date: 3/22/2023

Salesperson: HOUS
Customer Number: ROBTRU

Sold To:
Roberts Truck Center
4510 AVE A
ARIC - 806-763-8213
Lubbock, TX 79404
Confirm To:
ARIC TEAGUE 806-789-6980

Ship To:
Roberts Truck Center
CPU
8567 US HWY 70
Mead, OK 73449

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

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HO6022Q	EACH	1.000	0.000	0.000	31,000.000	31,000.00
HOIST QUICKMOUNT 60K			Whse: 000			
SN: TBD						
Bill Option 6 Optio:01 KENWORTH TRUCK						
Bill Option 9 Optio:01 WINDOW SCREEN						
TRUCK VIN: TBD						
POLY FENDERS						
40 GAL HYD TANK 7ga (4 BOLTS 3 WELDS) -STANDARD SIDE MOUNT						
INSIDE CAB CONTROLS						
5 BANK VALVE W/HARD PLUMBING						
1/2" X 4" APPROACH RAMPS						
OPEN FRONT TOOL BOX						
ROA MUD FLAPS						
HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION						
LED LIGHTS						
APRON SET FOR KENWORTH T880 TRUCK - **** NEED TO VERIFY ****						
REAR WINDOW SCREEN						
PAINTED GLOSS BLACK						
HOTARPERPION1	EACH	1.000	0.000	0.000	8,000.000	8,000.00
PIONEER TARPER RP4500SARG			Whse: 000			
SN: TBD						
PIONEER 4500 SARG TARPER						
HO-HOIMOU	EACH	1.000	0.000	0.000	6,250.000	6,250.00
HOIST MOUNTED (LABOR)			Whse: 000			
HOIST AND TARPER MOUNT						
****** CHASSIS TO ARRIVE IN SPRING 2024 ******						
**** QUOTE VALID FOR 90 DAYS ****						

Net Order:	45,250.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	45,250.00

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:		Roberts Truck Center
Contact:		Clay Nelson
Address:		
City/State/Zip:		
Phone:		
Email:		

Proposal Number	4699-01
Date	3/2/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International HV607 6x4 Chassis			$ 169,986.00
Base Chassis List	$ 119,239.00		
Options List	$ 50,747.00		
Sourcewell Contract Discount		36.4%	$ (61,874.90)
Volume Incentive			$ -
Material Price Increases			$ 2,000.00
Net Sourcewell Chassis Price			$ 110,111.10
Sourcewell Partner Body			
Roll-Offs USA Hoise body			$ 45,250.00
			$ -
Handling Fee			$ -
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Additional Freight			
Freight from Durant OK to Midland TX			$ 1,125.00
			$ -
Additional Floorplan			
			$ -
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 2,500.00
5% 2024 Build Pricing Increase			$ 5,387.60
Three months flooring coverage			$ 1,500.00
Final Sourcewell Customer Price FOB Durant, OK			**$ 165,873.70**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	$200
A26 Incremental Parts Credit - Fleet Charge only	$200
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.

City Council Meeting

Item Number: 10

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE ENVIRONMENTAL COMPLIANCE SAMPLING PROJECT IN THE AMOUNT OF $83,354.00 TO TALON/LPE, LTD.; AND APPROVING $20,838.50 FOR CONTINGENCIES (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Meeting Date DisplayResolution awarding a contract for the Environmental Compliance Sampling Project to Talon/LPE, Ltd of Midland, Texas for the Utilities Department for the amount of $83,354.00; approving $20,838.50 for contingencies; for a total cost of $104,192.50.

Recommended City Council Action:

Approve

Fiscal Impact:

$104,192.50 is available in the FY 2023 Water & Sewer Fund operating budget.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Environmental Compliance Sampling Project for the Utilities Department. The bid request was sent to forty-one (41) companies. We received four (4) bids. Staff recommends awarding a contract to Talon/LPE, Ltd. The project timeline is projected at 120 calendar days. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Environmental Compliance Sampling Project for the Utilities Department to Talon/LPE, Ltd of Midland, Texas for the amount of $83,354.00; approving $20,838.50 for contingencies; for a total cost of $104,192.50.

Tina Daug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE ENVIRONMENTAL COMPLIANCE SAMPLING PROJECT IN THE AMOUNT OF $83,354.00 TO TALON/LPE, LTD.; AND APPROVING $20,838.50 FOR CONTINGENCIES

WHEREAS, the City Manager approved plans and specifications and authorized the advertisement for bids for the Environmental Compliance Sampling Project; and

WHEREAS, bids were opened on March 22, 2023, with the lowest bid being submitted by Talon/LPE, Ltd., in the amount of $83,354.00 as shown on the bid tabulation attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Talon/LPE, Ltd., for the Environmental Compliance Sampling Project; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Talon/LPE, Ltd., for the Environmental Compliance Sampling Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $20,838.50 for contingencies;

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 Talon/LPE, Ltd., for the Environmental Compliance Sampling Project for an amount of $83,354.00. Said contract being in a form substantially similar to that of Exhibit B, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $20,838.50 for contingencies is hereby approved.

SECTION THREE. That funds shall be available in the FY 2023 Water & Sewer Fund operating budget.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Talon/LPE, Ltd., pursuant to the terms of said contract 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., 2023, 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:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2023\Contracts\Award Contract Environmental Compliance Sampling Project - .wpd

To: Erika Martinez, Purchasing Manager

From: Carl Craigo, Utilities Director

Subject: Consider a Resolution Awarding a Contract for the Environmental Compliance Sampling for the Utilities Department to Talon LPE, Bid 23002819.

Date: 04/11/2023

The TCEQ wastewater permit #WQ0010223001 requires extensive sampling and testing of both soil and groundwater of the land application areas at Spraberry and the Plant Farm. Annual soil sampling of 60 sites, 80 acres each in size, and semi-annual groundwater sampling of 53 groundwater monitor wells are all included in this bid.

There were (4) bidders for the Environmental Compliance Sampling. The City recommends awarding the lowest bidder, Talon LPE, for a base bid of $83,354.00 with a 25% contingency for a not to exceed amount of $104,192.50. The funds will be provided out of the Environmental Compliance operating budget.

City of Midland -Exhibit "A"

BID # 23002819 Environmental Compliance Sampling OPENED March 22, 2023			Broadbent & Associates Inc 113 Falls Court, Suite 700 Boerne TX 78006 jbell@broadbentinc.com		Ensolum, LLC 8330 LBJ Freeway Ste 830 Dallas TX 75243 aager@ensolum.com		SWCA Enviromental Consultants 4949 N Loop 1604 W Ste. 235 San Antonio TX 78249 peter.vanzandt@swca.com		Talon LPE 2901 State Highway 349 Midland TX. 79706 hmcconnell@talonlpe.com	
ITEM	QTY	DESCRIPTION	YEARLY COST	TOTAL	YEARLY COST	TOTAL	YEARLY COST	TOTAL	YEARLY COST	TOTAL
1	1	Groundwater Monitoring Wells Sampling		$48,000.00		$66,334.00		$70,185.00		$38,972.00
2	1	Soil Sampling (Geoprobe, 600 Holes)		$56,000.00		$93,410.00		$58,806.00		$44,382.00
		TOTALS:		$104,000.00		$159,744.00		$128,991.00		$83,354.00

Bidding Summary:

41 Bid requests were issued.

4 Bids listed above

4 NO BIDS were received.

33 Bidders did not respond.

CITY OF MIDLAND
SERVICE CONTRACT
 # 23002819
Environmental Compliance Sampling

THIS CONTRACT, effective this 12th day of April 2023, by and between the City of Midland, hereinafter referred to as the "CITY" and Talon/LPE, Ltd., hereinafter referred to as the "COMPANY".

Projected Annual Cost: $83,354.00

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

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

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

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

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

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

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

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

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

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

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

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

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

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

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of two (2) year commencing on April 12, 2023 and terminating on April 12, 2025 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of two (2) one (1) additional years. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

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

9. COMPANY shall:

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

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

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

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

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

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

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

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

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

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

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

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. Talon/LPE, Ltd.
921 N Bivins
Amarillo, TX 79107-6806

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

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

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

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

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

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

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

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

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

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

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

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of

COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

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

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

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

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

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

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

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

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect

insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

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

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

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

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

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

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the

approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

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

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

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

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

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

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Talon/LPE, Ltd., 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 _____, 2023.

_____
Notary Public, State of _____

CITY OF MIDLAND

PURCHASING DIVISION DATE: 2/23/2023

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 23002818**

OPENING TIME: 2:00 PM **CLOSING DATE: 3/22/2023**

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

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 2:00 P.M. 3/22/2023 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:
Utilities,3600 E IH 20, Midland, Texas 79706

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Labor, material, equipment and supervision necessary for Environmental Compliance Sampling in accordance with the attached detail sheet, specifications and contract.	TOTAL	see detail sheet

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. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE.** MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

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: Talon LPE
ADDRESS 2901 State Highway 349
CITY Midland ST TX ZIP 79706
PHONE NO. 432-631-5750 FAX NO.
EMAIL: hmcconnell@talonlpe.com

CASH DISCOUNT: % DAYS

DELIVERY CAN BE MADE

AUTHORIZED SIGNATURE

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

THE CITY OF MIDLAND

DETAIL SHEET

FOR 23002819

Environmental Compliance Sampling

ITEM	DESCRIPTION	YEARLY COST
1	Groundwater Monitoring Wells Sampling	$38,972.00
2	Soil Sampling (Geoprobe, 600 holes)	$44,382.00
	TOTAL	$83,354.00 HWM

1. **VENDOR CONTACT:**

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

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

OR

FAX: (432) 685-0523
E-mail: purchasing@midlandtexas.gov

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

Award:

The City may award a contract or purchase order to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The City will be solely responsible for the determination of what constitutes best value in accordance with the applicable Section 252.043 of the Local Government Code.

BID WAIVERS:

A. <u>WAIVER OF ATTORNEY FEES</u>: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT

IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

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

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

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

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

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

Talon LPE Ltd	3/22/23
Company Name	Date
Authorized Signature	432-631-5750
	Phone
Hank W. McConnell	hmcconnell@talonlpe.com
Print Above Name	Fax

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

PACKET 10:25

Signature of vendor doing business with the governmental entity

Date April 11, 2023

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

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

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

No-Bid
Response
For
Request #: 23002819

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Agent
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

or

Fax to: (432) 685-0523

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

☐ Cannot provide items requested.

☐ Cannot be competitive.

☐ Cannot meet the specifications in the request.

☐ Cannot provide the liability insurance required by the City of Midland.

☐ Cannot provide the Worker's Compensation Insurance required by the City of Midland.

☐ Cannot provide the required bonding.

☐ Cannot comply with the indemnification requirements.

☐ Job too large.

☐ Job too small.

☐ Do not wish to do business with the City of Midland.

☐ Other. Please explain below:

_____

_____

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523. IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.

Monitor Well Installation and Sampling

City of Midland
Irrigation Plant Farm #1
Midland (Midland County), TX

Prepared for:
The City of Midland
300 North Loraine
P.O. Box 1152
Midland, TX 79702

C&S Project No.: COM2001

Prepared by:
C & S Consulting
a division of C&S Lease Service, L.C.
P.O. Box 1049
Kilgore, Texas 75662



September 2020

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1 INTRODUCTION

C&S Consulting (C&S) was retained by the City of Midland to complete the following scope of work at Plant Farm Irrigation Site No. 1 located near 3600 Farm-to-Market Road 307 in Midland County, Texas 79706:

1.1 Purpose and Scope

Field Event Scope:

- Drill and complete (4) 4-inch monitoring wells (PFMW-24 through PFMW-27) and replace one (1) existing 4-inch well (PFMW-12). (Upon inspection of PFMW-12 by C&S, it was noted that the well could be repaired. PFMW-12 was then flushed and re-developed.)
- Develop and sample the completed and/or re-completed wells for predetermined parameters listed below (Section 5; Well Purge and Sample Collection).

This field event has been completed to assist the city of Midland with furthering its purpose of compliance with terms stated in Other Requirement No. 27 [Interim I Phase (Disposal via Surface Irrigation)] of the permit to discharge wastes under provisions of Chapter 26 of the Texas Water Code, Permit No. WQ0010223001. This permit was issued January 14, 2020, and renewed through January 14, 2025, for domestic wastewater treatment operations.

1.2 Site Description

The Site is located northeast of the intersection of Garden City Highway and Interstate 20 near Midland, Texas. Plant Farm Irrigation Site No. 1 is roughly 2,000 acres in area and centered roughly around GPS point 31.986032, -102.002606.

1.3 Special Terms and Conditions

This document was prepared for use by the city of Midland. No other party should rely on the information contained herein without prior written consent of both C&S and the City of Midland.

1.4 Limitations and Exceptions of Assessment

This report was prepared in accordance with the Scope of Work described in Section 1.1.

The work conducted by C&S is limited to the services agreed to with the City of Midland. No other services beyond those explicitly stated should be inferred or implied. The findings of this report are based on data derived from field observations and analyses of samples of environmental media collected during the investigation.

2 GEOSCIENCE

Mr. Rob Pierson and Mr. Dustin Henderson, both professional geoscientists with C&S, conducted and oversaw all geologic activities relating to monitor well installation, drill cutting sampling, well development, well purging and sample collection, geologic log preparation and reporting for the City of Midland at the Plant Farm Irrigation Site No. 1 in Midland County, Texas.

3 MONITORING WELL DRILLING AND COMPLETION

C&S mobilized to the site on August 18, 2020 and began drilling operations. The schedule of activities is provided below:

August 18 – Mobilize to site.
August 19 – Drilled and set PFMW-24.
August 20 – Drilled and set PFMW-25.
August 21 – Drilling PFMW-26; mud pump failure.
August 22,23 – Washed out drilling mud from PFMW-24 and PFMW-25; jetted for 2-3 hours each; installed surface completions with four bumper post at each well (PFMW-24, PFMW-25); Attempted wash out and jet of PFMW-12 (broken off down-hole), dug out and attached new casing below broken casing, and tried to wash down to bottom but fluids going in the hole were getting absorbed into the upper sand and gravel seams, could not get good returns.
August 24 – Drilling PFMW-26, lost circulation and lost about 2-3 pit volumes because of hole conditions, pumped loss circulation material (LCM) to seal off water loss zone.
August 25 – Set PFMW-26; Moved over to PFMW-12 and ran in well with steel pipe and washed down to bottom using rig mud pump.
August 26 – Cleaned well out and jetted PFMW-12 and PFMW-26; Drilled and set PFMW-27; poured surface completions and set bumper post on PFMW-26 and PFMW-12; Washed out and jetted PFMW-27.
August 27 - Installed surface completion and bumper post at PFMW-27; Demobilize rig/drill crew; Sampled all five (5) wells and delivered samples to the lab.
August 28 – Demobilization of remaining crew.

Well construction diagrams and associated remarks for the completion of each well can be noted on the attached soil boring logs (Appendix A).

4 SURVEYING

C&S engaged West Company of Midland, LLC to survey in the four (4) newly installed wells as

well as the recompleted PFMW-12. The survey data can be reviewed in the attached Figure 4.

5 WELL PURGE AND SAMPLE COLLECTION

Groundwater elevation measurements and samples were collected on August 27, 2020. All non-disposable equipment, including the oil/water interface probe, were decontaminated after use at each well.

All wells were sampled by low flow "micropurge" techniques. This method requires purging at least one well volume and allowing the field parameters (pH, specific conductance, temperature, etc.) to stabilize prior to sampling. Purged water from the wells was collected in 55-gallon drums and disposed of at the treatment facility.

All groundwater samples were collected and analyzed for sulfate, total dissolved solids, chloride, iron, ammonia, nitrate as nitrogen, total nitrogen, total phosphorus, fecal coliform, and pH. Samples were collected in new, clean containers, provided by the laboratory, with preservative when necessary and placed in an iced cooler. Xenco Labs of Midland, Texas performed the analyses in accordance with Environmental Protection Agency's (EPA) or Texas Commission on Environmental Quality's (TCEQ) approved methods.

6 ANALYTICAL RESULTS

Lab data is included as an addendum in table form (Table 2) with complete analytical report following in Appendix F.

Dustin L. Henderson
Professional Geoscientist #10468
C&S Consulting



Tables

City of Midland
Irrigation Plant Farm #1
Groundwater Analytical Table

	Method	SM9223		EPA 300		EPA 300		EPA 300	
	Analyte	E. Coli (enumeration)		Chloride		Nitrate as N		Nitrite as N	
	Units	MPN/100ml		mg/l		mg/l		mg/l	
Sample ID	Date Collected	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
PFMW-12	8/27/2020	<1.00		1260	D	29.6	D	0.454	
PFMW-24	8/27/2020	<1.00		679	D	6.59		0.341	
PFMW-25	8/27/2020	<1.00		1040	D	11.9		0.388	
PFMW-26	8/27/2020	261		832	D	8.24		2.93	
PFMW-27	8/27/2020	7.5		1380	D	13.8		0.429	
Groundwater Delineation and Remedation Limits									

Qualifiers:

D: The sample(s) were diluted due to targets detected over the highest point of the calibration curve, or due to matrix interference.

K: Sample analyzed outside of recommended hold time.

Bold and Highlighted: Concentrations above RRC Class 1 and Class 2 Groundwater Delineation and Remedation Limits

* Not a Maximum Contaninant Level based on RRC Class 1 and Class 2 Groundwater Delineation and Remedation Limits

City of Midland
Irrigation Plant Farm #1
Groundwater Analytical Table

	Method	EPA 300		EPA 350.1		EPA 351.2	
	Analyte	Sulfate		Nitrogen, Ammonia (as N)		Nitrogen, Total	
	Units	mg/l		mg/l		mg/l	
Sample ID	Date Collected	Result	Qualifier	Result	Qualifier	Result	Qualifier
PFMW-12	8/27/2020	1180	D	<0.100		<0.200	
PFMW-24	8/27/2020	1130	D	<0.100		0.269	
PFMW-25	8/27/2020	1290	D	<0.100		<0.200	
PFMW-26	8/27/2020	1060	D	<0.100		0.950	
PFMW-27	8/27/2020	2000	D	0.116		0.437	
Groundwater Delineation and Remedation Limits							

. Dilution factors are included in the final results. The result is from a diluted sample.

City of Midland
Irrigation Plant Farm #1
Groundwater Analytical Table

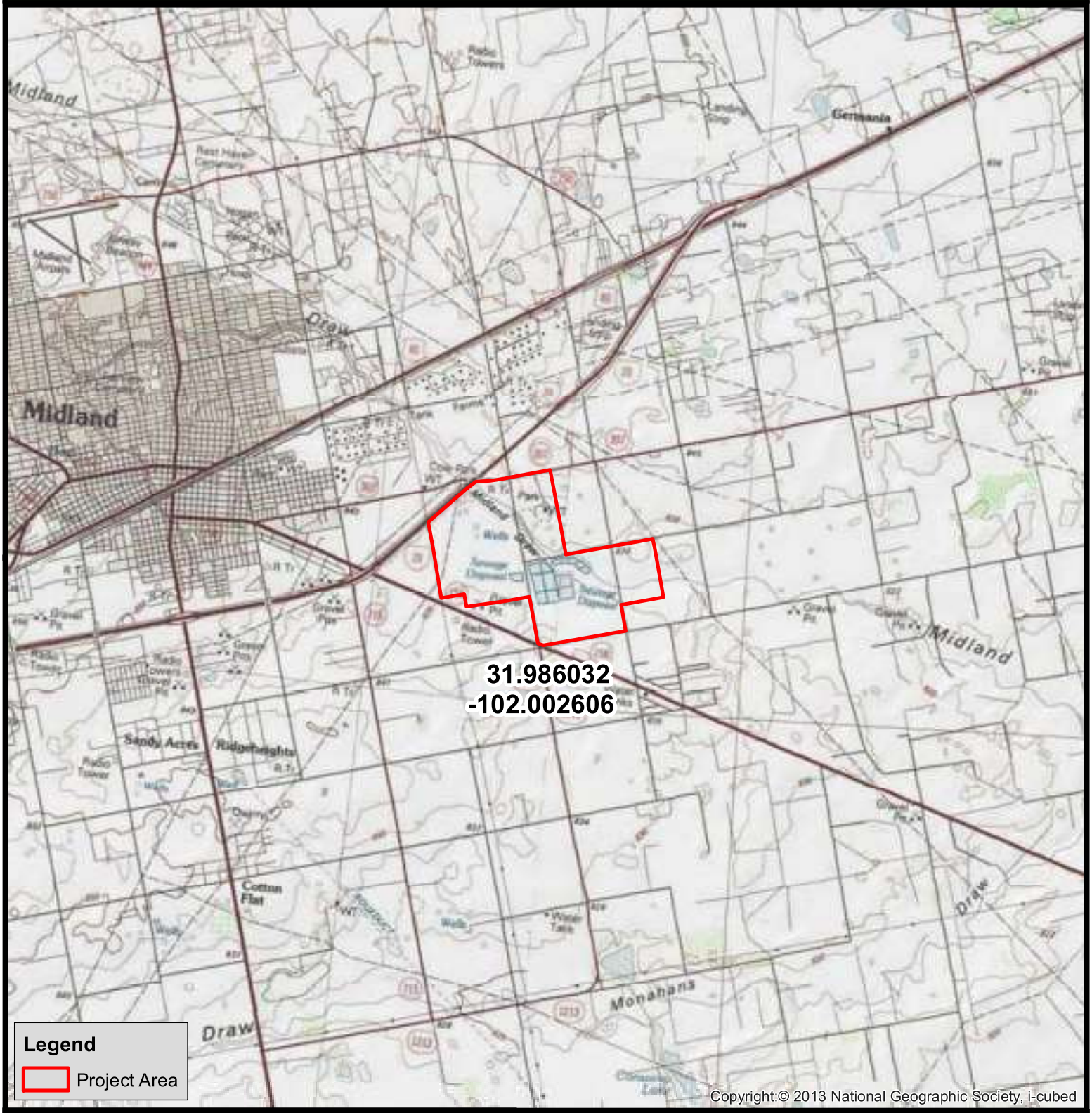
	Method	EPA 200.7		SM2540C		Total Nitrogen		EPA 365.1		SM4500-H		SM4500-H	
	Analyte	Iron		Total Dissolved Solids		Total Nitrogen (calculated)		Total Phosphorus (as P)		Temperature		pH	
	Units	mg/l		mg/l		mg/l		mg/l		Deg. C		SU	
Sample ID	Date Collected	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
PFMW-12	8/27/2020	2.33		3690		30.05		0.0813		24.2	K	6.96	K
PFMW-24	8/27/2020	0.383		2890		7.200		0.0274		24.2	K	7.26	K
PFMW-25	8/27/2020	<0.200		2620		12.26		0.0207		24.2	K	7.05	K
PFMW-26	8/27/2020	<0.200		2180		12.12		0.0583		24.2	K	7.02	K
PFMW-27	8/27/2020	0.381		3330		14.67		0.0589		24.2	K	7.24	K
Groundwater Delineation and Remedation Limits				-		-		-		-		-	

TABLE 2
Groundwater Meaurements
City of Midland - Irrigation Plant Farm #1

Monitor Well ID	Date Gauged	Well Diameter (Inches)	Screen Interval (Feet)	Total Depth of Well (Feet)	TOC Elevation (Feet)	Depth To Water (Feet)	Water Elevation (Feet)
PFMW-12	8/27/2020	4	31-151	151	2746.78	47.67	2699.11
PFMW-24	8/27/2020	4	22-102	102	2740.70	23.54	2717.16
PFMW-25	8/27/2020	4	47-132	132	2758.51	48.88	2709.63
PFMW-26	8/27/2020	4	36-116	116	2741.81	35.66	2706.15
PFMW-27	8/27/2020	4	18-98	98	2728.98	21.87	2707.11

Figures

Figure 1: Area Location Map

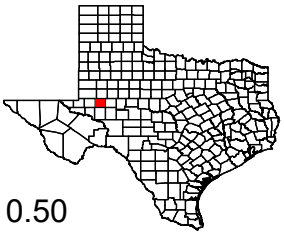


City of Midland

City of Midland Project
C&S Job #COM2001
Midland County, TX
September 2020

PACKET

N
W
E
S



10.50

Source: National Geographic Society

C&S CONSULTING

April 11, 2023

0 1 2 3 Miles

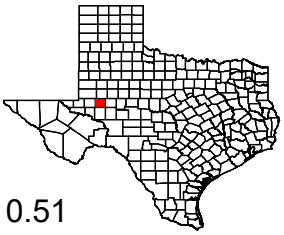
Figure 2: City of Midland, Irrigation Site No. 1 Site Map



City of Midland

City of Midland Project
C&S Job #COM2001
Midland County, TX
PACKET
September 2020

N
W
E
S



10.51

Source: Bing Maps

C&S CONSULTING

April 11, 2023

0 2,000 4,000 Feet

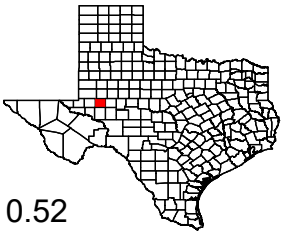
Figure 3: City of Midland, Irrigation Site No. 1, Subject Monitoring Well Site Map



City of Midland

City of Midland Project
C&S Job #COM2001
Midland County, TX
PACKET
September 2020

N
W
E
S



10.52

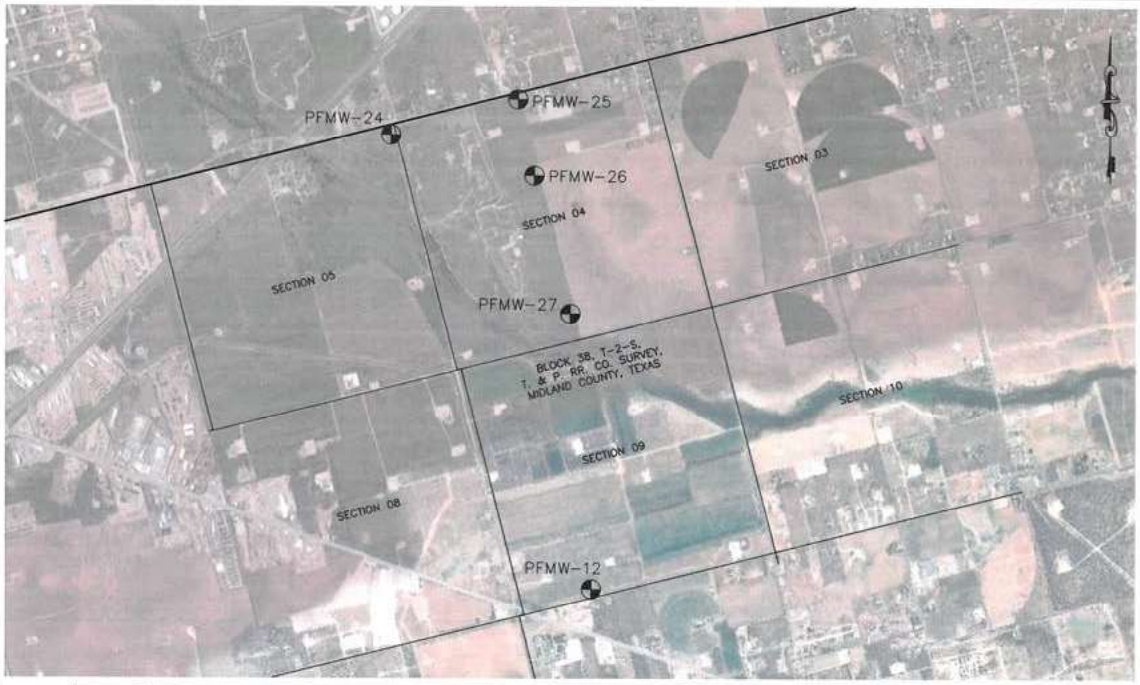
Source: Bing Maps

C&S CONSULTING

April 11, 2023

0 2,000 4,000 Feet

Figure 4



LEGEND

⊕ – Denotes New Monitor Well

2000 0 2000 4000

GRAPHIC SCALE IN FEET

DATE SURVEYED: AUGUST 28, 2020
WEATHER: HOT, WINDY

NOTES:

1) PLANE COORDINATES SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
2) GEODETIC COORDINATE SHOWN HEREON REFERENCES THE NORTH AMERICAN DATUM OF 1983.
3) ELEVATIONS CONFORM TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

PRELIMINARY, NOT TO BE FILED OF RECORD FOR ANY PURPOSE. THIS DOCUMENT SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Lindsay Gygax *Texas R.P.L.S. No. 6434*

WEST COMPANY
of Midland, LLC.

110 W. LOUISIANA, STE. 110
MIDLAND TEXAS, 79701-3414
OFFICE: (432)687-0865 FAX: (432)687-0868
Web Page: www.team-west.com

DESCRIPTION	GEODETIC POSITIONS				STATE PLANE COORDINATES		ELEVATION			
	NORTH AMERICAN DATUM OF 1983				NAD '83 - TEXAS CENTERAL ZONE (US FT.)					
	Latitude (D.M.S.)	Longitude (D.M.S.)	Latitude (D.D.)	Longitude (D.D.)	Northing (Y)	Easting (X)	Top of Casing	Concrete Pad	Natural Ground	Brass Cap
PFMW-12	31°58'26.61"	-101°59'54.83"	31.97405723	-101.99856469	10685603.59	1780195.30	2746.78	2722.86	2744.20	
Brass Cap	31°58'26.60"	-101°59'54.83"	31.97405467	-101.99856388	10685602.66	1780195.54				2744.88
PFMW-24	32°00'00.03"	-102°00'44.90"	32.00000752	-102.01247200	10695108.35	1776025.47	2740.70	2738.36	2737.90	
Brass Cap	32°00'00.04"	-102°00'44.90"	32.00001102	-102.01247233	10695109.62	1776025.39				2738.40
PFMW-25	32°00'07.84"	-102°00'14.38"	32.00217873	-102.00399319	10695858.60	1778665.69	2758.51	2756.25	2755.82	
Brass Cap	32°00'07.85"	-102°00'14.38"	32.00218133	-102.00399429	10695859.55	1778665.37				2756.26
PFMW-26	31°59'52.02"	-102°00'10.17"	31.99778389	-102.00282376	10694254.43	1779004.20	2741.81	2739.37	2738.94	
Brass Cap	31°59'52.02"	-102°00'10.15"	31.99778430	-102.00282060	10694254.57	1779005.19				2739.41
PFMW-27	31°59'23.64"	-102°00'00.91"	31.98990026	-102.00025339	10691374.65	1779758.04	2728.98	2726.85	2726.41	
Brass Cap	31°59'23.64"	-102°00'00.90"	31.98990087	-102.00025019	10691374.85	1779759.04				2726.87

C&S LEASE

MONITORING WELLS
PFMW-12, PFMW-24, PFMW-25, PFMW-26 & PFMW-27 LOCATED IN
SECTIONS 4, 5 & 9, BLOCK 38, T-2-S
T. & P. RR. CO. SURVEY
MIDLAND CO., TEXAS

Drawn By: D.E.H.	Date: SEPTEMBER 1, 2020
Scale: 1"=1000'	Revised:
Sheet 1 of 1	Field Note Book: COM 73
W.O. No: 2020-0251	Dwg No: J:/2020/2020-0251/2020-0251 MW 8-28-2020

Appendices

Appendix A

SOIL BORING LOG

C&S CONSULTING

STATE OF TEXAS — ROBERT PIERSON — GEOLOGY — 15060 — LICENSED PROFESSIONAL GEOSCIENTIST — 9-18-2020

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

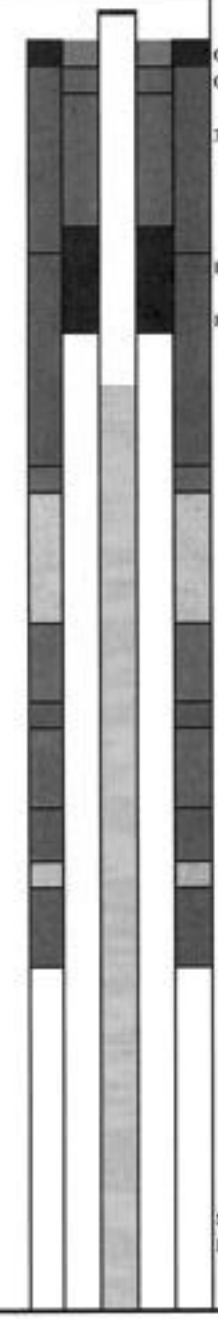
Well/Boring #:	PFMW-24	Date Drilled:	08/19/2020
Depth of Boring/well:	102 feet	Diameter of Boring:	8"
Length of Screen:	**80 feet**	Diameter of Screen:	4"
Length of Casing:	**22 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Clay
- Siltstone
- Gravel
- Sand
- Sandstone

'- 3-5% cement/bentonite slurry
- Bentonite
- Concrete
- Cement
- Well Screen
- Riser

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm
0.0		
	Sandy LOAM (surface - 6"), SAND tan, fine grain (6" - 4')	
5.0	SANDSTONE, tan, fine grain, sub-angular to sub-rounded, well cemented, calcareous matrix (4' - 15')	
10.0	-fine grain, sub-rounded, well cemented, calcareous matrix	
15.0	SAND/SILTSTONE, interbedded, tan to white, losely cemented, calcareous matrix (15' - 27')	
20.0	- well cemented, intebedded sand streams (6" thick)	
25.0		
	CLAY, tan, with some silty/sand interbeded (27' - 29')	
30.0	SILT/SANDSTONE, light brown, sub-rounded, well cemented	
35.0		
40.0	Silty/Sandy CLAY, tan to white (38' - 43')	
	Silty/SANDSTONE, tan, sub-rounded, well cemented (43' - 44')	
45.0	CLAY, Tan (44' - 50')	
	- some interbedded gravel	
50.0	SANDSTONE, muli-colored, very coarse sand grains, sub-rounded, losely cemented (50' - 53')	
	SILTSTONE, tan, well cemented (53' - 55')	
55.0	SANDSTONE, muli-colored, very coarse sand grains, sub-rounded, losely cemented (55' - 58')	
60.0	SAND - GRAVEL, multi-colored, very coarse sand, sub-rounded to sub-angular (58' - 83')	
65.0		
70.0	- Gravel size increasing	
75.0		
80.0		

Depth Feet | Well Completion and Lithology | Remarks



Remarks:
- Concrete 0 - 2'
- Cement 2' 4'
- 3-5% cement/bentonite slurry 4' - 14'
- Benotnite 14' - 17'
- Riser 0' - 22'
- Screen 22' - 102'
- Filter Pack 17' - 102'

SOIL BORING LOG

C&S CONSULTING

ROBERT PIERSON
GEOLOGY
15060
LICENSED PROFESSIONAL GEOSCIENTIST
STATE OF TEXAS
9-18-2020

Well/Boring #:	PFMW-24	Date Drilled:	08/19/2020
Depth of Boring/well:	102 feet	Diameter of Boring:	8"
Length of Screen:	80 feet	Diameter of Screen:	4"
Length of Casing:	22 feet	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

- Sandy Loam
- Gravel
- Clay
- Sand
- Siltstone
- Sandstone
- 3-5% cement/bentonite slurry
- Bentonite
- Well Screen
- Concrete
- Riser
- Cement

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm	Depth Feet	Well Completion and Lithology	Remarks
	CLAY, orangish brown (83' - 84')				
85.0	SAND to GRAVEL, multi-colored, sub-rounded to sub-angular (84' - 99')				
90.0					
95.0					
100.0	CLAY, red (99' - 102')				
	Bottom of boring at 102 feet				
105.0					

SOIL BORING LOG

C&S CONSULTING

STATE OF TEXAS ★ ROBERT PIERSON ★ GEOLOGY 15060 ★ LICENSED PROFESSIONAL GEOSCIENTIST ★ 9-18-2020

Project:	City of Midland Irrigation Plant Farm #1
Drilling Co.:	C&S Consulting
Driller:	Buford E. Collier
Drilling Method:	Mud Rotary

Well/Boring #:	PFMW-25	Date Drilled:	08/20/2020
Depth of Boring/well:	132 feet	Diameter of Boring:	8"
Length of Screen:	**85 feet**	Diameter of Screen:	4"
Length of Casing:	**40 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Clay
- Siltstone
- Gravel
- Sand
- Sandstone
- Caliche
- 3-5% cement/bentonite slurry
- Bentonite
- Concrete
- Cement
- Well Screen
- Riser

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm	Depth Feet	Well Completion and Lithology	Remarks
0.0					
	Sandy LOAM, with grasses (0' - 6")				Concrete 0 - 2'
	Clayey SAND/SILT, brown, moist, sub-rounded sand grains (6" - 4')				Cement 2' 4'
5.0	Caliche, white, fine grain sand throughout, sub-rounded (4' - 9')				3-5% cement/bentonite slurry 4' - 34'
10.0	Silty SAND, tan, very fine grain, sub-rounded (9' - 18')				
15.0	increasing to coarse grain sand, sub-rounded				
	SANDSTONE, light brown, very fine grain, sub-rounded, losely cemented (18' - 34')				Riser 0' - 47'
20.0					
25.0					3-5% cement/bentonite slurry
30.0					
	CLAY with some silty sand, light brown (34' - 35')				
35.0	Sand/SILTSTONE, tan, very fine grain sand, sub-rounded, well cemented (35' - 40')				Bentonite 34' - 37'
40.0	SANDSTONE, tan, fine to coarse grain, sub-rounded, moderately cemented (40' - 50')				
45.0					
50.0	GRAVEL, multi-colored, sub-rounded (50' - 54')				
	SANDSTONE, tan, fine to medium grain, sub-rounded, well cemented (54' - 57')				
55.0					
	SILTSTONE, light gray, well cemented (57' - 63')				
60.0	SANDSTONE, tan, fine grain, sub-rounded, well cemented (63' - 65')				
65.0	SANDSTONE, tan, fine to coarse grain, sub-rounded, well cemented (65' - 67')				
	SAND to GRAVEL, multi-colored, coarse grain sand, sub-rounded (67' - 73')				
70.0	SAND, multi-colored, medium to coarse grain, sub-rounded (73' - 76')				
75.0					Screen 47' - 132'
	SANDSTONE, tan, fine to coarse grain, sub-rounded, well cemented (76' - 77')				Filter Pack 37' - 132'
	GRAVEL, multi-colored, sub-angular to sub-rounded (77' -100')				
80.0					

SOIL BORING LOG

C&S CONSULTING

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

STATE OF TEXAS
ROBERT PIERSON
GEOLOGY
15060
LICENSED
PROFESSIONAL X GEOSCIENTIST
9-8-20

Well/Boring #:	PFMW-25	Date Drilled:	08/20/2020
Depth of Boring/well:	132 feet	Diameter of Boring:	8"
Length of Screen:	**85 feet**	Diameter of Screen:	4"
Length of Casing:	**40 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Clay
- Siltstone
- Gravel
- Sand
- Sandstone
- Caliche
- ¼- 3-5% cement/bentonite slurry
- Bentonite
- Concrete
- Cement
- Well Screen
- Riser

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm	Depth Feet	Well Completion and Lithology	Remarks
85.0					
90.0					
95.0					
100.0	CLAY, orangish brown with interbedded gravel (100' - 131')				
105.0					
110.0					
115.0					
120.0					
125.0					
130.0	CLAY, red (131' - 132')				
	Bottom of boring at 132 feet				
135.0					

SOIL BORING LOG

C&S CONSULTING

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

STATE OF TEXAS * ROBERT PIERSON * GEOLOGY 15060 LICENSED PROFESSIONAL GEOSCIENTIST
9-18-20

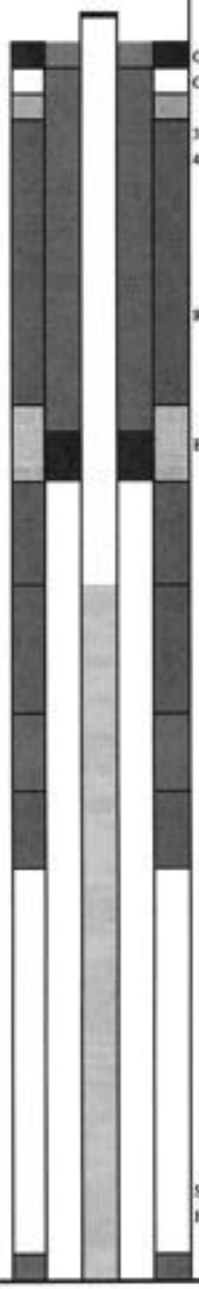
Well/Boring #:	PFMW-26	Date Drilled:	08/24/2020
Depth of Boring/well:	116 feet	Diameter of Boring:	8"
Length of Screen:	**80 feet**	Diameter of Screen:	4"
Length of Casing:	**36 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Gravel
- Clay
- Sand
- Siltstone
- Sandstone
- Caliche
- 3-5% cement/bentonite slurry
- Bentonite
- Concrete
- Cement
- Well Screen
- Riser

Depth Feet	GEOLOGIC DESCRIPTION
0.0	
	Sandy LOAM, with grasses (0' - 6")
	Silty/Sandy CLAY, brown, moist (6" - 2')
5.0	Caliche, white, fine grain sand throughout, sub-rounded (2' - 4')
	SANDSTONE, tan, fine grain, sub-rounded, carbonate matrix, well cemented (4' - 25')
10.0	
15.0	
20.0	- losely cemented
	- well cemented
25.0	SILTSTONE, tan, well cemented (25' - 30')
30.0	SANDSTONE, tan, very fine grain to fine grain, sub-rounded, well cemented, interbeded some thin (6") Sandy CLAY layers (30' - 37')
35.0	
	SANDSTONE, tan, very fine grain to fine grain, sub-rounded, well cemented (37' - 45')
40.0	
45.0	Sandy CLAY, tan, with fine grain sand (45' - 50')
50.0	SANDSTONE, tan, very fine to fine grain, sub-rounded, well cemented (50' - 55')
55.0	Gravel, multi-colored, subrounded (55' - 80')
60.0	
65.0	
70.0	
75.0	
80.0	CLAY, orangish brown, (80' - 83')

PID ppm

Depth Feet — Well Completion and Lithology — Remarks



SOIL BORING LOG

C&S CONSULTING

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

STATE OF TEXAS
ROBERT PIERSON
GEOLOGY
15060
LICENSED
PROFESSIONAL GEOSCIENTIST
9-18-2020

Well/Boring #:	PFMW-26	Date Drilled:	08/24/2020
Depth of Boring/well:	116 feet	Diameter of Boring:	8"
Length of Screen:	**80 feet**	Diameter of Screen:	4"
Length of Casing:	**36 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Clay
- Siltstone
- Gravel
- Sand
- Sandstone
- Caliche
- 3-5% cement/bentonite slurry
- Bentonite
- Concrete
- Cement
- Well Screen
- Riser

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm	Depth Feet	Well Completion and Lithology	Remarks
	SANDSTONE, tan, fine grain, sub-rounded, well cemented, (83' - 85')				
85.0	Sandy CLAY, orangish brown, fine grain sand (85' - 90')				
90.0	GRAVEL, multi-colored, sub-rounded (90' - 100')				
95.0					
100.0	Sandy CLAY, orangish brown, fine grain sand (100' - 102')				
	SANDSTONE, tan, fine to medium grain sand with large carbonate nodule, well cemented (102' - 105')				
105.0	GRAVEL, multi-colored, sub-rounded (105' - 115')				
110.0					
115.0					
	CLAY, red (115' - 116')				

Bottom of boring at 116 feet

SOIL BORING LOG

C&S CONSULTING

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

STATE OF TEXAS
ROBERT PIERSON
GEOLOGY
15060
LICENSED
PROFESSIONAL X GEOSCIENTIST
9-18-2020

Well/Boring #:	PFMW-27	Date Drilled:	08/26/2020
Depth of Boring/well:	98 feet	Diameter of Boring:	8"
Length of Screen:	**80 feet**	Diameter of Screen:	4"
Length of Casing:	**18 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Gravel
- Clay
- Sand
- Siltstone
- Sandstone
- Caliche
- 3-5% cement/bentonite slurry
- Bentonite
- Well Screen
- Concrete
- Riser
- Cement

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm	Depth Feet	Well Completion and Lithology	Remarks
0.0					
	Sandy LOAM, with grasses (0' - 6")				Concrete 0 - 2'
	Silty/Sandy CLAY, brown, moist (6" - 2')				Cement 2' 4'
5.0	Caliche, white, fine grain sand throughout, sub-rounded (2' - 4')				
	SANDSTONE, tan, fine grain, sub-rounded, carbonate matrix, well cemented (4' - 15')				3-5% cement/bentonite slurry 4' - 9'
10.0					Bentonite 9' - 12'
15.0	CALICHE, white (15' - 24')				
20.0					Riser 0' - 18'
25.0	SANDSTONE, white, fine grain to very fine grain, sub-rounded, losely cemented (24' - 30')				Bentonite 27' - 30'
30.0	Sand CLAY, tan (30' - 34')				
35.0	SANDSTONE, tan, very fine grain to fine grain, sub-rounded, well cemented (34' - 45')				
40.0					
45.0	SILTSTONE, tan, well cemented (45' - 47')				
	Gravel, multi-colored, subrounded (47' - 65')				
50.0					
55.0					
60.0					
65.0	Sandy CLAY, tan, fine grain sand, soft (65' - 75')				
70.0					
75.0	GRAVEL, multi-colored, sub-rounded (75' - 85')				Screen 18' - 98' Filter Pack 12' - 98'
80.0					

SOIL BORING LOG

C&S CONSULTING

Project: City of Midland
Irrigation Plant Farm #1
Drilling Co.: C&S Consulting
Driller: Buford E. Collier
Drilling Method: Mud Rotary

STATE OF TEXAS
ROBERT PIERSON
GEOLOGY
15060
LICENSED
PROFESSIONAL GEOSCIENTIST
9-18-2020

Well/Boring #:	PFMW-27	Date Drilled:	08/26/2020
Depth of Boring/well:	98 feet	Diameter of Boring:	8"
Length of Screen:	**80 feet**	Diameter of Screen:	4"
Length of Casing:	**18 feet**	Diameter of Casing:	4"
Filter Pack:	8/16	Slot Size:	0.010"
Logged By:	Rob Pierson	Screen Material:	Sch 40 PVC

- Sandy Loam
- Gravel
- Clay
- Sand
- Siltstone
- Sandstone
- Caliche
- 3-5% cement/bentonite slurry
- Bentonite
- Well Screen
- Concrete
- Riser
- Cement

Depth Feet	GEOLOGIC DESCRIPTION	PID ppm	Depth Feet	Well Completion and Lithology	Remarks
85.0	Sandy CLAY, light brown, fine grain sand (85' - 88')				
90.0	GRAVEL, multi-colored, sub-rounded (88' - 95')				
95.0	CLAY, red (95' - 98')				
	Bottom of boring at 98 feet				

Appendix B

STATE OF TEXAS WELL REPORT for Tracking #553347

Owner:	**City of Midland**	Owner Well #:	**PFMW-24**
Address:	**300 North Loraine Midland, TX 79701**	Grid #:	**27-64-9**
Well Location:	**FM 307 Midland, TX 79706**	Latitude:	**32° 00' 00.03" N**
		Longitude:	**102° 00' 44.9" W**
Well County:	**Midland**	Elevation:	**2738 ft. above sea level**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **8/19/2020** Drilling End Date: **8/19/2020**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8	**0**	**102**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
17	**102**	**Sand**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**Concrete 1 Bags/Sacks**
2	**4**	**Cement 1 Bags/Sacks**
4	**14**	**3-5% cement/bentonite slurry 2 Bags/Sacks**
14	**17**	**Bentonite 1 5/gallon bucket**

Seal Method: **Tremie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed** **Surface Completion by Driller**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **C&S Lease**

1873 FM 1252 E
Kilgore, TX 75663

Driller Name: **Buford E. Collier** License Number: **50089**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**3**	**Sandy Loose Tan**
3	**10**	**Tan, Sand, well cemented, sub-angular to sub-rounded, calcareous matrix**
10	**15**	**Sub-rounded, fine grain, well cemented with calcareous matrix**
15	**21**	**Sand/Silt stone, loosely cemented, light tan white, calcareous matrix**
21	**25**	**Light Tan to Light Brown, Sand/Silt stone, well cemented with calcareous matrix, Hard Sub-rounded, interbedded sand streams throughout**
25	**27**	**Sand/Silt stone, well cemented, sub-rounded**
27	**29**	**Clay/Silty sand, light tan**
29	**38**	**Silt/Sand stone, light brown, sub-rounded, well cemented**
38	**43**	**Clay/Silty sand, light tan to white**
43	**44**	**Silty/Sand stone, Tan, sub-rounded, well cemented**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia (in.)	Type	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
4	**Riser**	**New Plastic (PVC)**	**40**	**0**	**22**
4	**Screen**	**New Plastic (PVC)**	**40 0.010**	**22**	**102**

44	**51**	**Clay, Tan, with some gravel interbedded with clay**
51	**53**	**Very coarse sand stone, multi-colored loosely cemented**
53	**55**	**Silty, Tan**
55	**58**	**Very Coarse Sand stone, multi-colored, loosely cemented, sub-rounded**
58	**61**	**Very coarse sand and gravel, multi-colored, sub-rounded to sub-angular grains**
61	**70**	**Very coarse sand and gravel, multi-colored, sub-rounded to sub-angular**
70	**83**	**Gravel size increasing, sub-angular to sub-rounded**
83	**84**	**Clay, Orange to brown**
84	**99**	**Very coarse sand to gravel, mutli-colored, sub-angular to sub-rounded**
99	**102**	**Clay, Red**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #553346

Owner:	**City of Midland**	Owner Well #:	**PFMW-25**
Address:	**300 North Loraine Midland, TX 79701**	Grid #:	**27-64-9**
		Latitude:	**32° 00' 07.84" N**
Well Location:	**FM 307 Midland, TX 79706**	Longitude:	**102° 00' 14.38" W**
Well County:	**Midland**	Elevation:	**2756 ft. above sea level**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **8/20/2020** Drilling End Date: **8/20/2020**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8	**0**	**132**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
37	**132**	**Sand**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**Concrete 1 Bags/Sacks**
2	**4**	**Cement 1 Bags/Sacks**
4	**34**	**3-5% cement/bentonite grout slurry 4 Bags/Sacks**
34	**37**	**Bentonite**

Seal Method: **Tremie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed** **Surface Completion by Driller**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

PACKET 10.68 April 11, 2023

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **C&S Lease**

1873 FM 1252 E
Kilgore, TX 75663

Driller Name: **Buford E. Collier** License Number: **50089**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Sandy loam w/grasses**
1	**4**	**Clayey sand/silt, brown, moist, sub-rounded grains**
4	**9**	**Caliche w/very fine sand grains, sub-rounded**
9	**18**	**Silty sand, tan, moist, sub-rounded, very fine grain sand**
18	**24**	**Sand stone, light brown, very fine grained, loosely cemented, sub-rounded**
24	**35**	**Clay w/silty sand, light brown**
35	**40**	**Sand/silt stone, tan, very fine grained sand, sub-rounded**
40	**50**	**Sand stone, Tan, fine to coarse grain, sub-rounded, moderately cemented**
50	**54**	**Gravel, multi-colored, sub-rounded**
54	**57**	**Sand stone, tan, fine to medium grain, sub-rounded, well cemented**
57	**63**	**Silt stone, light gray, well cemented**
63	**65**	**Sand stone, tan, fine grained, sub-rounded, well cemented**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia (in.)	Type	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
4	**Riser**	**New Plastic (PVC)**	**40**	**0**	**47**
4	**Screen**	**New Plastic (PVC)**	**40 0.010**	**47**	**132**

65	**67**	**Sand stone, tan, fine to coarse, sub-rounded, well cemented**
67	**73**	**Coarse grained sand with gravel, multi-colored, sub-rounded**
73	**76**	**Sand, tan, multi-colored, medium to coarse grained**
76	**77**	**Sand stone, tan, fine to coarse grained, sub-rounded**
77	**100**	**Gravel, multi-colored, sub-rounded to sub-angular**
100	**131**	**Clay, orange/brown, interbedded gravel**
131	**132**	**Clay, red, high plasticity**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #553345

Owner:	**City of Midland**	Owner Well #:	**PFMW-26**
Address:	**300 North Loraine Midland, TX 79701**	Grid #:	**45-08-3**
Well Location:	**FM 307 Midland, TX 79706**	Latitude:	**31° 59' 52.02" N**
		Longitude:	**102° 00' 10.17" W**
Well County:	**Midland**	Elevation:	**2739 ft. above sea level**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **8/24/2020** Drilling End Date: **8/24/2020**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8	**0**	**116**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
30	**116**	**Sand**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**Concrete 1 Bags/Sacks**
2	**4**	**Cement 1 Bags/Sacks**
4	**27**	**3-5% cement/bentonite slurry 4 Bags/Sacks**
27	**30**	**Bentonite 1 5/gallon bucket**

Seal Method: **Tremie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed** **Surface Completion by Driller**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **C&S Lease**

1873 FM 1252 E
Kilgore, TX 75663

Driller Name: **Buford E. Collier** License Number: **50089**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Sandy loam and grasses**
1	**2**	**Silty sandy clay, dark brown, damp**
2	**4**	**Caliche w/interbedded sands**
4	**25**	**Sand stone, tan, fine grained, sub-rounded, carbonate matrix, well cemented**
25	**30**	**Silt stone, tan, well cemented**
30	**37**	**Sand stone, tan, fine to very fine grain, sub-rounded, well cemented, interbedded with thin beds of sandy clay layers, soft**
37	**45**	**Sand stone, tan, fine to very fine grained, sub-rounded, well cemented**
45	**50**	**Sandy clay, tan, fine grained**
50	**55**	**Sand stone, tan, fine to very fine grained, sub-rounded, well cemented**
55	**80**	**Gravel, multi-colored, sub-rounded**
80	**85**	**Sand stone, tan, fine grained, sub-rounded, well cemented**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia (in.)	Type	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
4	**Riser**	**New Plastic (PVC)**	**40**	**0**	**36**
4	**Screen**	**New Plastic (PVC)**	**40 0.010**	**36**	**116**

85	**90**	**Sandy clay, orange to brown, fine grained sand**
90	**100**	**Gravel, multi-colored, sub-rounded**
100	**102**	**Sandy clay**
102	**105**	**Sand stone, fine to medium grained and large carbonate**
105	**115**	**Gravel, multi-colored, sub-rounded**
115	**116**	**Clay, red**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #553343

Owner:	**City of Midland**	Owner Well #:	**PFMW-27**
Address:	**300 North Loraine Midland, TX 79701**	Grid #:	**45-08-3**
Well Location:	**FM 307 Midland, TX 79706**	Latitude:	**31° 59' 23.64" N**
		Longitude:	**102° 00' 00.91" W**
Well County:	**Midland**	Elevation:	**2727 ft. above sea level**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **8/26/2020** Drilling End Date: **8/26/2020**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8	**0**	**98**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
12	**98**	**Sand**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**Concrete 1 Bags/Sacks**
2	**4**	**Cement 1 Bags/Sacks**
4	**9**	**3-5% cement/bentonite slurry 2 Bags/Sacks**
9	**12**	**Bentonite 1 5/gallon bucket**

Seal Method: **Tremie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed** **Surface Completion by Driller**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **C&S Lease**

1873 FM 1252 E
Kilgore, TX 75663

Driller Name: **Buford E. Collier** License Number: **50089**

Comments: **No Data**

Report Amended on 9/10/2020 by Request #32639

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Sandy loam, grasses**
1	**2**	**Sandy clay, brown, moist, fine grained**
2	**4**	**Caliche, white, hard**
4	**15**	**Sand stone, white, fine to very fine grained, sub-rounded, carbonate matrix**
15	**24**	**Caliche, white**
24	**30**	**Sand stone, white, fine to very fine grained, sub-rounded, poorly cemented**
30	**34**	**Sandy clay, tan**
34	**45**	**Sand stone, tan, fine to very fine grained, sub-rounded, well cemented**
45	**47**	**Silt stone, tan**
47	**65**	**Gravel, multi-colored, sub-rounded**
65	**75**	**Sandy clay, tan, fine grained sand, soft**
75	**85**	**Gravel to coarse sand, multi-colored, sub-rounded**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia (in.)	Type	Material	Sch./Gage	Top (ft.)	Bottom (ft.)
4	**Riser**	**New Plastic (PVC)**	**40**	**0**	**18**
4	**Screen**	**New Plastic (PVC)**	**40 0.010**	**18**	**98**

85	**88**	**Sandy clay, light brown, fine grained sand**
88	**95**	**Gravel and coarse sand, multi-colored, sub-rounded**
95	**98**	**Clay, red**

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Austin, TX 78711
(512) 334-5540

Appendix C

GROUNDWATER SAMPLING LOG

Project/Client: City of Midland **Project No.:** _____

Site Location: Irrigation Plant Farm #1

Monitor well No.: PFMW-12

Date Purged/Sampled: 8/27/2020 **Sampled By:** Rob Pierson

MONITOR WELL INFORMATION

Total Depth of Monitor well (**TD**): 152.65 ft.

Static Depth to Groundwater (**DTW**): **47.67** ft.

Height of Water Column (**H=TD-DTW**): 104.98 ft.

Screen Length (**SL**) from Boring Logs: 31-151 ft.

WELL CASING VOLUME CALCULATIONS

☐ 2" Well (H x 0.163 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☒ 4" Well (H x 0.653 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☐ Other (Specify Diameter) _____" gal. (1 well volume) _____ gal. (3 well volumes)

Note: Well Volume Calculation: H x Well Diameter^2 x 0.0408 = 1 well volume

PURGING METHOD

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer

☐ Other (Specify) _____

METHOD OF SAMPLE COLLECTION

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer ☐ Dedicated ☐ Disposable

☐ Other (Specify) _____

MONITORING PARAMETERS

Time	Temp.	Specific Conductance	pH	Oxygen Reduction Potential (ORP)	Turbidity	Disolved Oxygen (DO)	Pumping Rate	Depth to Water	Volume purged
hr/min.	°C	mS/sec	Standard Unit	mv	NTU	mg/L	gal/min	ft.	gal
Targets	3%	3%	+/- 0.1 unit	+/- 10 millivolts	10%	10%			
0945	20.66	4.328	8.78	-229.9	NA	5.10	0.5	47.71	2.5
0950	20.83	4.407	8.79	-234.9	NA	4.72	0.5	47.75	5.0
0955	20.94	4.479	8.76	-237.8	NA	4.27	0.5	47.84	7.5

Note: 1. Turbidity – if three Turbidity values are less then 5 NTUs, consider the values as stabilized.

2. Dissolved Oxygen – if three Dissolved Oxygen values are less than 0.5 mg/L, consider the values as stabilized

Total Volume Purged: 5.0 gallons Sample Time: 0955 Sample Date 8/27/2020 Page 1 of 1

GROUNDWATER SAMPLING LOG

Project/Client: City of Midland **Project No.:** _____

Site Location: Irrigation Plant Farm #1

Monitor well No.: PFMW-24

Date Purged/Sampled: 8/27/2020 **Sampled By:** Rob Pierson

MONITOR WELL INFORMATION

Total Depth of Monitor well (**TD**): 105.21 ft.

Static Depth to Groundwater (**DTW**): **23.54** ft.

Height of Water Column (**H=TD-DTW**): 81.67 ft.

Screen Length (**SL**) from Boring Logs: 22-102 ft.

WELL CASING VOLUME CALCULATIONS

☐ 2" Well (H x 0.163 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☒ 4" Well (H x 0.653 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☐ Other (Specify Diameter) _____" gal. (1 well volume) _____ gal. (3 well volumes)

Note: Well Volume Calculation: H x Well Diameter^2 x 0.0408 = 1 well volume

PURGING METHOD

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer

☐ Other (Specify) _____

METHOD OF SAMPLE COLLECTION

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer ☐ Dedicated ☐ Disposable

☐ Other (Specify) _____

MONITORING PARAMETERS

Time	Temp.	Specific Conductance	pH	Oxygen Reduction Potential (ORP)	Turbidity	Disolved Oxygen (DO)	Pumping Rate	Depth to Water	Volume purged
hr/min.	°C	mS/sec	Standard Unit	mv	NTU	mg/L	gal/min	ft.	gal
Targets	3%	3%	+/- 0.1 unit	+/- 10 millivolts	10%	10%			
1040	21.71	3.915	8.75	-229.5	NA	1.39	0.5	23.87	2.5
1045	21.78	3.919	8.77	-231.8	NA	1.27	0.5	23.88	5.0
1050	21.85	3.947	8.77	-231.8	NA	1.01	0.5	23.90	7.5

Note: 1. Turbidity – if three Turbidity values are less then 5 NTUs, consider the values as stabilized.

2. Dissolved Oxygen – if three Dissolved Oxygen values are less than 0.5 mg/L, consider the values as stabilized

Total Volume Purged: 5.0 gallons Sample Time: 1050 Sample Date 8/27/2020 Page 1 of 1

GROUNDWATER SAMPLING LOG

Project/Client: City of Midland **Project No.:** _____
Site Location: Irrigation Plant Farm #1
Monitor well No.: PFMW-25
Date Purged/Sampled: 8/27/2020 **Sampled By:** Rob Pierson

MONITOR WELL INFORMATION

Total Depth of Monitor well (**TD**): 135.20 ft.
Static Depth to Groundwater (**DTW**): **48.88** ft.
Height of Water Column (**H=TD-DTW**): 86.32 ft.
Screen Length (**SL**) from Boring Logs: 47-132 ft.

WELL CASING VOLUME CALCULATIONS

☐ 2" Well (H x 0.163 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)
☒ 4" Well (H x 0.653 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)
☐ Other (Specify Diameter) _____" gal. (1 well volume) _____ gal. (3 well volumes)

Note: Well Volume Calculation: H x Well Diameter^2 x 0.0408 = 1 well volume

PURGING METHOD

☒ Low-flow Submersible Pump
☐ Peristaltic Pump
☐ Bailer
☐ Other (Specify) _____

METHOD OF SAMPLE COLLECTION

☒ Low-flow Submersible Pump
☐ Peristaltic Pump
☐ Bailer ☐ Dedicated ☐ Disposable
☐ Other (Specify) _____

MONITORING PARAMETERS

Time	Temp.	Specific Conductance	pH	Oxygen Reduction Potential (ORP)	Turbidity	Disolved Oxygen (DO)	Pumping Rate	Depth to Water	Volume purged
hr/min.	°C	mS/sec	Standard Unit	mv	NTU	mg/L	gal/min	ft.	gal
Targets	3%	3%	+/- 0.1 unit	+/- 10 millivolts	10%	10%			
1115	21.93	4.943	8.72	-223.9	NA	2.74	0.5	49.06	2.5
1120	22.31	4.949	8.65	-222.7	NA	1.57	0.5	49.07	5.0
1125	22.32	4.943	8.58	-221.1	NA	1.45	0.5	49.07	7.5

Note: 1. Turbidity – if three Turbidity values are less then 5 NTUs, consider the values as stabilized.
2. Dissolved Oxygen – if three Dissolved Oxygen values are less than 0.5 mg/L, consider the values as stabilized

Total Volume Purged: 5.0 gallons Sample Time: 1125 Sample Date 8/27/2020 Page 1 of 1

PACKET 10.80 April 11, 2023

GROUNDWATER SAMPLING LOG

Project/Client: City of Midland **Project No.:** _____

Site Location: Irrigation Plant Farm #1

Monitor well No.: PFMW-26

Date Purged/Sampled: 8/27/2020 **Sampled By:** Rob Pierson

MONITOR WELL INFORMATION

Total Depth of Monitor well (**TD**): 119.14 ft.

Static Depth to Groundwater (**DTW**): **35.64** ft.

Height of Water Column (**H=TD-DTW**): 83.50 ft.

Screen Length (**SL**) from Boring Logs: 36-116 ft.

WELL CASING VOLUME CALCULATIONS

☐ 2" Well (H x 0.163 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☒ 4" Well (H x 0.653 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☐ Other (Specify Diameter) _____" gal. (1 well volume) _____ gal. (3 well volumes)

Note: Well Volume Calculation: H x Well Diameter^2 x 0.0408 = 1 well volume

PURGING METHOD

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer

☐ Other (Specify) _____

METHOD OF SAMPLE COLLECTION

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer ☐ Dedicated ☐ Disposable

☐ Other (Specify) _____

MONITORING PARAMETERS

Time	Temp.	Specific Conductance	pH	Oxygen Reduction Potential (ORP)	Turbidity	Disolved Oxygen (DO)	Pumping Rate	Depth to Water	Volume purged
hr/min.	°C	mS/sec	Standard Unit	mv	NTU	mg/L	gal/min	ft.	gal
Targets	3%	3%	+/- 0.1 unit	+/- 10 millivolts	10%	10%			
1145	21.45	4.435	8.48	-208.8	NA	2.47	0.5	35.72	2.5
1150	21.75	4.454	8.52	-214.5	NA	1.57	0.5	35.74	5.0
1155	21.80	4.462	8.53	-212.9	NA	1.38	0.5	35.75	7.5

Note: 1. Turbidity – if three Turbidity values are less then 5 NTUs, consider the values as stabilized.
2. Dissolved Oxygen – if three Dissolved Oxygen values are less than 0.5 mg/L, consider the values as stabilized

Total Volume Purged: 5.0 gallons Sample Time: 1155 Sample Date 8/27/2020 Page 1 of 1

PACKET 10.81 April 11, 2023

GROUNDWATER SAMPLING LOG

Project/Client: City of Midland **Project No.:** _____

Site Location: Irrigation Plant Farm #1

Monitor well No.: PFMW-27

Date Purged/Sampled: 8/27/2020 **Sampled By:** Rob Pierson

MONITOR WELL INFORMATION

Total Depth of Monitor well (**TD**): 100.92 ft.

Static Depth to Groundwater (**DTW**): **21.87** ft.

Height of Water Column (**H=TD-DTW**): 79.05 ft.

Screen Length (**SL**) from Boring Logs: 18-98 ft.

WELL CASING VOLUME CALCULATIONS

☐ 2" Well (H x 0.163 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☒ 4" Well (H x 0.653 gal/ft) _____ gal. (1 well volume) _____ gal. (3 well volumes)

☐ Other (Specify Diameter) _____" gal. (1 well volume) _____ gal. (3 well volumes)

Note: Well Volume Calculation: H x Well Diameter^2 x 0.0408 = 1 well volume

PURGING METHOD

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer

☐ Other (Specify) _____

METHOD OF SAMPLE COLLECTION

☒ Low-flow Submersible Pump

☐ Peristaltic Pump

☐ Bailer ☐ Dedicated ☐ Disposable

☐ Other (Specify) _____

MONITORING PARAMETERS

Time	Temp.	Specific Conductance	pH	Oxygen Reduction Potential (ORP)	Turbidity	Disolved Oxygen (DO)	Pumping Rate	Depth to Water	Volume purged
hr/min.	°C	mS/sec	Standard Unit	mv	NTU	mg/L	gal/min	ft.	gal
Targets	3%	3%	+/- 0.1 unit	+/- 10 millivolts	10%	10%			
1220	22.66	6.285	8.55	-199.6	NA	4.84	0.5	22.17	2.5
1225	22.59	6.224	8.52	-198.9	NA	4.74	0.5	22.19	5.0
1230	22.58	6.215	8.47	-195.7	NA	4.59	0.5	22.22	7.5

Note: 1. Turbidity – if three Turbidity values are less then 5 NTUs, consider the values as stabilized.

2. Dissolved Oxygen – if three Dissolved Oxygen values are less than 0.5 mg/L, consider the values as stabilized

Total Volume Purged: 5.0 gallons Sample Time: 1230 Sample Date 8/27/2020 Page 1 of 1

PACKET 10.82 April 11, 2023

Appendix D

No permits available.

Appendix E

City of Midland
Irrigation Plant Farm

Monitor Well Photographs



PFMW-12



PFMW-24



PFMW-25



PFMW-26

City of Midland
Irrigation Plant Farm

Monitor Well Photographs



PFMW-27

Appendix F

Certificate of Analysis Summary 671175

C&S Lease Service, LC, Kilgore, TX

Project Name: Monitor Well Testing

Project Id: Monitor Well Testing
Contact: Buford Collier
Project Location:

Date Received in Lab: Thu 08.27.2020 13:30
Report Date: 09.04.2020 15:01
Project Manager: Holly Taylor

Analysis Requested																	
	Lab Id:	671175-001		671175-002		671175-003		671175-004		671175-005							
	Field Id:	PFMW-12		PFMW-24		PFMW-25		PFMW-26		PFMW-27							
	Depth:																
	Matrix:	WATER		WATER		WATER		WATER		WATER							
	Sampled:	08.27.2020 09:55		08.27.2020 10:50		08.27.2020 11:25		08.27.2020 11:55		08.27.2020 12:30							
Colilert-18 By SM9223 IDEXX SUB: T104704219-20-23	***Extracted:***	08.28.2020 16:00		08.28.2020 16:00		08.28.2020 16:00		08.28.2020 16:00		08.28.2020 16:00							
	Analyzed:	08.29.2020 13:10		08.29.2020 13:10		08.29.2020 13:10		08.29.2020 13:10		08.29.2020 13:10							
	Units/RL:	MPN/100ml	RL	MPN/100ml	RL	MPN/100ml	RL	MPN/100ml	RL	MPN/100ml	RL						
E. Coli (enumeration)		<1.00		<1.00		<1.00		261		7.50							
Inorganic Anions by EPA 300 SUB: T104704215-20-38	***Extracted:***	08.28.2020 11:50		08.28.2020 11:50		08.28.2020 11:50		08.28.2020 11:50		08.28.2020 11:50							
	Analyzed:	08.28.2020 12:01		08.28.2020 12:33		08.28.2020 13:05		08.28.2020 13:36		08.28.2020 14:40							
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL						
Chloride		1260 D	5.00	679 D	5.00	1040 D	5.00	832 D	5.00	1380 D	5.00						
Nitrate as N		29.6 D	1.00	6.59	0.100	11.9	0.100	8.24	0.100	13.8	0.100						
Nitrite as N		0.454	0.100	0.341	0.100	0.388	0.100	2.93	0.100	0.429	0.100						
Sulfate		1180 D	5.00	1130 D	5.00	1290 D	5.00	1060 D	5.00	2000 D	5.00						
Nitrogen Ammonia by EPA 350.1 SUB: T104704215-20-38	***Extracted:***	08.28.2020 12:00		08.28.2020 12:00		08.28.2020 12:00		08.28.2020 12:00		08.28.2020 12:00							
	Analyzed:	08.28.2020 14:58		08.28.2020 15:01		08.28.2020 15:16		08.28.2020 15:18		08.28.2020 15:21							
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL						
Nitrogen, Ammonia (as N)		<0.100	0.100	<0.100	0.100	<0.100	0.100	<0.100	0.100	0.116	0.100						
Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2 SUB: T104704215-20-38	***Extracted:***	08.31.2020 12:49		08.31.2020 12:49		08.31.2020 12:49		08.31.2020 12:49		08.31.2020 12:49							
	Analyzed:	09.01.2020 20:16		09.01.2020 20:17		09.01.2020 20:18		09.01.2020 20:19		09.01.2020 20:20							
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL						
Nitrogen, Total Kjeldahl		<0.200	0.200	0.269	0.200	<0.200	0.200	0.950	0.200	0.437	0.200						
Recoverable Metals per ICP by EPA 200.7 SUB: T104704215-20-38	***Extracted:***	09.01.2020 09:00		09.01.2020 09:00		09.01.2020 09:00		09.01.2020 09:00		09.01.2020 09:00							
	Analyzed:	09.04.2020 05:27		09.04.2020 05:31		09.04.2020 05:35		09.04.2020 05:48		09.04.2020 05:52							
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL						
Iron		2.33	0.200	0.383	0.200	<0.200	0.200	<0.200	0.200	0.381	0.200						

BRL - Below Reporting Limit

Holly Taylor

Houston - Dallas - Midland - Tampa - Phoenix - Lubbock - San Antonio - El Paso - Atlanta - New Mexico

Certificate of Analysis Summary 671175

C&S Lease Service, LC, Kilgore, TX

Project Name: Monitor Well Testing

Project Id: Monitor Well Testing
Contact: Buford Collier
Project Location:

Date Received in Lab: Thu 08.27.2020 13:30
Report Date: 09.04.2020 15:01
Project Manager: Holly Taylor

Analysis Requested											
	Lab Id:	671175-001		671175-002		671175-003		671175-004		671175-005	
	Field Id:	PFMW-12		PFMW-24		PFMW-25		PFMW-26		PFMW-27	
	Depth:										
	Matrix:	WATER		WATER		WATER		WATER		WATER	
	Sampled:	08.27.2020 09:55		08.27.2020 10:50		08.27.2020 11:25		08.27.2020 11:55		08.27.2020 12:30	
TDS by SM2540C	***Extracted:***										
SUB: T104704215-20-38	***Analyzed:***	09.01.2020 12:00		09.01.2020 12:00		09.01.2020 12:00		09.01.2020 12:00		09.01.2020 12:00	
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL
Total Dissolved Solids		3690	5.00	2890	5.00	2620	5.00	2180	5.00	3330	5.00
Total Nitrogen	***Extracted:***										
SUB: T104704215-20-38	***Analyzed:***	09.02.2020 16:38		09.02.2020 16:38		09.02.2020 16:38		09.02.2020 16:38		09.02.2020 16:38	
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL
Total Nitrogen (calculated)		30.05		7.200		12.29		12.12		14.67	
Total Phosphorus by EPA 365.1	***Extracted:***	08.31.2020 15:42		08.31.2020 15:42		08.31.2020 15:42		08.31.2020 15:42		08.31.2020 15:42	
SUB: T104704215-20-38	***Analyzed:***	09.01.2020 12:07		09.01.2020 12:08		09.01.2020 12:09		09.01.2020 12:10		09.01.2020 12:11	
	Units/RL:	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL	mg/L	RL
Total Phosphorus (as P)		0.0813	0.0200	0.0274	0.0200	0.0207	0.0200	0.0583	0.0200	0.0589	0.0200
pH by SM4500-H	***Extracted:***										
SUB: T104704215-20-38	***Analyzed:***	08.28.2020 16:14		08.28.2020 16:14		08.28.2020 16:14		08.28.2020 16:14		08.28.2020 16:14	
	Units/RL:	Deg C	RL	Deg C	RL	Deg C	RL	Deg C	RL	Deg C	RL
Temperature		24.2 K		24.2 K		24.2 K		24.2 K		24.2 K	
pH by SM4500-H	***Extracted:***										
SUB: T104704215-20-38	***Analyzed:***	08.28.2020 16:14		08.28.2020 16:14		08.28.2020 16:14		08.28.2020 16:14		08.28.2020 16:14	
	Units/RL:	SU	RL	SU	RL	SU	RL	SU	RL	SU	RL
pH		6.96 K		7.26 K		7.05 K		7.02 K		7.24 K	

BRL - Below Reporting Limit

Houston - Dallas - Midland - Tampa - Phoenix - Lubbock - San Antonio - El Paso - Atlanta - New Mexico

Analytical Report 671175

for

C&S Lease Service, LC

Project Manager: Buford Collier

Monitor Well Testing

Monitor Well Testing

09.04.2020

Collected By: Client

1211 W. Florida Ave
Midland TX 79701

Xenco-Houston (EPA Lab Code: TX00122):
Texas (T104704215-20-38), Arizona (AZ0765), Florida (E871002-33), Louisiana (03054)
Oklahoma (2019-058), North Carolina (681), Arkansas (20-035-0)

Xenco-Dallas (EPA Lab Code: TX01468):
Texas (T104704295-20-26), Arizona (AZ0809)

Xenco-El Paso (EPA Lab Code: TX00127): Texas (T104704221-20-18)
Xenco-Lubbock (EPA Lab Code: TX00139): Texas (T104704219-20-23)
Xenco-Midland (EPA Lab Code: TX00158): Texas (T104704400-19-21)
Xenco-Carlsbad (LELAP): Louisiana (05092)
Xenco-San Antonio (EPA Lab Code: TNI02385): Texas (T104704534-20-8)
Xenco-Tampa: Florida (E87429), North Carolina (483)

09.04.2020

Project Manager: **Buford Collier**
C&S Lease Service, LC
PO Box 1049
Kilgore, TX 75663

Reference: Eurofins Xenco, LLC Report No(s): **671175**
Monitor Well Testing
Project Address:

Buford Collier :

We are reporting to you the results of the analyses performed on the samples received under the project name referenced above and identified with the Eurofins Xenco, LLC Report Number(s) 671175. All results being reported under this Report Number apply to the samples analyzed and properly identified with a Laboratory ID number. Subcontracted analyses are identified in this report with either the NELAC certification number of the subcontract lab in the analyst ID field, or the complete subcontracted report attached to this report.

Unless otherwise noted in a Case Narrative, all data reported in this Analytical Report are in compliance with NELAC standards. The uncertainty of measurement associated with the results of analysis reported is available upon request. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

The validity and integrity of this report will remain intact as long as it is accompanied by this letter and reproduced in full, unless written approval is granted by Eurofins Xenco, LLC. This report will be filed for at least 5 years in our archives after which time it will be destroyed without further notice, unless otherwise arranged with you. The samples received, and described as recorded in Report No. 671175 will be filed for 45 days, and after that time they will be properly disposed without further notice, unless otherwise arranged with you. We reserve the right to return to you any unused samples, extracts or solutions related to them if we consider so necessary (e.g., samples identified as hazardous waste, sample sizes exceeding analytical standard practices, controlled substances under regulated protocols, etc).

We thank you for selecting Eurofins Xenco, LLC to serve your analytical needs. If you have any questions concerning this report, please feel free to contact us at any time.

Respectfully,

Holly Taylor

Holly Taylor
Project Manager

A Small Business and Minority Company

Sample Cross Reference 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id	Matrix	Date Collected	Sample Depth	Lab Sample Id
PFMW-12	W	08.27.2020 09:55		671175-001
PFMW-24	W	08.27.2020 10:50		671175-002
PFMW-25	W	08.27.2020 11:25		671175-003
PFMW-26	W	08.27.2020 11:55		671175-004
PFMW-27	W	08.27.2020 12:30		671175-005

CASE NARRATIVE

Client Name: C&S Lease Service, LC

Project Name: Monitor Well Testing

Project ID: *Monitor Well Testing*
Work Order Number(s): *671175*

Report Date: *09.04.2020*
Date Received: *08.27.2020*

Sample receipt non conformances and comments:

Sample receipt non conformances and comments per sample:

None

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-12** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-001 Date Collected: 08.27.2020 09:55

Analytical Method: Inorganic Anions by EPA 300 Prep Method: E300P
Tech: JYM % Moisture:
Analyst: JYM Date Prep: 08.28.2020 11:50
Seq Number: 3135920 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Chloride	16887-00-6	**1260**	5.00	mg/L	08.28.2020 12:17	D	10
Nitrate as N	14797-55-8	**29.6**	1.00	mg/L	08.28.2020 12:17	D	10
Nitrite as N	14797-65-0	**0.454**	0.100	mg/L	08.28.2020 12:01		1
Sulfate	14808-79-8	**1180**	5.00	mg/L	08.28.2020 12:17	D	10

Analytical Method: TDS by SM2540C
Tech: YAV % Moisture:
Analyst: YAV
Seq Number: 3136102 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Dissolved Solids	1642222	**3690**	5.00	mg/L	09.01.2020 12:00		1

Analytical Method: Total Nitrogen
Tech: ALA % Moisture:
Analyst: ALA
Seq Number: 3136230 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Nitrogen (calculated)	7727-37-9	**30.05**		mg/L	09.02.2020 16:38		1

Analytical Method: Total Phosphorus by EPA 365.1 Prep Method: E365.1_P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.31.2020 15:42
Seq Number: 3136122 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Phosphorus (as P)	7723-14-0	**0.0813**	0.0200	mg/L	09.01.2020 12:07		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-12** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-001 Date Collected: 08.27.2020 09:55

Analytical Method: pH by SM4500-H
Tech: KBU % Moisture:
Analyst: KBU
Seq Number: 3135874 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
pH	12408-02-5	**6.96**		SU	08.28.2020 16:14	K	1
Temperature	TEMP	**24.2**		Deg C	08.28.2020 16:14	K	1

Analytical Method: Recoverable Metals per ICP by EPA 200.7 Prep Method: E200.7P
Tech: MLI % Moisture:
Analyst: DEP Date Prep: 09.01.2020 09:00
Seq Number: 3136432 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Iron	7439-89-6	**2.33**	0.200	mg/L	09.04.2020 05:27		1

Analytical Method: Colilert-18 By SM9223 IDEXX Prep Method: SM9223P
Tech: MIT % Moisture:
Analyst: MIT Date Prep: 08.28.2020 16:00
Seq Number: 3135942 SUB: T104704219-20-23

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
E. Coli (enumeration)	ECOLIF	<1.00		MPN/100ml	08.29.2020 13:10	U	1

Analytical Method: Nitrogen Ammonia by EPA 350.1 Prep Method: E350.1P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.28.2020 12:00
Seq Number: 3135857 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Ammonia (as N)	7664-41-7	<0.100	0.100	mg/L	08.28.2020 14:58	U	1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id:	**PFMW-12**	Matrix:	Water	Date Received:	08.27.2020 13:30
Lab Sample Id:	671175-001	Date Collected:	08.27.2020 09:55		
Analytical Method:	Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2			Prep Method:	E351.2P
Tech:	KCS			% Moisture:	
Analyst:	KCS	Date Prep:	08.31.2020 12:49		
Seq Number:	3136166			SUB:	T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Total Kjeldahl	7727-37-9	<0.200	0.200	mg/L	09.01.2020 20:16	U	1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-24** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-002 Date Collected: 08.27.2020 10:50

Analytical Method: Inorganic Anions by EPA 300 Prep Method: E300P
Tech: JYM % Moisture:
Analyst: JYM Date Prep: 08.28.2020 11:50
Seq Number: 3135920 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Chloride	16887-00-6	**679**	5.00	mg/L	08.28.2020 12:49	D	10
Nitrate as N	14797-55-8	**6.59**	0.100	mg/L	08.28.2020 12:33		1
Nitrite as N	14797-65-0	**0.341**	0.100	mg/L	08.28.2020 12:33		1
Sulfate	14808-79-8	**1130**	5.00	mg/L	08.28.2020 12:49	D	10

Analytical Method: TDS by SM2540C
Tech: YAV % Moisture:
Analyst: YAV
Seq Number: 3136102 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Dissolved Solids	1642222	**2890**	5.00	mg/L	09.01.2020 12:00		1

Analytical Method: Total Nitrogen
Tech: ALA % Moisture:
Analyst: ALA
Seq Number: 3136230 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Nitrogen (calculated)	7727-37-9	**7.200**		mg/L	09.02.2020 16:38		1

Analytical Method: Total Phosphorus by EPA 365.1 Prep Method: E365.1_P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.31.2020 15:42
Seq Number: 3136122 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Phosphorus (as P)	7723-14-0	**0.0274**	0.0200	mg/L	09.01.2020 12:08		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-24** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-002 Date Collected: 08.27.2020 10:50

Analytical Method: pH by SM4500-H
Tech: KBU % Moisture:
Analyst: KBU
Seq Number: 3135874 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
pH	12408-02-5	**7.26**		SU	08.28.2020 16:14	K	1
Temperature	TEMP	**24.2**		Deg C	08.28.2020 16:14	K	1

Analytical Method: Recoverable Metals per ICP by EPA 200.7 Prep Method: E200.7P
Tech: MLI % Moisture:
Analyst: DEP Date Prep: 09.01.2020 09:00
Seq Number: 3136432 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Iron	7439-89-6	**0.383**	0.200	mg/L	09.04.2020 05:31		1

Analytical Method: Colilert-18 By SM9223 IDEXX Prep Method: SM9223P
Tech: MIT % Moisture:
Analyst: MIT Date Prep: 08.28.2020 16:00
Seq Number: 3135942 SUB: T104704219-20-23

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
E. Coli (enumeration)	ECOLIF	<1.00		MPN/100ml	08.29.2020 13:10	U	1

Analytical Method: Nitrogen Ammonia by EPA 350.1 Prep Method: E350.1P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.28.2020 12:00
Seq Number: 3135857 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Ammonia (as N)	7664-41-7	<0.100	0.100	mg/L	08.28.2020 15:01	U	1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id:	**PFMW-24**	Matrix:	Water	Date Received:	08.27.2020 13:30
Lab Sample Id:	671175-002	Date Collected:	08.27.2020 10:50		
Analytical Method:	Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2			Prep Method:	E351.2P
Tech:	KCS			% Moisture:	
Analyst:	KCS	Date Prep:	08.31.2020 12:49		
Seq Number:	3136166			SUB:	T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Total Kjeldahl	7727-37-9	**0.269**	0.200	mg/L	09.01.2020 20:17		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-25** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-003 Date Collected: 08.27.2020 11:25

Analytical Method: Inorganic Anions by EPA 300 Prep Method: E300P
Tech: JYM % Moisture:
Analyst: JYM Date Prep: 08.28.2020 11:50
Seq Number: 3135920 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Chloride	16887-00-6	**1040**	5.00	mg/L	08.28.2020 13:21	D	10
Nitrate as N	14797-55-8	**11.9**	0.100	mg/L	08.28.2020 13:05		1
Nitrite as N	14797-65-0	**0.388**	0.100	mg/L	08.28.2020 13:05		1
Sulfate	14808-79-8	**1290**	5.00	mg/L	08.28.2020 13:21	D	10

Analytical Method: TDS by SM2540C
Tech: YAV % Moisture:
Analyst: YAV
Seq Number: 3136102 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Dissolved Solids	1642222	**2620**	5.00	mg/L	09.01.2020 12:00		1

Analytical Method: Total Nitrogen
Tech: ALA % Moisture:
Analyst: ALA
Seq Number: 3136230 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Nitrogen (calculated)	7727-37-9	**12.29**		mg/L	09.02.2020 16:38		1

Analytical Method: Total Phosphorus by EPA 365.1 Prep Method: E365.1_P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.31.2020 15:42
Seq Number: 3136122 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Phosphorus (as P)	7723-14-0	**0.0207**	0.0200	mg/L	09.01.2020 12:09		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-25** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-003 Date Collected: 08.27.2020 11:25

Analytical Method: pH by SM4500-H
Tech: KBU % Moisture:
Analyst: KBU
Seq Number: 3135874 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
pH	12408-02-5	**7.05**		SU	08.28.2020 16:14	K	1
Temperature	TEMP	**24.2**		Deg C	08.28.2020 16:14	K	1

Analytical Method: Recoverable Metals per ICP by EPA 200.7 Prep Method: E200.7P
Tech: MLI % Moisture:
Analyst: DEP Date Prep: 09.01.2020 09:00
Seq Number: 3136432 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Iron	7439-89-6	<0.200	0.200	mg/L	09.04.2020 05:35	U	1

Analytical Method: Colilert-18 By SM9223 IDEXX Prep Method: SM9223P
Tech: MIT % Moisture:
Analyst: MIT Date Prep: 08.28.2020 16:00
Seq Number: 3135942 SUB: T104704219-20-23

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
E. Coli (enumeration)	ECOLIF	<1.00		MPN/100ml	08.29.2020 13:10	U	1

Analytical Method: Nitrogen Ammonia by EPA 350.1 Prep Method: E350.1P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.28.2020 12:00
Seq Number: 3135857 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Ammonia (as N)	7664-41-7	<0.100	0.100	mg/L	08.28.2020 15:16	U	1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id:	**PFMW-25**	Matrix:	Water	Date Received:	08.27.2020 13:30
Lab Sample Id:	671175-003	Date Collected:	08.27.2020 11:25		
Analytical Method:	Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2			Prep Method:	E351.2P
Tech:	KCS			% Moisture:	
Analyst:	KCS	Date Prep:	08.31.2020 12:49		
Seq Number:	3136166			SUB:	T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Total Kjeldahl	7727-37-9	<0.200	0.200	mg/L	09.01.2020 20:18	U	1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-26** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-004 Date Collected: 08.27.2020 11:55

Analytical Method: Inorganic Anions by EPA 300 Prep Method: E300P
Tech: JYM % Moisture:
Analyst: JYM Date Prep: 08.28.2020 11:50
Seq Number: 3135920 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Chloride	16887-00-6	**832**	5.00	mg/L	08.28.2020 14:24	D	10
Nitrate as N	14797-55-8	**8.24**	0.100	mg/L	08.28.2020 13:36		1
Nitrite as N	14797-65-0	**2.93**	0.100	mg/L	08.28.2020 13:36		1
Sulfate	14808-79-8	**1060**	5.00	mg/L	08.28.2020 14:24	D	10

Analytical Method: TDS by SM2540C
Tech: YAV % Moisture:
Analyst: YAV
Seq Number: 3136102 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Dissolved Solids	1642222	**2180**	5.00	mg/L	09.01.2020 12:00		1

Analytical Method: Total Nitrogen
Tech: ALA % Moisture:
Analyst: ALA
Seq Number: 3136230 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Nitrogen (calculated)	7727-37-9	**12.12**		mg/L	09.02.2020 16:38		1

Analytical Method: Total Phosphorus by EPA 365.1 Prep Method: E365.1_P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.31.2020 15:42
Seq Number: 3136122 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Phosphorus (as P)	7723-14-0	**0.0583**	0.0200	mg/L	09.01.2020 12:10		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-26** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-004 Date Collected: 08.27.2020 11:55

Analytical Method: pH by SM4500-H
Tech: KBU % Moisture:
Analyst: KBU
Seq Number: 3135874 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
pH	12408-02-5	**7.02**		SU	08.28.2020 16:14	K	1
Temperature	TEMP	**24.2**		Deg C	08.28.2020 16:14	K	1

Analytical Method: Recoverable Metals per ICP by EPA 200.7 Prep Method: E200.7P
Tech: MLI % Moisture:
Analyst: DEP Date Prep: 09.01.2020 09:00
Seq Number: 3136432 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Iron	7439-89-6	<0.200	0.200	mg/L	09.04.2020 05:48	U	1

Analytical Method: Colilert-18 By SM9223 IDEXX Prep Method: SM9223P
Tech: MIT % Moisture:
Analyst: MIT Date Prep: 08.28.2020 16:00
Seq Number: 3135942 SUB: T104704219-20-23

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
E. Coli (enumeration)	ECOLIF	**261**		MPN/100ml	08.29.2020 13:10		1

Analytical Method: Nitrogen Ammonia by EPA 350.1 Prep Method: E350.1P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.28.2020 12:00
Seq Number: 3135857 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Ammonia (as N)	7664-41-7	<0.100	0.100	mg/L	08.28.2020 15:18	U	1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id:	**PFMW-26**	Matrix:	Water	Date Received:	08.27.2020 13:30
Lab Sample Id:	671175-004	Date Collected:	08.27.2020 11:55		
Analytical Method:	Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2			Prep Method:	E351.2P
Tech:	KCS			% Moisture:	
Analyst:	KCS	Date Prep:	08.31.2020 12:49		
Seq Number:	3136166			SUB:	T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Total Kjeldahl	7727-37-9	**0.950**	0.200	mg/L	09.01.2020 20:19		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-27** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-005 Date Collected: 08.27.2020 12:30

Analytical Method: Inorganic Anions by EPA 300 Prep Method: E300P
Tech: JYM % Moisture:
Analyst: JYM Date Prep: 08.28.2020 11:50
Seq Number: 3135920 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Chloride	16887-00-6	**1380**	5.00	mg/L	08.28.2020 14:56	D	10
Nitrate as N	14797-55-8	**13.8**	0.100	mg/L	08.28.2020 14:40		1
Nitrite as N	14797-65-0	**0.429**	0.100	mg/L	08.28.2020 14:40		1
Sulfate	14808-79-8	**2000**	5.00	mg/L	08.28.2020 14:56	D	10

Analytical Method: TDS by SM2540C
Tech: YAV % Moisture:
Analyst: YAV
Seq Number: 3136102 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Dissolved Solids	1642222	**3330**	5.00	mg/L	09.01.2020 12:00		1

Analytical Method: Total Nitrogen
Tech: ALA % Moisture:
Analyst: ALA
Seq Number: 3136230 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Nitrogen (calculated)	7727-37-9	**14.67**		mg/L	09.02.2020 16:38		1

Analytical Method: Total Phosphorus by EPA 365.1 Prep Method: E365.1_P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.31.2020 15:42
Seq Number: 3136122 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Total Phosphorus (as P)	7723-14-0	**0.0589**	0.0200	mg/L	09.01.2020 12:11		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id: **PFMW-27** Matrix: Water Date Received:08.27.2020 13:30
Lab Sample Id: 671175-005 Date Collected: 08.27.2020 12:30

Analytical Method: pH by SM4500-H
Tech: KBU % Moisture:
Analyst: KBU
Seq Number: 3135874 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
pH	12408-02-5	**7.24**		SU	08.28.2020 16:14	K	1
Temperature	TEMP	**24.2**		Deg C	08.28.2020 16:14	K	1

Analytical Method: Recoverable Metals per ICP by EPA 200.7 Prep Method: E200.7P
Tech: MLI % Moisture:
Analyst: DEP Date Prep: 09.01.2020 09:00
Seq Number: 3136432 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Iron	7439-89-6	**0.381**	0.200	mg/L	09.04.2020 05:52		1

Analytical Method: Colilert-18 By SM9223 IDEXX Prep Method: SM9223P
Tech: MIT % Moisture:
Analyst: MIT Date Prep: 08.28.2020 16:00
Seq Number: 3135942 SUB: T104704219-20-23

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
E. Coli (enumeration)	ECOLIF	**7.50**		MPN/100ml	08.29.2020 13:10		1

Analytical Method: Nitrogen Ammonia by EPA 350.1 Prep Method: E350.1P
Tech: KCS % Moisture:
Analyst: KCS Date Prep: 08.28.2020 12:00
Seq Number: 3135857 SUB: T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Ammonia (as N)	7664-41-7	**0.116**	0.100	mg/L	08.28.2020 15:21		1

Certificate of Analytical Results 671175

C&S Lease Service, LC, Kilgore, TX

Monitor Well Testing

Sample Id:	**PFMW-27**	Matrix:	Water	Date Received:	08.27.2020 13:30
Lab Sample Id:	671175-005	Date Collected:	08.27.2020 12:30		
Analytical Method:	Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2			Prep Method:	E351.2P
Tech:	KCS			% Moisture:	
Analyst:	KCS	Date Prep:	08.31.2020 12:49		
Seq Number:	3136166			SUB:	T104704215-20-38

Parameter	Cas Number	Result	RL	Units	Analysis Date	Flag	Dil
Nitrogen, Total Kjeldahl	7727-37-9	**0.437**	0.200	mg/L	09.01.2020 20:20		1

Flagging Criteria

X In our quality control review of the data a QC deficiency was observed and flagged as noted. MS/MSD recoveries were found to be outside of the laboratory control limits due to possible matrix /chemical interference, or a concentration of target analyte high enough to affect the recovery of the spike concentration. This condition could also affect the relative percent difference in the MS/MSD.

B A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination.

D The sample(s) were diluted due to targets detected over the highest point of the calibration curve, or due to matrix interference. Dilution factors are included in the final results. The result is from a diluted sample.

E The data exceeds the upper calibration limit; therefore, the concentration is reported as estimated.

F RPD exceeded lab control limits.

J The target analyte was positively identified below the quantitation limit and above the detection limit.

U Analyte was not detected.

L The LCS data for this analytical batch was reported below the laboratory control limits for this analyte. The department supervisor and QA Director reviewed data. The samples were either reanalyzed or flagged as estimated concentrations.

H The LCS data for this analytical batch was reported above the laboratory control limits. Supporting QC Data were reviewed by the Department Supervisor and QA Director. Data were determined to be valid for reporting.

K Sample analyzed outside of recommended hold time.

JN A combination of the "N" and the "J" qualifier. The analysis indicates that the analyte is "tentatively identified" and the associated numerical value may not be consistent with the amount actually present in the environmental sample.

** Surrogate recovered outside laboratory control limit.

BRL Below Reporting Limit. **ND** Not Detected.

RL Reporting Limit

MDL Method Detection Limit **SDL** Sample Detection Limit **LOD** Limit of Detection

PQL Practical Quantitation Limit **MQL** Method Quantitation Limit **LOQ** Limit of Quantitation

DL Method Detection Limit

NC Non-Calculable

SMP Client Sample **BLK** Method Blank

BKS/LCS Blank Spike/Laboratory Control Sample **BKSD/LCSD** Blank Spike Duplicate/Laboratory Control Sample Duplicate

MD/SD Method Duplicate/Sample Duplicate **MS** Matrix Spike **MSD:** Matrix Spike Duplicate

+ NELAC certification not offered for this compound.

* (Next to analyte name or method description) = Outside XENCO's scope of NELAC accreditation

C&S Lease Service, LC

Monitor Well Testing

Analytical Method: **Inorganic Anions by EPA 300** Prep Method: E300P
Seq Number: 3135920 Matrix: Water Date Prep: 08.28.2020
MB Sample Id: 7710367-1-BLK LCS Sample Id: 7710367-1-BKS LCSD Sample Id: 7710367-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Chloride	<0.500	10.0	10.7	107	10.7	107	90-110	0	20	mg/L	08.28.2020 09:29	
Nitrate as N	<0.100	10.0	10.3	103	10.3	103	90-110	0	20	mg/L	08.28.2020 09:29	
Nitrite as N	<0.100	10.0	9.62	96	9.64	96	90-110	0	20	mg/L	08.28.2020 09:29	
Sulfate	<0.500	10.0	10.3	103	10.4	104	90-110	1	20	mg/L	08.28.2020 09:29	

Analytical Method: **Inorganic Anions by EPA 300** Prep Method: E300P
Seq Number: 3135920 Matrix: Waste Water Date Prep: 08.28.2020
Parent Sample Id: 671178-001 MS Sample Id: 671178-001 S MSD Sample Id: 671178-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Chloride	92.0	10.0	103	110	103	110	90-110	0	20	mg/L	08.28.2020 16:15	
Nitrate as N	14.1	10.0	24.7	106	24.6	105	90-110	0	20	mg/L	08.28.2020 16:15	
Nitrite as N	0.144	10.0	8.57	84	8.56	84	90-110	0	20	mg/L	08.28.2020 16:15	X
Sulfate	8.18	10.0	18.6	104	18.9	107	90-110	2	20	mg/L	08.28.2020 16:15	

Analytical Method: **Inorganic Anions by EPA 300** Prep Method: E300P
Seq Number: 3135920 Matrix: Waste Water Date Prep: 08.28.2020
Parent Sample Id: 671178-003 MS Sample Id: 671178-003 S MSD Sample Id: 671178-003 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Chloride	74.0	10.0	84.2	102	84.6	106	90-110	0	20	mg/L	08.28.2020 17:34	
Nitrate as N	9.83	10.0	20.3	105	20.3	105	90-110	0	20	mg/L	08.28.2020 17:34	
Nitrite as N	0.147	10.0	8.93	88	9.00	89	90-110	1	20	mg/L	08.28.2020 17:34	X
Sulfate	7.06	10.0	16.9	98	17.2	101	90-110	2	20	mg/L	08.28.2020 17:34	

Analytical Method: **TDS by SM2540C**
Seq Number: 3136102 Matrix: Water
MB Sample Id: 3136102-1-BLK LCS Sample Id: 3136102-1-BKS LCSD Sample Id: 3136102-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Total Dissolved Solids	<5.00	1000	994	99	997	100	80-120	0	10	mg/L	09.01.2020 12:00	

Analytical Method: **TDS by SM2540C**
Seq Number: 3136102 Matrix: Water
Parent Sample Id: 671175-001 MD Sample Id: 671175-001 D

Parameter	Parent Result	MD Result	%RPD	RPD Limit	Units	Analysis Date	Flag
Total Dissolved Solids	3690	3640	1	10	mg/L	09.01.2020 12:00	

MS/MSD Percent Recovery
Relative Percent Difference
LCS/LCSD Recovery
Log Difference

[D] = 100*(C-A) / B
RPD = 200* | (C-E) / (C+E) |
[D] = 100 * (C) / [B]
Log Diff. = Log(Sample Duplicate) - Log(Original Sample)

LCS = Laboratory Control Sample
A = Parent Result
C = MS/LCS Result
E = MSD/LCSD Result

MS = Matrix Spike
B = Spike Added
D = MS/LCS/LCSD % Rec

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Monitor Well Testing

Analytical Method: **TDS by SM2540C**
Seq Number: 3136102 Matrix: Water
Parent Sample Id: 671302-007 MD Sample Id: 671302-007 D

Parameter	Parent Result	MD Result	%RPD	RPD Limit	Units	Analysis Date	Flag
Total Dissolved Solids	696	698	0	10	mg/L	09.01.2020 12:00	

Analytical Method: **Total Phosphorus by EPA 365.1** Prep Method: E365.1_P
Seq Number: 3136122 Matrix: Water Date Prep: 08.31.2020
MB Sample Id: 7710528-1-BLK LCS Sample Id: 7710528-1-BKS LCSD Sample Id: 7710528-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Total Phosphorus (as P)	<0.0200	0.250	0.241	96	0.251	100	90-110	4	20	mg/L	09.01.2020 11:55	

Analytical Method: **Total Phosphorus by EPA 365.1** Prep Method: E365.1_P
Seq Number: 3136122 Matrix: Water Date Prep: 08.31.2020
Parent Sample Id: 671052-001 MS Sample Id: 671052-001 S MSD Sample Id: 671052-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Total Phosphorus (as P)	0.0560	0.250	0.307	100	0.308	101	90-110	0	20	mg/L	09.01.2020 12:17	

Analytical Method: **Total Phosphorus by EPA 365.1** Prep Method: E365.1_P
Seq Number: 3136122 Matrix: Water Date Prep: 08.31.2020
Parent Sample Id: 671179-001 MS Sample Id: 671179-001 S MSD Sample Id: 671179-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Total Phosphorus (as P)	0.0683	0.250	0.295	91	0.295	91	90-110	0	20	mg/L	09.01.2020 12:02	

Analytical Method: **pH by SM4500-H**
Seq Number: 3135874 Matrix: Waste Water
Parent Sample Id: 671137-001 MD Sample Id: 671137-001 D

Parameter	Parent Result	MD Result	%RPD	RPD Limit	Units	Analysis Date	Flag
pH	8.01	8.00	0	20	SU	08.28.2020 16:14	
Temperature	24.2	24.2	0	20	Deg C	08.28.2020 16:14	

Analytical Method: **Recoverable Metals per ICP by EPA 200.7** Prep Method: E200.7P
Seq Number: 3136432 Matrix: Water Date Prep: 09.01.2020
MB Sample Id: 7710566-1-BLK LCS Sample Id: 7710566-1-BKS LCSD Sample Id: 7710566-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Iron	<0.200	5.00	4.75	95	4.74	95	85-115	0	20	mg/L	09.04.2020 04:19	

MS/MSD Percent Recovery
Relative Percent Difference
LCS/LCSD Recovery
Log Difference

[D] = 100*(C-A) / B
RPD = 200* | (C-E) / (C+E) |
[D] = 100 * (C) / [B]
Log Diff. = Log(Sample Duplicate) - Log(Original Sample)

LCS = Laboratory Control Sample
A = Parent Result
C = MS/LCS Result
E = MSD/LCSD Result

MS = Matrix Spike
B = Spike Added
D = MS/LCSD % Rec

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Monitor Well Testing

Analytical Method: Recoverable Metals per ICP by EPA 200.7 — Prep Method: E200.7P
Seq Number: 3136432 — Matrix: Waste Water — Date Prep: 09.01.2020
Parent Sample Id: 670987-001 — MS Sample Id: 670987-001 S — MSD Sample Id: 670987-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Iron	<0.200	5.00	5.22	104	5.24	105	70-130	0	20	mg/L	09.04.2020 04:32	

Analytical Method: Recoverable Metals per ICP by EPA 200.7 — Prep Method: E200.7P
Seq Number: 3136432 — Matrix: Drinking Water — Date Prep: 09.01.2020
Parent Sample Id: 671190-001 — MS Sample Id: 671190-001 S

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	Limits	Units	Analysis Date	Flag
Iron	<0.200	5.00	5.22	104	70-130	mg/L	09.04.2020 05:22	

Analytical Method: Nitrogen Ammonia by EPA 350.1 — Prep Method: E350.1P
Seq Number: 3135857 — Matrix: Water — Date Prep: 08.28.2020
MB Sample Id: 7710393-1-BLK — LCS Sample Id: 7710393-1-BKS — LCSD Sample Id: 7710393-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Nitrogen, Ammonia (as N)	<0.100	1.00	1.01	101	0.997	100	90-110	1	20	mg/L	08.28.2020 13:59	

Analytical Method: Nitrogen Ammonia by EPA 350.1 — Prep Method: E350.1P
Seq Number: 3135857 — Matrix: Water — Date Prep: 08.28.2020
Parent Sample Id: 670931-001 — MS Sample Id: 670931-001 S — MSD Sample Id: 670931-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Nitrogen, Ammonia (as N)	<0.100	1.00	0.977	98	0.985	99	90-110	1	20	mg/L	08.28.2020 14:08	

Analytical Method: Nitrogen Ammonia by EPA 350.1 — Prep Method: E350.1P
Seq Number: 3135857 — Matrix: Liquid — Date Prep: 08.28.2020
Parent Sample Id: 671171-001 — MS Sample Id: 671171-001 S — MSD Sample Id: 671171-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Nitrogen, Ammonia (as N)	<0.100	1.00	1.04	104	1.04	104	90-110	0	20	mg/L	08.28.2020 14:53	

Analytical Method: Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2 — Prep Method: E351.2P
Seq Number: 3136166 — Matrix: Water — Date Prep: 08.31.2020
MB Sample Id: 7710504-1-BLK — LCS Sample Id: 7710504-1-BKS — LCSD Sample Id: 7710504-1-BSD

Parameter	MB Result	Spike Amount	LCS Result	LCS %Rec	LCSD Result	LCSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Nitrogen, Total Kjeldahl	<0.200	2.00	2.13	107	2.14	107	90-110	0	20	mg/L	09.01.2020 20:03	

MS/MSD Percent Recovery — [D] = 100*(C-A) / B — LCS = Laboratory Control Sample — MS = Matrix Spike
Relative Percent Difference — RPD = 200* | (C-E) / (C+E) | — A = Parent Result — B = Spike Added
LCS/LCSD Recovery — [D] = 100 * (C) / [B] — C = MS/LCS Result — D = MS/LCSD % Rec
Log Difference — Log Diff. = Log(Sample Duplicate) - Log(Original Sample) — E = MSD/LCSD Result

C&S Lease Service, LC

Monitor Well Testing

Analytical Method: **Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2** Prep Method: E351.2P

Seq Number: 3136166 Matrix: Water Date Prep: 08.31.2020

Parent Sample Id: 671052-001 MS Sample Id: 671052-001 S MSD Sample Id: 671052-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Nitrogen, Total Kjeldahl	0.834	2.00	2.88	102	2.87	102	90-110	0	20	mg/L	09.01.2020 20:26	

Analytical Method: **Nitrogen, Kjeldahl, Total (Colorime by EPA 351.2** Prep Method: E351.2P

Seq Number: 3136166 Matrix: Water Date Prep: 08.31.2020

Parent Sample Id: 671179-001 MS Sample Id: 671179-001 S MSD Sample Id: 671179-001 SD

Parameter	Parent Result	Spike Amount	MS Result	MS %Rec	MSD Result	MSD %Rec	Limits	%RPD	RPD Limit	Units	Analysis Date	Flag
Nitrogen, Total Kjeldahl	0.809	2.00	2.70	95	2.71	95	90-110	0	20	mg/L	09.01.2020 20:10	

MS/MSD Percent Recovery
Relative Percent Difference
LCS/LCSD Recovery
Log Difference

[D] = 100*(C-A) / B
RPD = 200* | (C-E) / (C+E) |
[D] = 100 * (C) / [B]
Log Diff. = Log(Sample Duplicate) - Log(Original Sample)

LCS = Laboratory Control Sample
A = Parent Result
C = MS/LCS Result
E = MSD/LCSD Result

MS = Matrix Spike
B = Spike Added
D = MS/LCSD % Rec

Chain of Custody

Work Order No: 671175

XENCO LABORATORIES

Houston,TX (281) 240-4200 Dallas,TX (214) 902-0300 San Antonio,TX (210) 509-3334
Midland,TX (432-704-5440) EL Paso,TX (915)585-3443 Lubbock,TX (806)794-1296
Hobbs,NM (575-392-7550) Phoenix,AZ (480-355-0900) Atlanta,GA (770-449-8800) Tampa,FL (813-620-2000) www.xenco.com Page 1 of 1

Project Manager:	Buford Collier	Bill to: (if different)	
Company Name:	C&S Consulting	Company Name:	
Address:	1873 FM 1252 E PO BOX 1049	Address:	
City, State ZIP:	Kilgore TX 75663	City, State ZIP:	
Phone:	903-988-8642	Email:	bcollier@cslease.com

Work Order Comments

Program: UST/PST ☐ PRP ☐ Brownfields ☐ RRC ☐ Superfund ☐
State of Project:
Reporting:Level II ☐ Level III ☐ PST/UST ☐ TRRP ☐ Level IV ☐
Deliverables: EDD ☐ ADaPT ☐ Other:

Project Name:	Monitor Well Testing	Turn Around	
Project Number:		Routine ☒	
P.O. Number:	418802	Rush:	
Sampler's Name:	Rob Pierson	Due Date:	

SAMPLE RECEIPT			
Temp Blank:	Yes (No)	Wet Ice:	(Yes) No
Temperature (°C):	3.5/3.1	Thermometer ID	
Received Intact:	(Yes) No		TR6
Cooler Custody Seals:	Yes No (N/A)	Correction Factor:	-0.4
Sample Custody Seals:	Yes No N/A	Total Containers:	

Sample Identification	Matrix	Date Sampled	Time Sampled	Depth	Number of Containers	Anions (Cl, SO4, NO3, NO2)	Ammonia	TKN & TN	TDS	Total Iron	Total Phosphorus	pH	Total Coliform
PFMW-12	W	8-27-2020	0955			X	X	X	X	X	X	X	X
PFMW-24	W	8-27-2020	1050			X	X	X	X	X	X	X	X
PFMW-25	W	8-27-2020	1125			X	X	X	X	X	X	X	X
PFMW-26	W	8-27-2020	1155			X	X	X	X	X	X	X	X
PFMW-27	W	8-27-2020	1230			X	X	X	X	X	X	X	X
								⊕	⊕				

ANALYSIS REQUEST

Work Order Notes

TAT starts the day received by the lab, if received by 4:30pm

Sample Comments

Total 200.7 / 6010 200.8 / 6020: 8RCRA 13PPM Texas 11 Al Sb As Ba Be B Cd Ca Cr Co Cu Fe Pb Mg Mn Mo Ni K Se Ag SiO2 Na Sr Tl Sn U V Zn

Circle Method(s) and Metal(s) to be analyzed TCLP / SPLP 6010: 8RCRA Sb As Ba Be Cd Cr Co Cu Pb Mn Mo Ni Se Ag Tl U 1631 / 245.1 / 7470 / 7471: Hg

Notice: Signature of this document and relinquishment of samples constitutes a valid purchase order from client company to Xenco, its affiliates and subcontractors. It assigns standard terms and conditions of service. Xenco will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Xenco. A minimum charge of $75.00 will be applied to each project and a charge of $5 for each sample submitted to Xenco, but not analyzed. These terms will be enforced unless previously negotiated.

Relinquished by: (Signature)	Received by: (Signature)	Date/Time	Relinquished by: (Signature)	Received by: (Signature)	Date/Time
1		8-27-2020 1330	2		
3			4		
5			6		

Revised Date 051418 Rev. 2018.1

Final 1.000
10.15.2020 April 15 2023
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PACKET

Inter-Office Shipment

IOS Number : 69558

Date/Time:	08.27.2020	Created by:	Brianna Teel	Please send report to:	Holly Taylor
Lab# From:	**Midland**	Delivery Priority:		Address:	1211 W. Florida Ave
Lab# To:	**Lubbock**	Air Bill No.:	Courier	E-Mail:	holly.taylor@xenco.com

Sample Id	Matrix	Client Sample Id	Sample Collection	Method	Method Name	Lab Due	HT Due	PM	Analytes	Sign
671175-001	W	PFMW-12	08.27.2020 09:55	SM9223B_COLILERT	Colilert-18 By SM9223 IDEXX	09.02.2020	**08.28.2020 15:55**	HTA		
671175-002	W	PFMW-24	08.27.2020 10:50	SM9223B_COLILERT	Colilert-18 By SM9223 IDEXX	09.02.2020	**08.28.2020 16:50**	HTA		
671175-003	W	PFMW-25	08.27.2020 11:25	SM9223B_COLILERT	Colilert-18 By SM9223 IDEXX	09.02.2020	**08.28.2020 17:25**	HTA		
671175-004	W	PFMW-26	08.27.2020 11:55	SM9223B_COLILERT	Colilert-18 By SM9223 IDEXX	09.02.2020	**08.28.2020 17:55**	HTA		
671175-005	W	PFMW-27	08.27.2020 12:30	SM9223B_COLILERT	Colilert-18 By SM9223 IDEXX	09.02.2020	**08.28.2020 18:30**	HTA		

Inter Office Shipment or Sample Comments:

Relinquished By: Brianna Teel

Brianna Teel

Date Relinquished: 08.27.2020

Received By: Michael J Turner

Date Received: 08.28.2020

Cooler Temperature: 1.3

Inter-Office Shipment

IOS Number : 69559

Date/Time:	08.27.2020	Created by:	Brianna Teel	Please send report to:	Holly Taylor
Lab# From:	**Midland**	Delivery Priority:		Address:	1211 W. Florida Ave
Lab# To:	**Houston**	Air Bill No.:	52651666226	E-Mail:	holly.taylor@xenco.com

Sample Id	Matrix	Client Sample Id	Sample Collection	Method	Method Name	Lab Due	HT Due	PM	Analytes	Sign
671175-001	W	PFMW-12	08.27.2020 09:55	E350.1	Nitrogen Ammonia by EPA 350.1	09.02.2020	09.24.2020	HTA	NH3N	
671175-001	W	PFMW-12	08.27.2020 09:55	E351.2	Nitrogen, Kjeldahl, Total (Colorime by E	09.02.2020	09.24.2020	HTA	TKN	
671175-001	W	PFMW-12	08.27.2020 09:55	E200.7	Recoverable Metals per ICP by EPA 200	09.02.2020	02.23.2021	HTA	FE	
671175-001	W	PFMW-12	08.27.2020 09:55	E365.1	Total Phosphorus by EPA 365.1	09.02.2020	09.24.2020	HTA	Total Phos.	
671175-001	W	PFMW-12	08.27.2020 09:55	E300	Inorganic Anions by EPA 300	09.02.2020	**08.29.2020 09:55**	HTA	CL NO2N NO3N SO4	
671175-001	W	PFMW-12	08.27.2020 09:55	SM4500-H	pH by SM4500-H	09.02.2020	**08.27.2020 10:10**	HTA		
671175-001	W	PFMW-12	08.27.2020 09:55	TN	Total Nitrogen	09.02.2020	08.27.2021	HTA		
671175-001	W	PFMW-12	08.27.2020 09:55	SM2540C	TDS by SM2540C	09.02.2020	09.03.2020	HTA	TDS	
671175-002	W	PFMW-24	08.27.2020 10:50	SM2540C	TDS by SM2540C	09.02.2020	09.03.2020	HTA	TDS	
671175-002	W	PFMW-24	08.27.2020 10:50	E365.1	Total Phosphorus by EPA 365.1	09.02.2020	09.24.2020	HTA	Total Phos.	
671175-002	W	PFMW-24	08.27.2020 10:50	E350.1	Nitrogen Ammonia by EPA 350.1	09.02.2020	09.24.2020	HTA	NH3N	
671175-002	W	PFMW-24	08.27.2020 10:50	TN	Total Nitrogen	09.02.2020	08.27.2021	HTA		
671175-002	W	PFMW-24	08.27.2020 10:50	SM4500-H	pH by SM4500-H	09.02.2020	**08.27.2020 11:05**	HTA		
671175-002	W	PFMW-24	08.27.2020 10:50	E300	Inorganic Anions by EPA 300	09.02.2020	**08.29.2020 10:50**	HTA	CL NO2N NO3N SO4	
671175-002	W	PFMW-24	08.27.2020 10:50	E200.7	Recoverable Metals per ICP by EPA 200	09.02.2020	02.23.2021	HTA	FE	
671175-002	W	PFMW-24	08.27.2020 10:50	E351.2	Nitrogen, Kjeldahl, Total (Colorime by E	09.02.2020	09.24.2020	HTA	TKN	
671175-003	W	PFMW-25	08.27.2020 11:25	E300	Inorganic Anions by EPA 300	09.02.2020	**08.29.2020 11:25**	HTA	CL NO2N NO3N SO4	
671175-003	W	PFMW-25	08.27.2020 11:25	E351.2	Nitrogen, Kjeldahl, Total (Colorime by E	09.02.2020	09.24.2020	HTA	TKN	
671175-003	W	PFMW-25	08.27.2020 11:25	E365.1	Total Phosphorus by EPA 365.1	09.02.2020	09.24.2020	HTA	Total Phos.	
671175-003	W	PFMW-25	08.27.2020 11:25	SM4500-H	pH by SM4500-H	09.02.2020	**08.27.2020 11:40**	HTA		
671175-003	W	PFMW-25	08.27.2020 11:25	E200.7	Recoverable Metals per ICP by EPA 200	09.02.2020	02.23.2021	HTA	FE	
671175-003	W	PFMW-25	08.27.2020 11:25	E350.1	Nitrogen Ammonia by EPA 350.1	09.02.2020	09.24.2020	HTA	NH3N	
671175-003	W	PFMW-25	08.27.2020 11:25	SM2540C	TDS by SM2540C	09.02.2020	09.03.2020	HTA	TDS	
671175-003	W	PFMW-25	08.27.2020 11:25	TN	Total Nitrogen	09.02.2020	08.27.2021	HTA		
671175-004	W	PFMW-26	08.27.2020 11:55	TN	Total Nitrogen	09.02.2020	08.27.2021	HTA		

Inter-Office Shipment

IOS Number : 69559

Date/Time:	08.27.2020	Created by:	Brianna Teel	Please send report to:	Holly Taylor
Lab# From:	**Midland**	Delivery Priority:		Address:	1211 W. Florida Ave
Lab# To:	**Houston**	Air Bill No.:	52651666226	E-Mail:	holly.taylor@xenco.com

Sample Id	Matrix	Client Sample Id	Sample Collection	Method	Method Name	Lab Due	HT Due	PM	Analytes	Sign
671175-004	W	PFMW-26	08.27.2020 11:55	E365.1	Total Phosphorus by EPA 365.1	09.02.2020	09.24.2020	HTA	Total Phos.	
671175-004	W	PFMW-26	08.27.2020 11:55	SM4500-H	pH by SM4500-H	09.02.2020	**08.27.2020 12:10**	HTA		
671175-004	W	PFMW-26	08.27.2020 11:55	SM2540C	TDS by SM2540C	09.02.2020	09.03.2020	HTA	TDS	
671175-004	W	PFMW-26	08.27.2020 11:55	E200.7	Recoverable Metals per ICP by EPA 200	09.02.2020	02.23.2021	HTA	FE	
671175-004	W	PFMW-26	08.27.2020 11:55	E300	Inorganic Anions by EPA 300	09.02.2020	**08.29.2020 11:55**	HTA	CL NO2N NO3N SO4	
671175-004	W	PFMW-26	08.27.2020 11:55	E350.1	Nitrogen Ammonia by EPA 350.1	09.02.2020	09.24.2020	HTA	NH3N	
671175-004	W	PFMW-26	08.27.2020 11:55	E351.2	Nitrogen, Kjeldahl, Total (Colorime by E	09.02.2020	09.24.2020	HTA	TKN	
671175-005	W	PFMW-27	08.27.2020 12:30	E351.2	Nitrogen, Kjeldahl, Total (Colorime by E	09.02.2020	09.24.2020	HTA	TKN	
671175-005	W	PFMW-27	08.27.2020 12:30	E350.1	Nitrogen Ammonia by EPA 350.1	09.02.2020	09.24.2020	HTA	NH3N	
671175-005	W	PFMW-27	08.27.2020 12:30	E300	Inorganic Anions by EPA 300	09.02.2020	**08.29.2020 12:30**	HTA	CL NO2N NO3N SO4	
671175-005	W	PFMW-27	08.27.2020 12:30	E200.7	Recoverable Metals per ICP by EPA 200	09.02.2020	02.23.2021	HTA	FE	
671175-005	W	PFMW-27	08.27.2020 12:30	E365.1	Total Phosphorus by EPA 365.1	09.02.2020	09.24.2020	HTA	Total Phos.	
671175-005	W	PFMW-27	08.27.2020 12:30	SM4500-H	pH by SM4500-H	09.02.2020	**08.27.2020 12:45**	HTA		
671175-005	W	PFMW-27	08.27.2020 12:30	SM2540C	TDS by SM2540C	09.02.2020	09.03.2020	HTA	TDS	
671175-005	W	PFMW-27	08.27.2020 12:30	TN	Total Nitrogen	09.02.2020	08.27.2021	HTA		

Inter Office Shipment or Sample Comments:

Relinquished By: Brianna Teel

Date Relinquished: 08.27.2020

Received By: Jhyrom Edralin

Date Received: 08.28.2020

Cooler Temperature: 2.3

Eurofins Xenco, LLC

Inter Office Report- Sample Receipt Checklist

Sent To: Lubbock
IOS #: 69558

Acceptable Temperature Range: 0 - 6 degC
Air and Metal samples Acceptable Range: Ambient
Temperature Measuring device used :

Sent By: Brianna Teel **Date Sent:** 08.27.2020 01.51 PM
Received By: Michael J Turner **Date Received:** 08.28.2020 02.05 PM

Sample Receipt Checklist		Comments
#1 *Temperature of cooler(s)?	1.34	
#2 *Shipping container in good condition?	**Yes**	
#3 *Samples received with appropriate temperature?	**Yes**	
#4 *Custody Seals intact on shipping container/ cooler?	**Yes**	
#5 *Custody Seals Signed and dated for Containers/coolers	**Yes**	
#6 *IOS present?	**Yes**	
#7 Any missing/extra samples?	**No**	
#8 IOS agrees with sample label(s)/matrix?	**Yes**	
#9 Sample matrix/ properties agree with IOS?	**Yes**	
#10 Samples in proper container/ bottle?	**Yes**	
#11 Samples properly preserved?	**Yes**	
#12 Sample container(s) intact?	**Yes**	
#13 Sufficient sample amount for indicated test(s)?	**Yes**	
#14 All samples received within hold time?	**Yes**	

*** Must be completed for after-hours delivery of samples prior to placing in the refrigerator**

NonConformance:

Corrective Action Taken:

Nonconformance Documentation

Contact: _____ **Contacted by :** _____ **Date:** _____

Checklist reviewed by: _____ Date: 08.28.2020
Michael J Turner

Eurofins Xenco, LLC

Inter Office Report- Sample Receipt Checklist

Sent To: Houston

IOS #: 69559

Acceptable Temperature Range: 0 - 6 degC
Air and Metal samples Acceptable Range: Ambient
Temperature Measuring device used : HOU-203

Sent By: Brianna Teel **Date Sent:** 08.27.2020 01.51 PM

Received By: Jhyrom Edralin **Date Received:** 08.28.2020 09.00 AM

Sample Receipt Checklist		Comments
#1 *Temperature of cooler(s)?	2.3	
#2 *Shipping container in good condition?	**Yes**	
#3 *Samples received with appropriate temperature?	**Yes**	
#4 *Custody Seals intact on shipping container/ cooler?	**Yes**	
#5 *Custody Seals Signed and dated for Containers/coolers	**Yes**	
#6 *IOS present?	**Yes**	
#7 Any missing/extra samples?	**No**	
#8 IOS agrees with sample label(s)/matrix?	**Yes**	
#9 Sample matrix/ properties agree with IOS?	**Yes**	
#10 Samples in proper container/ bottle?	**Yes**	
#11 Samples properly preserved?	**Yes**	
#12 Sample container(s) intact?	**Yes**	
#13 Sufficient sample amount for indicated test(s)?	**Yes**	
#14 All samples received within hold time?	**Yes**	

*** Must be completed for after-hours delivery of samples prior to placing in the refrigerator**

NonConformance:

Corrective Action Taken:

Nonconformance Documentation

Contact: _____ **Contacted by :** _____ **Date:** _____

Checklist reviewed by: _____ Date: 08.28.2020
Jhyrom Edralin

Eurofins Xenco, LLC

Prelogin/Nonconformance Report- Sample Log-In

Client: C&S Lease Service, LC

Date/ Time Received: 08.27.2020 01.30.00 PM

Work Order #: 671175

Acceptable Temperature Range: 0 - 6 degC
Air and Metal samples Acceptable Range: Ambient

Temperature Measuring device used : IR-8

Sample Receipt Checklist		Comments
#1 *Temperature of cooler(s)?	3.1	
#2 *Shipping container in good condition?	**Yes**	
#3 *Samples received on ice?	**Yes**	
#4 *Custody Seals intact on shipping container/ cooler?	**N/A**	
#5 Custody Seals intact on sample bottles?	**N/A**	
#6*Custody Seals Signed and dated?	**N/A**	
#7 *Chain of Custody present?	**Yes**	
#8 Any missing/extra samples?	**No**	
#9 Chain of Custody signed when relinquished/ received?	**Yes**	
#10 Chain of Custody agrees with sample labels/matrix?	**Yes**	
#11 Container label(s) legible and intact?	**Yes**	
#12 Samples in proper container/ bottle?	**Yes**	
#13 Samples properly preserved?	**Yes**	
#14 Sample container(s) intact?	**Yes**	
#15 Sufficient sample amount for indicated test(s)?	**Yes**	
#16 All samples received within hold time?	**Yes**	
#17 Subcontract of sample(s)?	**Yes**	Xenco Stafford/Lubbock
#18 Water VOC samples have zero headspace?	**N/A**	

*** Must be completed for after-hours delivery of samples prior to placing in the refrigerator**

Analyst: AJA

PH Device/Lot#: 10bdh1991

Checklist completed by: Brianna Teel

Brianna Teel

Date: 08.27.2020

Checklist reviewed by: Holly Taylor

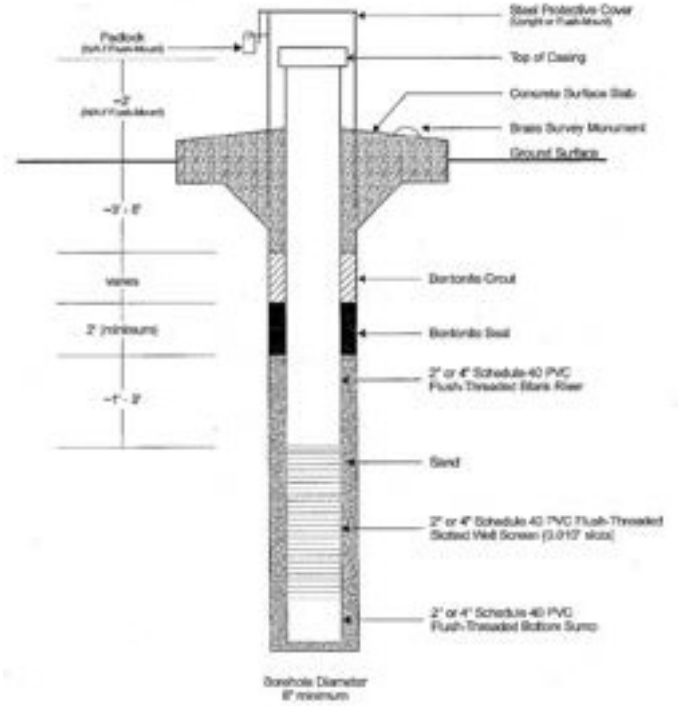
Holly Taylor

Date: 08.28.2020









Groundwater Monitoring Plan for Irrigation Site #2

City of Midland

April 2015

Groundwater Monitoring Plan for Irrigation Site #2

Prepared for:

City of Midland

Prepared by:

HDR

TBPE Firm No. F-754
TBPG Firm No. 50226

April 2015

STATE OF TEXAS
PAULA JO MUDD LEMONDS
99449
LICENSED
PROFESSIONAL ENGINEER
4/16/2015

STATE OF TEXAS
PAULA JO MUDD LEMONDS
Geology
10173
LICENSED
PROFESSIONAL GEOSCIENTIST
4/16/15

Paula Jo Lemonds, P.E., P.G.

STATE OF TEXAS
LARRY F. LAND
31380
REGISTERED
PROFESSIONAL ENGINEER
4/16/2015

Larry F. Land, P.E.

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Appendix D. Example Field Data Sheet

1.0 Introduction and Purpose

This Groundwater Monitoring Plan (Plan) establishes the standards and procedures for sampling groundwater monitoring wells, identifies the constituents to be sampled and analyzed, and defines the frequencies for sampling and reporting at the City of Midland, Irrigation Site #2, also known as the Spraberry Site (Figure 1). The purpose of this Plan is to comply with the terms stated in Special Provision No. 13 of the permit to discharge wastes under provisions of Chapter 26 of the Texas Water Code, Permit No. WQ0010223001 issued November 18, 2004, and renewed through December 1, 2019, for domestic wastewater treatment operations.

The Plan describes the procedures for consistent collection, processing, and analysis of groundwater samples from the installed wells to monitor and ensure the protection of groundwater in accordance with Texas Water Code Chapters 26, 30 Texas Administrative Code (TAC) 305, and TPDES Permit No. WQ0010223001. The standards and practices established in this Plan are designed to ensure that the monitor wells and samples obtained are representative of the groundwater conditions present in the geologic formation sampled by the monitoring wells to protect groundwater.

This Plan includes procedures and techniques for collection, preservation, handling, storage, and analysis of the samples collected for the purpose of groundwater monitoring at the site. In addition, this document generally describes the purpose and procedures for quality assurance, quality control, and reporting of the results of collected groundwater monitoring samples.

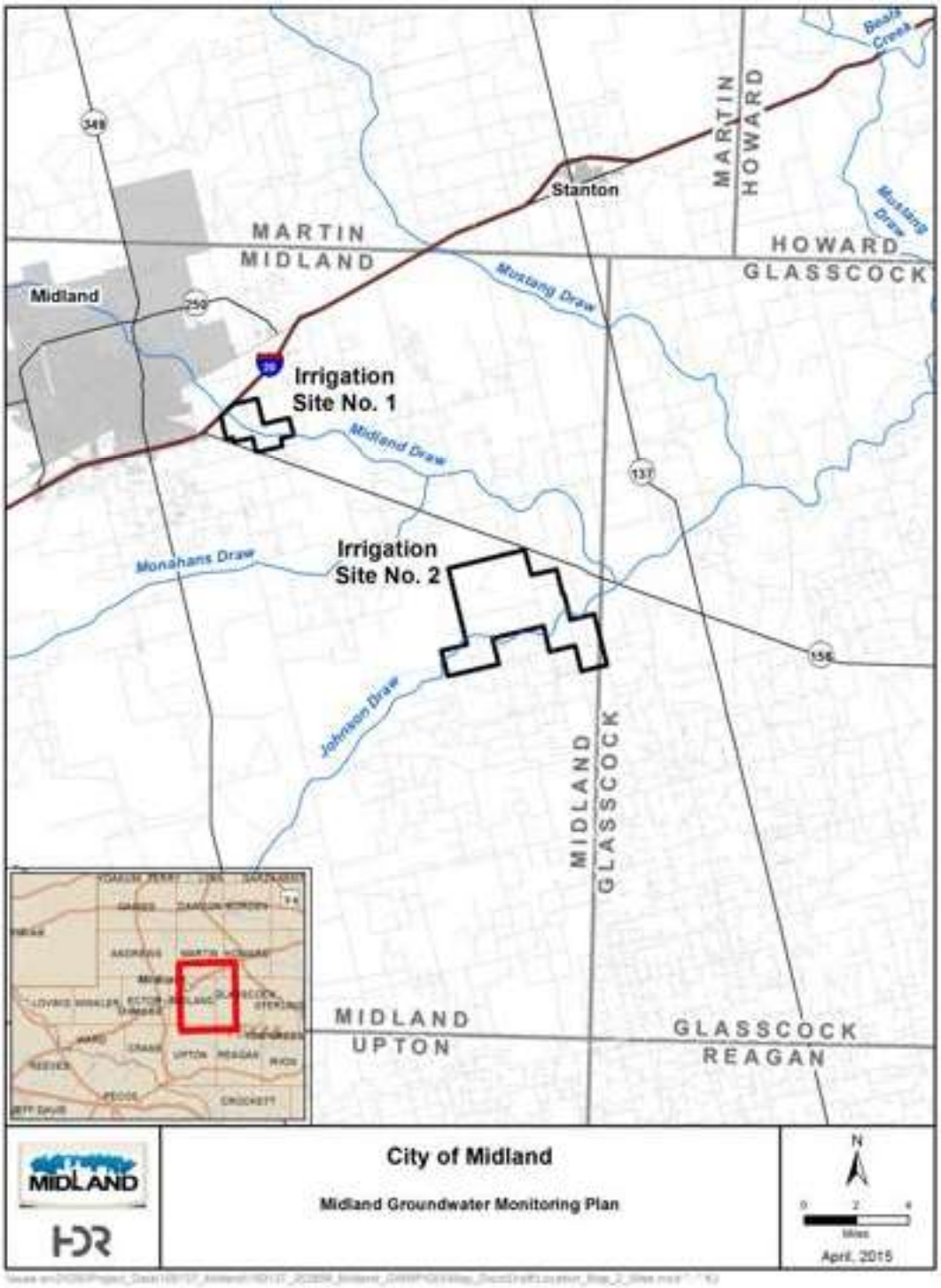


Figure 1: City of Midland, treated domestic wastewater surface irrigation sites

2.0 Hydrogeology

2.1 Area Hydrogeology

The City of Midland and the vicinity is located in the Edwards Plateau region of West Texas. The aquifers in this area, from oldest to youngest, are the Dockum, the Edwards-Trinity (Plateau) aquifer, and the Ogallala.[1]

Geologic units in the study area that contain groundwater range in age from Early Paleozoic to Quaternary. Permian and older aquifers produce very saline to brine quality water, while Triassic, Cretaceous, and more recent aquifers contain moderately saline to fresh water. Water needs for the area are supplied almost entirely by the Edwards-Trinity (Plateau) Aquifer, which occurs in the Edwards Limestone and Antlers Sand formations of Lower Cretaceous age and in sandy units of the Dockum Group of Triassic age, where hydrogeologically connected.[2]

The chemical quality of the ground water over most of the study area does not meet Federal drinking water standards. According to Ashworth and Christian (1989), the quality of water is generally acceptable for irrigation use, but special management practices are needed to grow salt-tolerant crops in some areas.[3]

Regional recharge to the Edwards-Trinity (Plateau) aquifer is by the downward percolation of water occurring on the surface and, to a lesser extent, by local cross-formational flow. Water occurring on the surface is primarily derived from precipitation, although some recharge may also result from irrigation return flow and streamflow losses. According to Ashworth and Christian (1989), the greatest amount of recharge from precipitation probably occurs where the limestone bedrock is exposed, allowing water to percolate unhindered through highly permeable joints, crevices, and solution openings.[4]

2.2 Site Hydrogeology

The geologic formations outcropping in the area include from youngest to oldest, windblown cover sand of Holocene Age; Pleistocene fluviatile terrace deposits; Playa deposits of Pleistocene age; Pleistocene Blackwater Draw Formation; and the Pliocene Age Ogallala Formation (Figure 2). A report completed for the City of Midland in 2010 entitled Groundwater Assessment Report - Spraberry Effluent Application Site (Arcadis, 2010)[5] details the site hydrogeology. The report excerpt describing the site's hydrogeology is included below. Figures referenced in the excerpt are included in Appendix A.

> The Spraberry effluent disposal site is underlain by caliche strata of Quaternary age. Beneath the caliche lies sand and silty sand of Cretaceous Trinity age. The thickness of the caliche and sand varies across the area depending on the topography of the land surface as well as the underlying Triassic "red bed" strata. Based on stratigraphic

[1] Mace, Robert, E., Edward S. Angle, William F. Mullican, III. 2004. Aquifers of the Edwards Plateau, Report 360, Texas Water Development Board.
[2] Ashworth, John B., and Christian, Prescott C., 1989. Evaluation of Ground-Water Resources in Parts of Midland, Reagan, and Upton Counties, Texas, Report 312, Texas Water Development Board.
[3] Ibid.
[4] Ibid.
[5] Arcadis, 2010. Groundwater Assessment Report - Spraberry Effluent Application Site, City of Midland, Midland County, Texas.

information for test holes and monitor wells that were drilled in the 1980s and the monitor wells that were drilled for this groundwater assessment, the thickness of caliche and sand range from about 19 feet to as much as 60 feet.

Triassic strata consisting of red clays (red beds) underlie the caliche and sand strata. The top of the Triassic strata is an erosional surface formed by ancient streams. Figure 2 depicts the approximate elevation of the top of the Triassic strata beneath and in the vicinity of the Spraberry effluent disposal site. This map utilizes the data from the 1980s and incorporates the 2010 data for the recently-constructed monitor wells. Figure 2 depicts an east-west erosional channel in the Triassic strata that is generally coincidental with the present day expression of Johnson Draw. Triassic ridges occur on both the north and south sides of the erosional channel. The trough in the Triassic strata runs along the southern boundary of the irrigated lands associated with the effluent disposal facility.

A report prepared by Ed L. Reed and Associates, Inc. (now ARCADIS U. S., INC.) in 1982 entitled “Geohydrology of the Proposed Effluent Disposal System – Floyd Property” discusses the geology and hydrology of the Spraberry Effluent Disposal Site based on the available information at that time. That report contains the results of 43 test holes drilled on and in the vicinity of the property to evaluate the shallow geology and hydrology. Groundwater was initially found in only 14 of the 43 test holes – most of the water occurring in the form of small seeps requiring up to several days to be measurable. A water table map, developed based on published and measured water level data at that time, showed the existence of a water table trough which followed the general course of Johnson Draw and the general configuration of the erosional channel in the Triassic strata. The water table trough extended to the east and then the northeast to the vicinity of Dewey Lake and into Mustang Draw. Groundwater flow was generally into the water table trough from the north and south then along the trough (and the course of the draw) toward the east then northeast.

The water table contour maps developed for the current groundwater assessment (Figures 3, 4 and 5) show a similar water table trough which also generally follows the course of Johnson Draw.

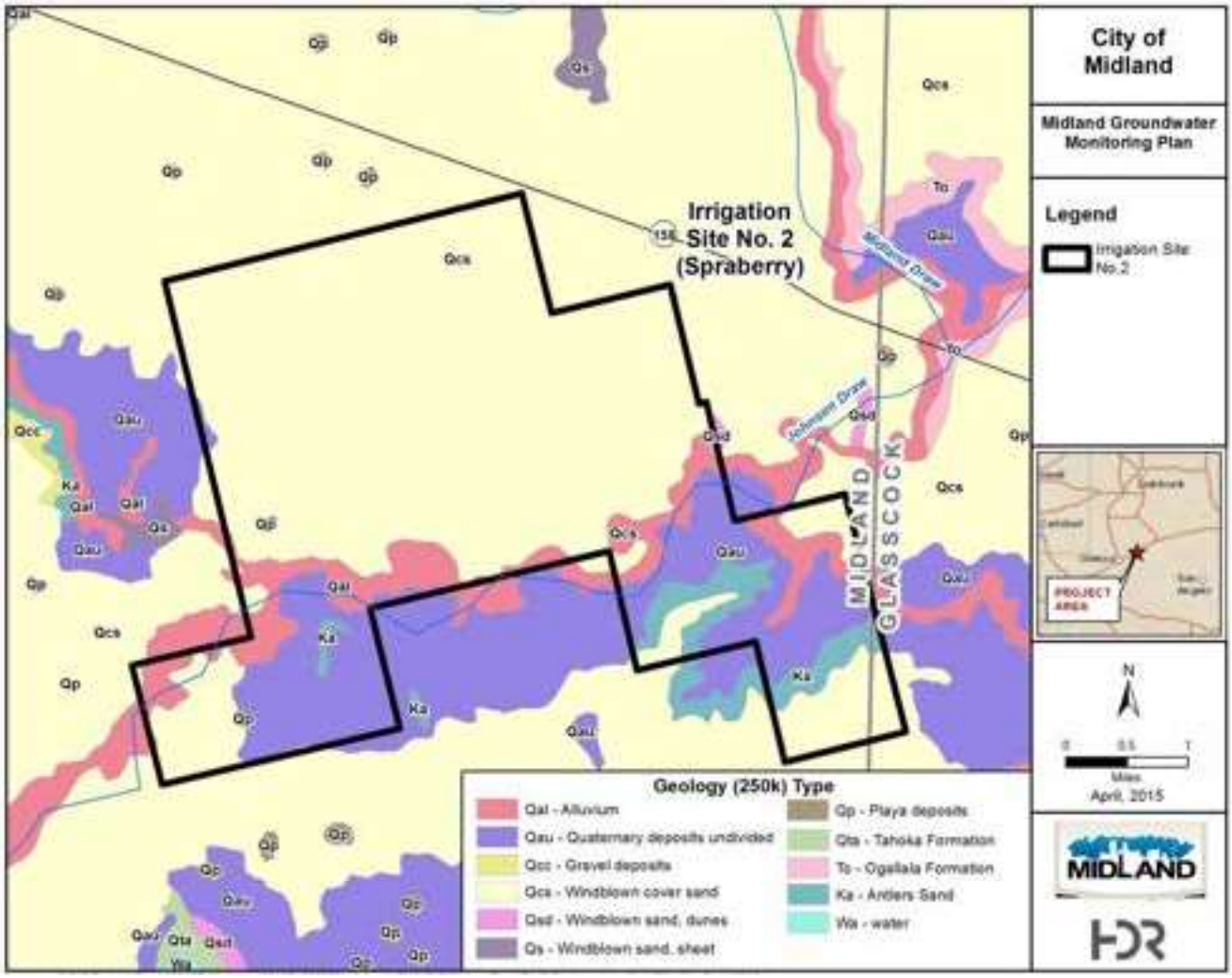


Figure 2. Outcropping geology in the Site #2 irrigation area.

3.0 MONITOR WELLS

3.1 Installed Monitoring Wells

Forty-two four-inch diameter monitor wells are installed at Site #2 (Figure 3). Depths of the monitor wells range from 19 ft to 60 ft below ground surface. All depths were measured from the ground surface at the time of well construction. Elevations of the monitor well measuring points range from 2565.8 ft-msl to 2647.4 ft-msl. Table 1 shows the land surface elevation, total depth, and latitude and longitude of each monitoring well.

A typical cross section of a monitor well is shown in Appendix B. Monitoring wells SBMW 36 through 42 were installed in 2010.The well logs for these monitoring wells are included in Appendix C.

Figure 3 shows the location of the monitor wells at the site.

Table 1. Monitoring wells for Irrigation Site #2

Monitoring Well ID	Location (Section)	GPS Coordinates		Measuring Point Elevation (feet)	Well Diameter (inches)	Well Depth (feet)
		Latitude	Longitude			
SBMW-1	12, TWP 3S	31.89578	101.81147	2589.1	4	45
SBMW-2	12, TWP 3S	31.89655	101.81082	2588.9	4	38
SBMW-3	12, TWP 3S	31.89747	101.81020	2593.0	4	39
SBMW-4	12, TWP 3S	31.89835	101.80963	2594.6	4	38
SBMW-5	12, TWP 3S	31.89925	101.80902	2595.3	4	40
SBMW-6	12, TWP 3S	31.90022	101.80843	2596.1	4	39
SBMW-7	12, TWP 3S	31.90100	101.80788	2593.8	4	43
SBMW-8	12, TWP 3S	31.90195	101.80742	2600.1	4	52
SBMW-9	12, TWP 3S	31.90290	101.80682	2605.9	4	53
SBMW-10	12, TWP 3S	31.90372	101.80628	2606.6	4	50
SBMW-11	12, TWP 3S	31.90457	101.80568	2602.9	4	53
SBMW-12	12, TWP 3S	31.90645	101.80640	2608.1	4	51
SBMW-13	12, TWP 3S	31.90645	101.80455	2606.8	4	56
SBMW-14	12, TWP 3S	31.90870	101.80623	2608.1	4	45
SBMW-15	12, TWP 3S	31.90988	101.80862	2618.8	4	39
SBMW-16	1, TWP 3S	31.90900	101.81118	2619.3	4	60
SBMW-17	12, TWP 3S	31.90470	101.81683	2626.8	4	48
SBMW-18	12, TWP 3S	31.90095	101.80312	2574.9	4	20
SBMW-19	13, TWP 3S	31.89658	101.80130	2578.8	4	29
SBMW-20	13, TWP 3S	31.89255	101.80012	2573.8	4	26
SBMW-21	13, TWP 3S	31.88915	101.79887	2567.3	4	24
SBMW-22	13, TWP 3S	31.88500	101.79768	2565.8	4	19
SBMW-23	15, TWP 3S	31.87570	101.83370	2583.0	4	20
SBMW-24	15, TWP 3S	31.87518	101.83760	2578.5	4	20
SBMW-25	15, TWP 3S	31.87437	101.84130	2584.8	4	19
SBMW-26	15, TWP 3S	31.87353	101.84507	2587.8	4	22
SBMW-27	10, TWP 3S	31.89320	101.85267	2613.0	4	34
SBMW-28	3, TWP 3S	31.90398	101.85322	2640.7	4	38
SBMW-29	3, TWP 3S	31.90666	101.84060	2637.6	4	38
SBMW-30	2, TWP 3S	31.91008	101.82501	2637.5	4	52
SBMW-31R	3, TWP 3S	31.91753	101.84233	2639.5 est	4	45
SBMW-32	2, TWP 3S	31.91917	101.82905	2636.3	4	43
SBMW-33	2, TWP 3S	31.91685	101.84005	2639.6	4	42.5
SBMW-34	3, TWP 3S	31.91762	101.84665	2641.3	4	46
SBMW-35	3, TWP 3S	31.91430	101.85702	2645.5	4	45
SBMW-36	14, TWP 3S	31.87750	101.82770	2580.0	4	24
SBMW-37	14, TWP 3S	31.87920	101.82050	2578.7	4	24.5
SBMW-38	14, TWP 3S	31.88437	101.81792	2575.8	4	35
SBMW-39	13, TWP 3S	31.88790	101.81270	2573.8	4	23
SBMW-40	13, TWP 3S	31.89210	101.80480	2571.8	4	24.5
SBMW-41	3, TWP 3S	31.91420	101.85155	2647.4	4	42
SBMW-42	10, TWP 3S	31.89767	101.85452	2625.9	4	30.5

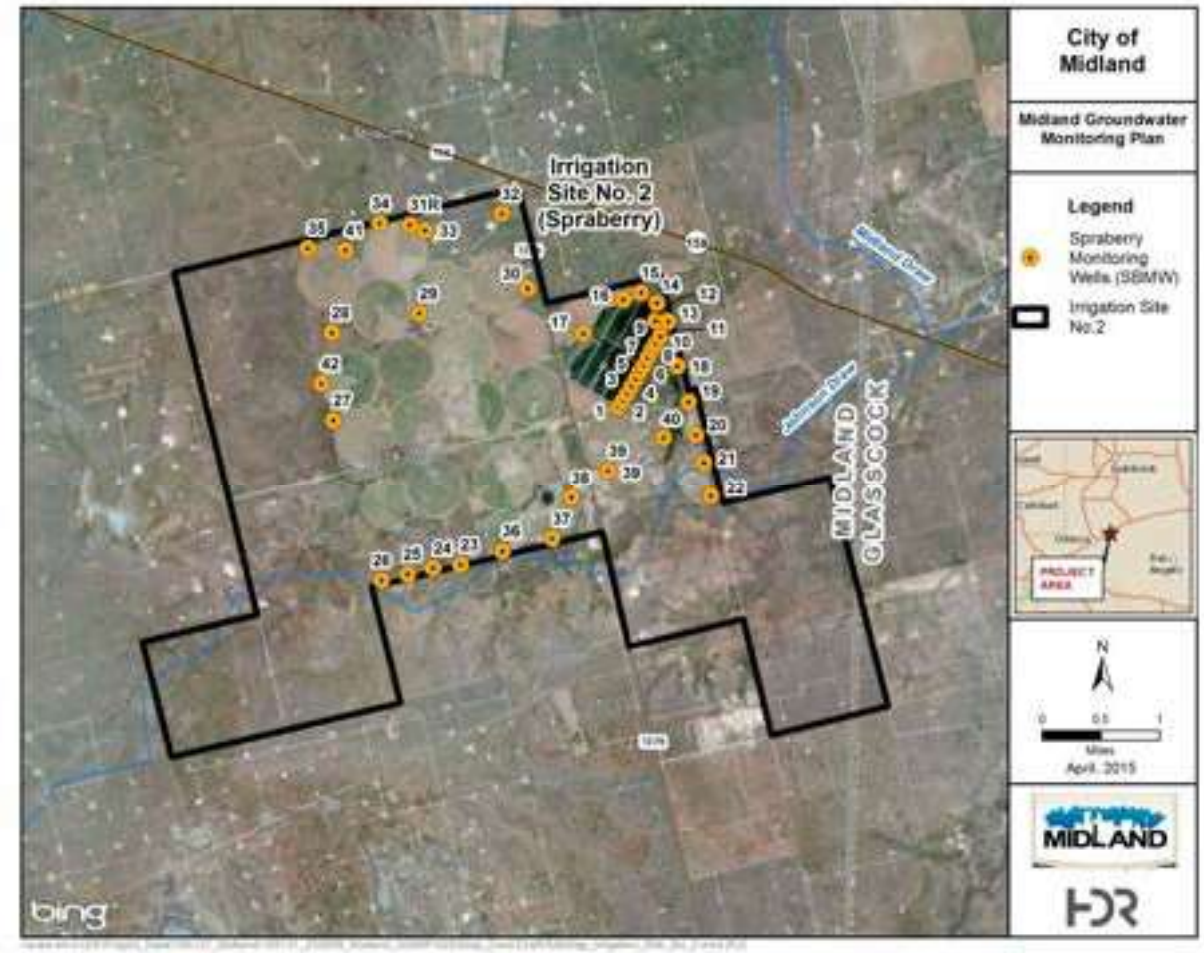


Figure 3. Location of Site #2 monitoring wells

3.2 Monitor Wells Selected for Sampling Network

A review of the monitor well locations and historical data was performed to select a representative sampling network that meets the objective of this monitoring plan. The selection considered: (1) spatial distribution, (2) variability of water quality data (Arcadis, 2010)[6] and (3) characterization of potential underflow to and from the site. The spatial distribution review emphasized the southeast side of the terminal storage reservoir where the density of the monitoring wells is great, and also considered monitor wells along the site boundary. The data review considered the temporal pattern and the magnitude of total dissolved solids, sulfate, chlorides and nitrates to identify neighboring monitor wells that had essentially the same water

[6] Arcadis, 2010. Groundwater Assessment Report - Spraberry Effluent Application Site, City of Midland, Midland County, Texas.

quality signature. The review of wells along the property boundary considered coverage and water quality signatures. Well depths appear to be similar and were not a consideration in the selection process. The most recently installed wells (SBMW 36 through SMMW-42) are in the selected sampling network. There are 32 monitoring wells in the selected network. The selected monitoring wells for the sampling network are listed in Table 2, and their locations are shown in Figure 4.

Table 2. Selected monitoring wells for Site #2 sampling network

Monitoring Well ID
SBMW-1
SBMW-5
SBMW-9
SBMW-13
SBMW-14
SBMW-15
SBMW-16
SBMW-17
SBMW-18
SBMW-19
SBMW-20
SBMW-21
SBMW-22
SBMW-23
SBMW-24
SBMW-26
SBMW-27
SBMW-28
SBMW-29
SBMW-30
SBMW-31R
SBMW-32
SBMW-33
SBMW-34
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SBMW-37
SBMW-38
SBMW-39
SBMW-40
SBMW-41
SBMW-42

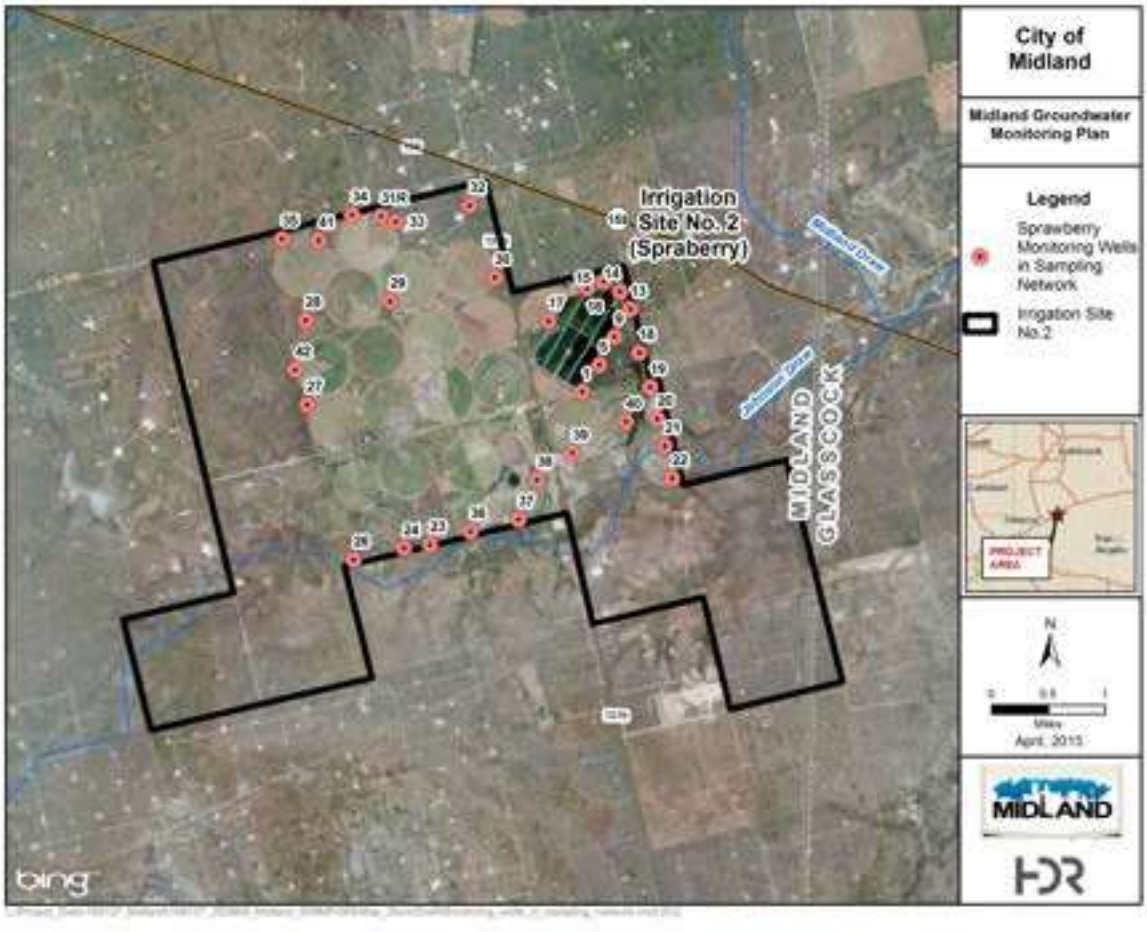


Figure 4. Location of Site #2 monitoring well sampling network

3.3 Future Installation of Monitor Wells

If necessary, any new monitor well will be installed, developed and added to the monitoring network. Well development will consist of purging three or four well volumes of groundwater from each well to remove fine sediment from the pore spaces in and near the well borehole, which was disturbed during the installation process. Water removed from the monitor well during development and subsequent purging events performed prior to sampling, will be stored onsite in 55-gallon drums or other suitable containers. Purged water will be properly disposed of in accordance with applicable regulations. Purging will be conducted using procedures identified in Section 4.4 of this document.

Following completion of a monitor well installation and development process, sample collection can commence.

4.0 SAMPLE COLLECTION

The steps described in the sections below will be completed each time a groundwater sample is collected.

4.1 Well Inspection

Prior to the commencement of purging, the integrity of the monitor well will be visually inspected. The casing and concrete pad will be examined for cracks or fissures. Well caps will be checked that they are locked and secure. The well will also be inspected for damage (e.g., vandalism, animals or insects, heavy equipment operations). A description of potential sources of contamination and any damage will be recorded on the field data sheet found in Appendix C, or a similarly suitable form. When necessary, appropriate repairs will be made to damaged wells.

Surface water and wastewater effluent will be prevented from directly entering the monitoring wells by the use of appropriate best management practices, both structural and non-structural. Any monitoring well that is damaged to the extent that it is no longer suitable for sampling or shows evidence of surface water leakage into it shall be reported, along with a recommendation about whether to repair, replace, or relocate the well.

4.2 Field Data Sheet

A field data sheet for recording groundwater data will be completed for each monitor well during every sampling event. The field data sheet in Appendix C, or a similarly suitable form, will be used to record the measurements, comments, and other pertinent data related to the sample collection process. Prior to each sampling event, each monitor well will be inspected for any damage according to Section 4.1. Water level measurements will be recorded in accordance with Section 4.3. Each monitor well will be purged according to Section 4.4. Sample collection, preservation, and shipment will be conducted in accordance with Section 4.5. Sample preservation, bottle type, and volume will be determined by the laboratory performing analysis.

Sampling parameters, frequency, and reporting requirements for groundwater monitoring at the site will be performed in accordance with Sections 5 and 6.

4.3 Water-level Measurement

The location of each well will be verified to make sure that the correct well is sampled. The well identification number will be copied from the identification marker on the well and recorded on a field data sheet the same as or similar to the form included in Appendix C.

Prior to purging, water levels will be measured. Water-level measurements will be taken over a period of time short enough to avoid temporal variations in water levels among wells. Water-level measurements will be taken from a permanent, easily identified reference point, or datum, at the well. Typically this datum will be the top of the casing (TOC) or the top of the protective pipe.

The depth to water will be recorded to the nearest hundredth of a foot, and the elevation of the water level will be calculated during each sampling event. The depth to the bottom of the well

will also be recorded. The water-level measuring device will be decontaminated before and after each use. The collection, storage and disposal of decontamination fluids will be managed appropriately. Decontamination procedures will be performed as outlined in Section 4.4.1.

If any monitoring well is either dry or inaccessible during any sampling event, the well will be checked every 30 days until an analytical sample can be obtained and the results of the sample reported. If a well remains inaccessible for a six-month period such that an analytical sample cannot be obtained, the well will be reworked or the obstruction removed and the well sampled and reported. If the well remains dry for a six-month period such that an analytical sample cannot be obtained, and the TCEQ Executive Director determines that an additional well is needed, additional wells will be constructed.

4.4 Well Purging

Prior to sampling, each well will be purged by bailing or pumping. Purging of the well will remove stagnant water and ensure that representative and meaningful samples are obtained.

Care will be exercised during purging to avoid introducing contaminants into the water in the well. Disposable, powder-free, nitrile or latex gloves will be used to minimize the chances of cross-contamination. Gloves will be changed after each well. Either disposable bailers, or well-dedicated bailers/pumps will be used to maximize the likelihood of obtaining a clean sample and minimize the potential for cross-contamination. If disposable bailers are utilized, each bailer will be used for only one well. The bailer will be discarded after use.

If conditions do not allow either dedicated or disposable equipment, the purging device(s) will be decontaminated between wells. Decontamination of the reusable purging equipment will be performed to ensure that there is no cross contamination between wells. The collection, storage and disposal of decontamination fluids will be managed appropriately. Decontamination procedures will be performed as outlined described below in Section 4.4.1.

Bailers used for purging shall be constructed of Teflon™, polypropylene, PVC, stainless steel or other inert material. The bailer will be lowered gently to a point near the bottom of the screen, and then brought slowly to the surface. The purging device shall not be allowed to touch the bottom of the well since this may disturb sediments and increase turbulence. Prior to sampling with a bailer, the well will be purged until at least three well volumes of water have been removed. Calculation of well volumes for each well will be based on the total height of water, as measured prior to purging, and the following rates for 2" and 4" wells, respectively: 2"- 0.163 gal/ft, 4"- 0.6528 gal/ft. For wells that recharge slowly, the well may be purged dry before the three well volumes are removed. For these wells, purging to dryness is sufficient. Where possible, the water level will be allowed to recover to within approximately 90% of the pre-purge water level so that a complete collection of samples can be obtained. Purging will be considered complete once three well volumes have been removed (if the well is not purged to dryness).

Data collected prior to and during sampling will be recorded on field data sheets (the same or similar to that included in Appendix C) and will include the volume of water purged from the well, depth to water, water-level elevation, depth to the bottom of the well, height of the water column,

well volume, well purging time, a record of pH, conductivity, temperature, and turbidity observations, and any other pertinent information.

The water removed from a well during purging will be stored on-site in 55-gallon drums or other suitable containers. Purged water will be properly disposed of in accordance with applicable regulations.

4.4.1 Recommended Cleaning and Decontamination Procedures

Decontamination procedures will be performed as outlined described below.

FIELD PROCEDURE

The following cleaning and decontamination procedure is recommended.

1. Clean sampling equipment with a non-phosphate detergent soap mixture,
2. Rinse with distilled or deionized water.

In addition, if non-dedicated (reusable) bailers or pumps are used, these further steps will be included.

3. Equipment which will be used immediately will be placed on a clean plastic sheet. Equipment which will not be used immediately will be wrapped in clean plastic.
4. Pumps will be decontaminated by disassembling the pump, properly cleaning all internal and external parts according to the afore-mentioned procedure, and reassembling the pump.

4.5 Sample Collection

Proper sample collection, preservation, and shipment procedures are critical to ensure the integrity of the samples. Methods and procedures used shall be consistent from well to well and from one sampling event to the next.

4.5.1 Sample Collection

Efforts shall be made to minimize turbulence and aeration during sampling. The bailer shall be equipped with a bottom-emptying device which will reduce turbulence. The bailer will also be capable of significantly minimizing sample agitation and be able to discharge the sample at a low rate. Additionally, the intake device for bailers will be located within or above the screened portion of the well.

Transfer containers will not be used for sample collection. If non-dedicated sampling devices are used, they will be cleaned and decontaminated using those procedures outlined in Section 4.4.1. All non-dedicated equipment will be subjected to a final rinse with distilled or deionized water. Soiled sample bottles, bailer rope, rubber hose, gloves, or filtration media shall not be used.

If a sufficient volume of water is available in the well, the first portion of water (approximately one gallon), shall be discarded to help eliminate any oxidized water that may be present at the top of the water column.

4.5.2 Field Measurements

An unfiltered portion of water from the well will be placed into a clean container for field measurement of specific conductance, temperature, and pH. Field parameters will be measured using hand held instruments placed directly into discharged water. Temperature will be measured immediately. Next, measurements of specific conductance shall be made to avoid any effect on the sample from salts on the pH probe. Specific conductance determinations will be followed by pH measurements. Observations regarding the water (e.g., color, odor, foaming, presence of more than one phase of liquid, turbidity of the sample) will be recorded. The water used for these field measurements will be discarded as outlined previously.

4.5.3 Sample Containers

The number and types of containers and their respective physical and chemical preservatives will be consistent with the requirements of the approved analytical methods and the qualified laboratory performing analysis. All samples will be collected in a manner that reduces sample aeration. To avoid confusion and possibilities of contamination, a minimum number of containers will be used for each well.

4.5.4 Sample Preservation and Holding Times

Holding times, sample preservation, and sample volumes required for each analysis will be reviewed with the laboratory prior to sampling. Acceptable sample holding times, sample volumes, and preservation methods will be consistent with the requirements of the approved analytical methods and the qualified laboratory performing analysis.

4.5.5 Sample Storage and Transport

Properly labeled and filled sample containers shall be placed in re-sealable bags, then into an ice chest or other insulated container packed with sufficient ice to keep them cold (approximately 4°C or 39.2°F). Adequate ice will be kept in the ice chest to maintain the temperature until the samples are transported to the laboratory. Dry ice will not be used to chill the samples because of the danger of freezing the samples and bursting the containers.

If the samples are shipped, sturdy insulated containers will be used. The insulated container shall be cushioned inside to prevent breakage of the sample containers. Finally, the insulated container will be thoroughly sealed with cloth tape or reinforced shipping tape.

4.5.6. Chain-of-custody Documentation

Chain-of-custody (COC) procedures are essential to ensure sample integrity and to provide legally and technically defensible data. The required COC document will be initiated by the sampler. The COC will accompany the samples during transport and will be protected from moisture in a re-sealable plastic bag. It will be completed by each party handling the samples, to provide evidence of possession of the samples at all times. Individuals relinquishing and receiving the samples will sign, date, and record the time of transfer on the COC form.

4.5.7 Sampling Documentation

Information related to a sampling event will be recorded on field data sheets. All entries will be made in ink. Information recorded on field data sheets may include site name, date, time, monitor well number, name and identity of people doing the work, all field measurements

including the numerical values and units, and the integrity of the well. Entry errors will be noted as such, and shall be dated and initialed by the person making corrections. The forms will be protected and maintained in a secure place.

5.0 SAMPLING PARAMETERS AND FREQUENCY

Sampling of the groundwater monitoring wells at the site will be conducted twice per year (approximately once every six months) for the following parameters shown in Table 2 and listed in Special Provision No. 13 in TPDES Permit No. WQ0010223001. In addition, field measurements will be made for pH, conductivity, temperature, oxidation/reduction potential and static water level (measured in feet below ground surface) for each groundwater sample.

Samples will be collected from each of the monitor wells. Groundwater monitoring will be performed twice a year for the life of the permit or until modified in accordance with applicable regulations or as directed by state or federal regulating agencies.

Table 3. Groundwater parameters to be laboratory analyzed

Parameter	***Units***
Sulfate	mg/L
Total Dissolved Solids	mg/L
Chloride	mg/L
Iron	mg/L
Ammonia	mg/L
Nitrate as Nitrogen	mg/L
Total Nitrogen	mg/L
Total Phosphorus	mg/L
Fecal Coliform	MPN/100mL
pH	-
Water Table Elevations	ft bgs

6.0 ANALYTICAL METHODS AND REPORTING LIMITS

The groundwater monitoring program will include analytical methods and reporting limits that are appropriate and that accurately measure the constituents and other monitoring parameters in groundwater samples. The typical EPA Methods for laboratory analysis are included in the Table 3. Analyses of the samples will be performed by a laboratory accredited by the State of Texas under the National Environmental Laboratory Accreditation Program (NELAP).

Table 4. Analysis methods for the groundwater parameters to be analyzed

Parameter	*Units*	*Analysis Method*
Sulfate	mg/L	EPA 300.1
Total Dissolved Solids	mg/L	EPA 160.1
Chloride	mg/L	EPA 300.1
Iron	Mg/L	EPA 200.8
Ammonia	mg/L	SM 4500-NH_3 D
Nitrate as Nitrogen	mg/L	EPA 300.1
Total Nitrogen	mg/L	EPA 351.2
Total Phosphorus	mg/L	EPA 365.3
Fecal Coliform	MPN/100 mL	SM 9223-B
pH	-	EPA 150.1
Water Table Elevations	ft bgs	EPA SOP#: 2043

7.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Quality assurance is defined as the adherence of laboratory systems and procedures to specific standards and specifications. Quality control is defined as the methodology employed to assess the quality assurance program. The field and laboratory QA/QC procedures presented in this section, as well as those procedures outlined in other sections of this document, are designed to ensure that the laboratory data are accurate, precise, and legally defensible.

7.1 Field QA/QC

Specific field procedures which will be utilized are found in Section 4.0 related to well inspection, water level measurements, well purging, and sample collection, preservation, and shipment. Items not covered in those sections are presented below.

7.1.1 Personnel

Personnel will be thoroughly familiar with required field equipment, its operation, maintenance, and calibration. Personnel shall also possess knowledge of all methodologies, procedures, and measurements which relate to field sampling.

7.1.2 Container Labels

Prior to the beginning of sampling, labels will be completed and placed on the sample bottles. The labels should contain pertinent information, which may include the following: date, type of analysis required, site permit name or number, well number, sampler's name, and a unique lab identification number. All information will be printed on the labels with a water-proof, indelible pen. The label may also be covered with transparent tape for protection and to prevent easy removal. For some bottles, information may be written on the bottles and separate labels may not be necessary.

7.1.3 Pre-sampling Protocol

Before any work begins around the monitoring well, a plastic sheet will be placed on the concrete pad surrounding the wellhead. The plastic sheet will cover a large enough area so that the bailer, bailer rope, and other sampling equipment are prevented from becoming contaminated by contacting the ground or the concrete pad. The plastic sheet will be replaced between sampling each well. Disposable, powder-free, nitrile or latex gloves will be used during all measuring, purging, and sampling. Gloves will be changed between bailing/purging and sampling, and between each well. The gloves will be discarded after each use.

7.1.4 Additional Sampling Procedures

The area around the sampling point will be checked for possible sources of air contamination. All water samples will be collected as close to the well head as practical. The sampling device will be held as close as possible to the container, but the two will not be allowed to touch.

7.1.5 Decontamination Procedures

Sample and water-level measuring equipment will be decontaminated prior to being transported to the site. Between wells, the equipment will be decontaminated appropriately in the field in accordance with the procedures outlined in Section 4.4.1. Rinse water and decontamination water will be captured and stored for disposal in the dedicated containers used for purge water storage.

7.1.6 Instrumentation

WATER LEVEL MEASUREMENT

Water levels shall be measured with an electric Solinst 101 Water Level Meter or equivalent. This type of instrument consists of a stainless steel probe attached to a permanently marked polyethylene tape. Conductors are embedded within the tape and attached to the probe. When the probe contacts water, an electric circuit is completed across an insulating gap within the probe and a signal is sounded at the surface. Depth-to-water measurements are then made from the surface datum. Prior to and following a water level measurement, the water level instrument will be rinsed in accordance with procedures in Section 4.4.1.

pH METER

The pH meter will be capable of attaining a minimum two-point calibration. The instrument will be calibrated prior to each use with pH buffers of 4.00 and 7.00 or 7.00 and 10.00. Linearity will be checked with a third standard. Buffers will closely bracket the sample pH value. If the measurements are not linear, the instrument shall be adjusted and re-calibrated. If still not in proper working order, a substitute pH meter will be used. If attempts to calibrate the substitute fail, testing will cease until the pH meter is in proper working order or replaced. Calibration results will be recorded and maintained in a secure place. Prior to, following, and between pH measurements at each well, the pH meter will be rinsed with distilled or deionized water.

CONDUCTIVITY METER

The conductivity meter will be calibrated prior to each groundwater sampling event. It will be calibrated using a range of standards and checked with standards that are as close to the

suspected sample range concentration as possible, in order to insure linearity. If linearity is not attained, the instrument will be adjusted and re-calibrated. If still not in proper working order, a substitute conductivity meter will be used. If attempts to calibrate the substitute instrument fail, testing will cease until the conductivity meter is in proper working order or replaced. Calibration results will be recorded and maintained in a secure place. Prior to, and following readings taken at each well, the conductivity meter will be rinsed with distilled or deionized water.

7.1.7 Sample Collection Records

Sample collection records shall contain the names of personnel conducting the activity, sample numbers, location, date, climatic conditions, and other useful observations. Use of all QC samples will be documented in the sample collection records.

The analytical results of the groundwater samples collected during the semiannual groundwater monitoring sampling events will be submitted to the Water Quality Assessment Team (MC 150), TCEQ Region 7 – Midland, and the Glasscock County Groundwater Conservation District by February 1st of each year in order to comply with Special Provision No. 13 in TPDES Permit No. WQ0010223001.

The annual monitoring report will include the following items as related to the year represented by the annual report:

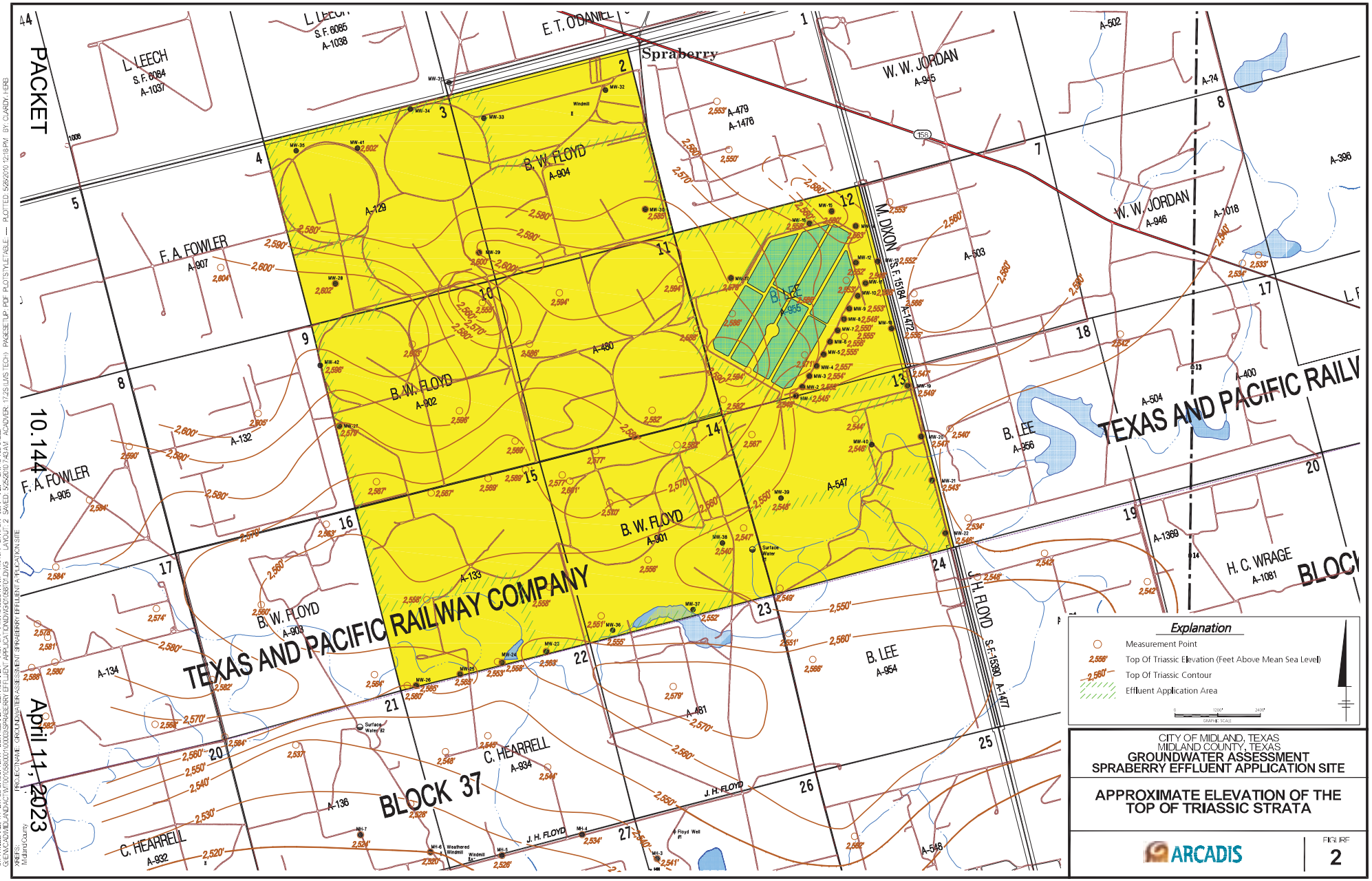
- Copies of laboratory reports, field parameter data, purging data;
- Summary of the groundwater data with trend analysis using all available historical data (must include at least the last five years of data);
- Annual potentiometric surface map, and
- Discussion of the results compared to all available historical data (must include at least the last five years of data).

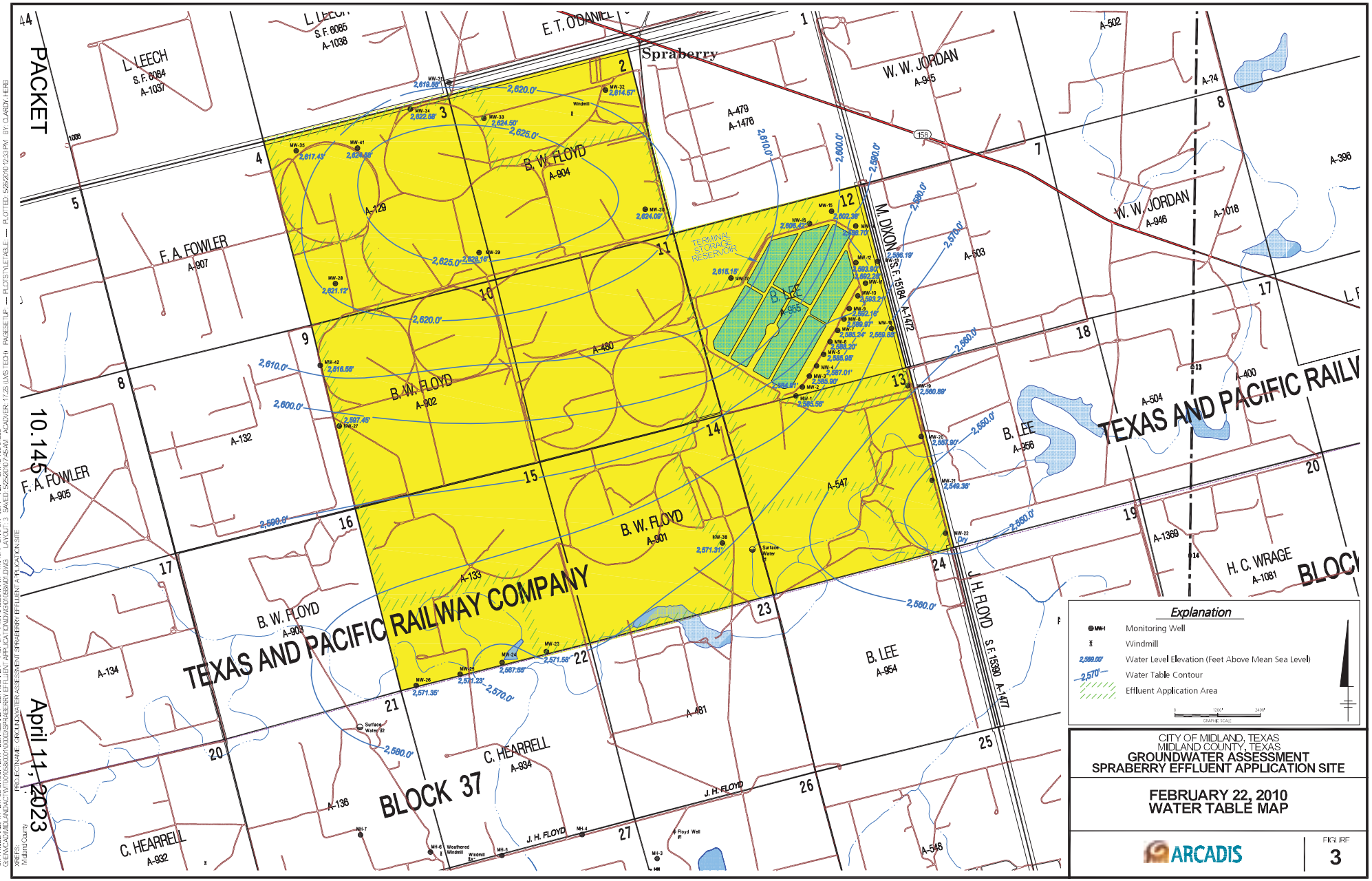
Groundwater data will not be available for Irrigation Site#1/Plant Site until commencement of monitoring activities at the site. Additionally, the annual groundwater monitoring report will include any recommendations for any changes related to groundwater monitoring activities.

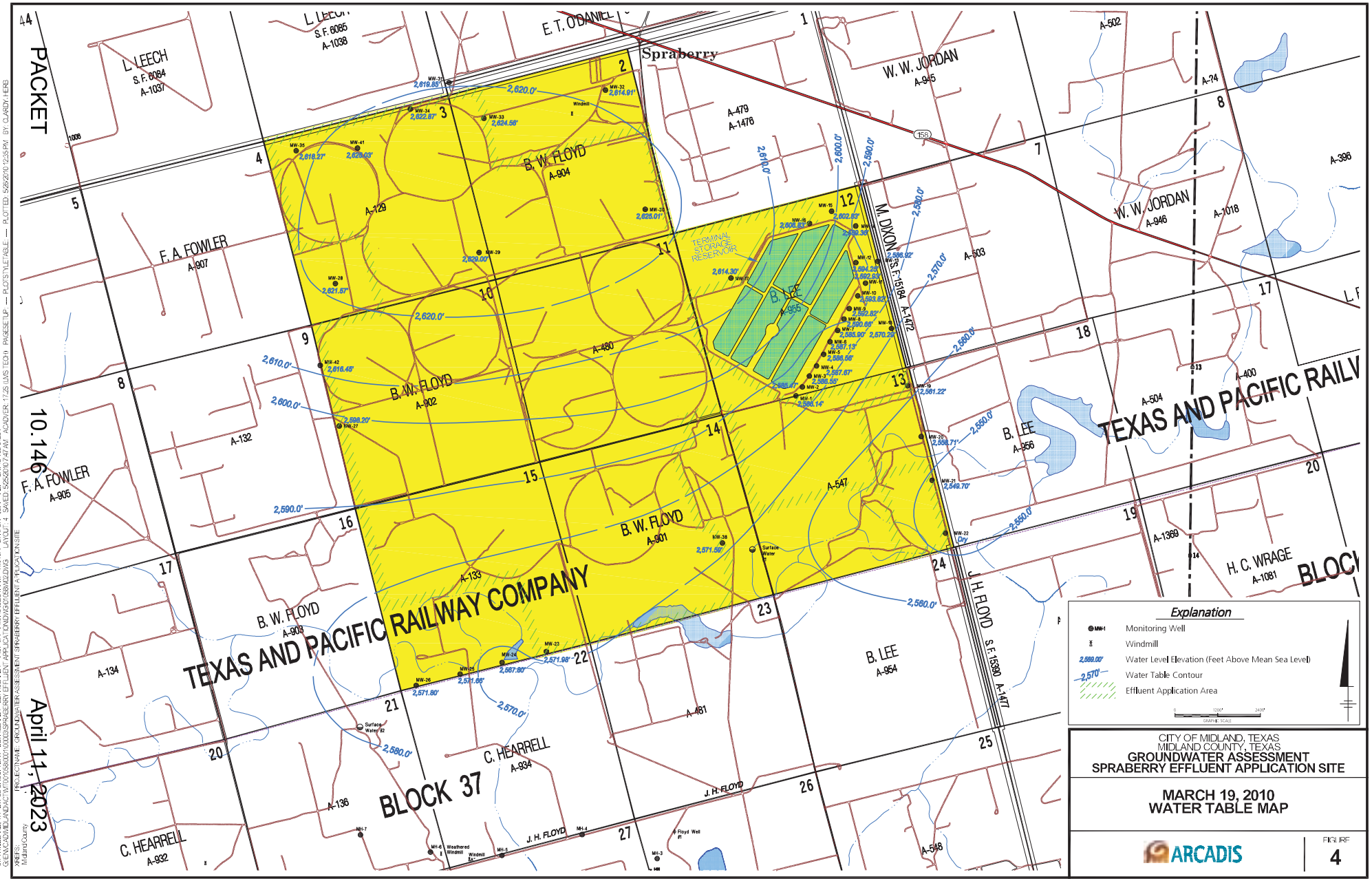
8.0 Future Irrigation Areas

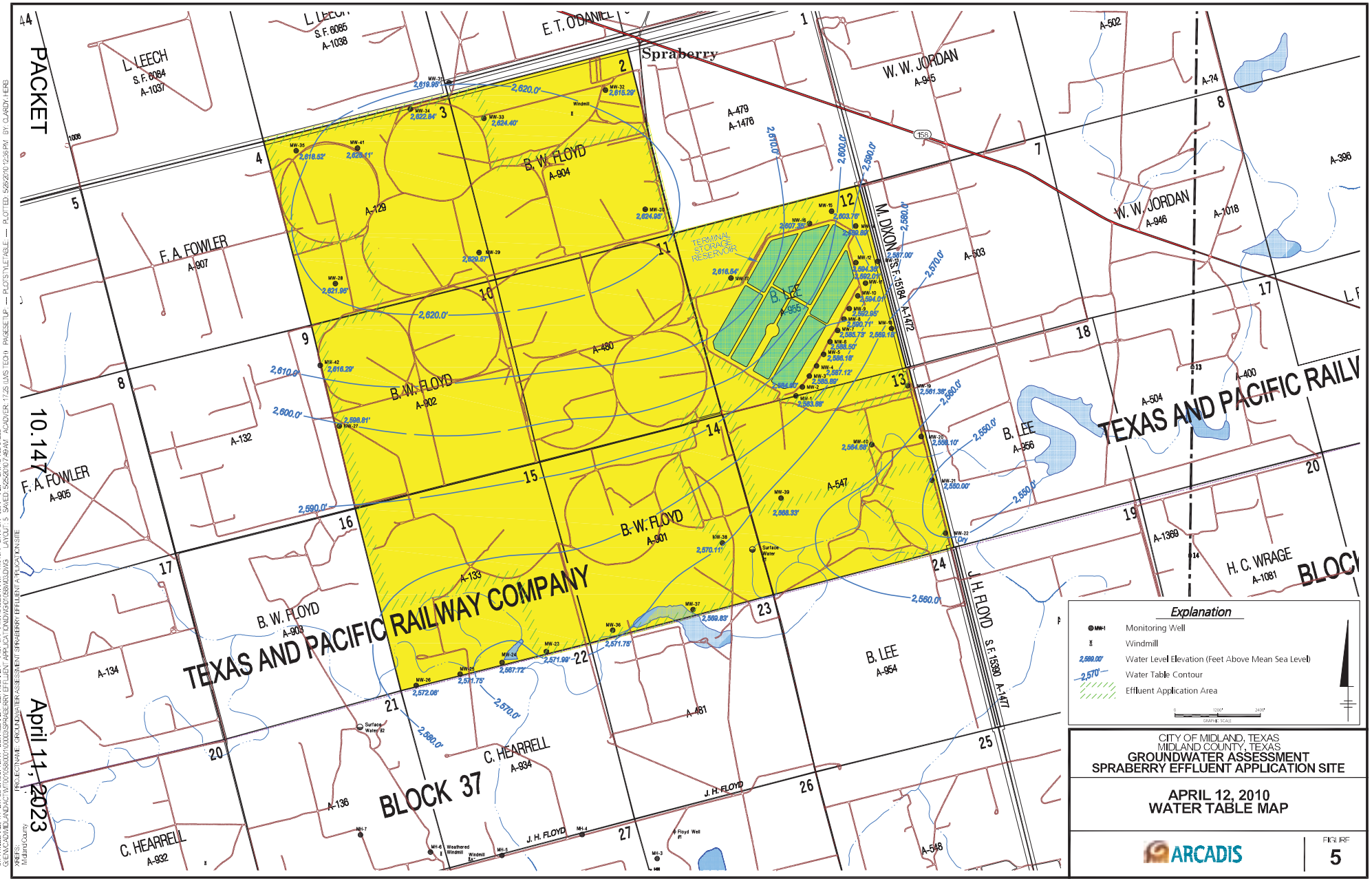
With the addition of any future irrigation areas, groundwater within these areas will be monitored. TCEQ Water Quality Assessment Team staff will be notified of the additional irrigation areas, and a new monitor well(s) will be constructed as necessary to comply with Special Provision No. 13 in TPDES Permit No. WQ0010223001.

Appendix A. Site Hydrogeology Figures


PACKET
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April 11, 2023
Spraberry
TEXAS AND PACIFIC RAILWAY COMPANY
BLOCK 37
B. W. FLOYD
A-904
B. W. FLOYD
A-902
B. W. FLOYD
A-901
B. W. FLOYD
A-903
F. A. FOWLER
A-907
F. A. FOWLER
A-905
L. LEECH
S. F. 6084
A-1037
L. LEECH
S. F. 6085
A-1038
E. T. O'DANIEL
W. W. JORDAN
A-945
W. W. JORDAN
A-946
M. DIXON
S. F. 15194
A-1472
B. LEE
A-956
B. LEE
A-954
H. C. WRAGE
A-1081
C. H. FLOYD
S. F. 15390
A-1447
C. HEARRELL
A-934
C. HEARRELL
A-932
J. H. FLOYD
TEXAS AND PACIFIC RAILV
Explanation
Measurement Point
Top Of Triassic Elevation (Feet Above Mean Sea Level)
Top Of Triassic Contour
Effluent Application Area
CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS
GROUNDWATER ASSESSMENT
SPRABERRY EFFLUENT APPLICATION SITE
APPROXIMATE ELEVATION OF THE TOP OF TRIASSIC STRATA
ARCADIS
FIGURE
2

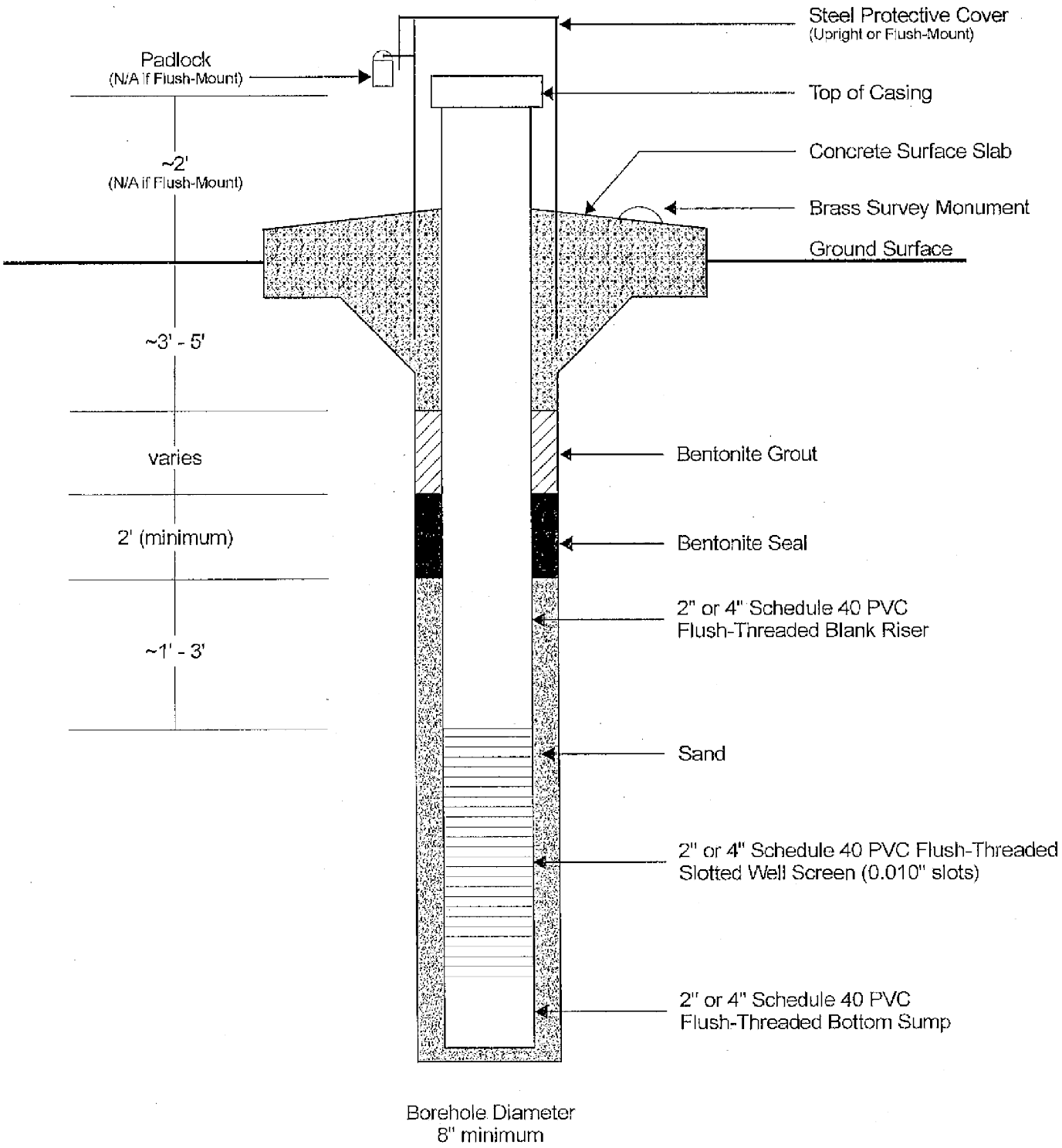

PACKET
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April 11, 2023
Spraberry
TEXAS AND PACIFIC RAILWAY COMPANY
BLOCK 37
B. W. FLOYD
A-904
B. W. FLOYD
A-902
B. W. FLOYD
A-901
B. W. FLOYD
A-903
B. LEE
A-955
B. LEE
A-956
B. LEE
A-954
W. W. JORDAN
A-945
W. W. JORDAN
A-946
F. A. FOWLER
A-907
F. A. FOWLER
A-905
L. LEECH
S.F. 6084
A-1037
L. LEECH
S.F. 6085
A-1038
E. T. O'DANIEL
M. DIXON
S.F. 1598
A-1472
J. H. FLOYD
S.F. 1598
A-1477
C. HEARRELL
A-934
C. HEARRELL
A-932
H. C. WRAGE
A-1081
TERMINAL STORAGE RESERVOIR
Explanation
Monitoring Well
Windmill
Water Level Elevation (Feet Above Mean Sea Level)
Water Table Contour
Effluent Application Area
CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS
GROUNDWATER ASSESSMENT
SPRABERRY EFFLUENT APPLICATION SITE
FEBRUARY 22, 2010
WATER TABLE MAP
ARCADIS
FIGURE
3


PACKET
10.146
April 11, 2023
Spraberry
E.T. O'DANIEL
L. LEECH
S.F. 6084
A-1037
L. LEECH
S.F. 6085
A-1038
W. W. JORDAN
A-945
W. W. JORDAN
A-946
F. A. FOWLER
A-907
F. A. FOWLER
A-905
B. W. FLOYD
A-904
B. W. FLOYD
A-902
B. W. FLOYD
A-901
B. W. FLOYD
A-903
M. DIXON
S.F. 15894
A-1472
B. LEE
A-953
B. LEE
A-956
B. LEE
A-954
J. H. FLOYD
S.F. 15890
A-1447
C. HEARRELL
A-934
C. HEARRELL
A-932
H. C. WRAGE
A-1081
TEXAS AND PACIFIC RAILWAY COMPANY
TEXAS AND PACIFIC RAILV
BLOCK 37
BLOCK
TERMINAL STORAGE RESERVOIR
Windmill
Surface Water
Explanation
Monitoring Well
Windmill
Water Level Elevation (Feet Above Mean Sea Level)
Water Table Contour
Effluent Application Area
CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS
GROUNDWATER ASSESSMENT
SPRABERRY EFFLUENT APPLICATION SITE
MARCH 19, 2010
WATER TABLE MAP
ARCADIS
FIGURE
4


Spraberry
PACKET
10.147
April 11, 2023
TEXAS AND PACIFIC RAILWAY COMPANY
BLOCK 37
B. W. FLOYD
B. W. FLOYD
B. W. FLOYD
B. W. FLOYD
F. A. FOWLER
F. A. FOWLER
L. LEECH
L. LEECH
E. T. O'DANIEL
W. W. JORDAN
W. W. JORDAN
M. DIXON
B. LEE
B. LEE
B. LEE
TEXAS AND PACIFIC RAILV
H. C. WRAGE
J. H. FLOYD
C. HEARRELL
C. HEARRELL
J. H. FLOYD
TERMINAL STORAGE RESERVOIR
Explanation
MW-1 Monitoring Well
Windmill
2,569.00' Water Level Elevation (Feet Above Mean Sea Level)
2,570' Water Table Contour
Effluent Application Area
CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS
GROUNDWATER ASSESSMENT
SPRABERRY EFFLUENT APPLICATION SITE
APRIL 12, 2010
WATER TABLE MAP
ARCADIS
FIGURE
5

Appendix B. Typical Cross Section of a Monitor Well

Example Monitor Well Construction Detail



April 11, 2023 10:150 PACKET

CLIENT CITY OF MIDLAND, MIDLAND COUNTY S.W.L.

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-25 Blank; 25-45

DATE 9/10/84 PERFORATIONS Mill-Slotted Gravel-10'

WELL NUMBER MW-1 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2516.2 Top of Csg + 2.3'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover-some oil (old road)	
1-30	Caliche/sand, pink/cream, cemented, caliche 60%, sand 40%	Fair
30-40	Sand, red-brown, loose, medium-fine grain, sand 100%	Very Good
42----	-Top Triassic	
42-45	Shale, dark red, firm, shale 100%	Poor
	Triassic at 42'	
	TD at 45-1/2	
	Dry Hole	

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-18 Blank, 18-38'

DATE 9/11/84 PERFORATIONS Mill slotted Gravel - 10'

WELL NUMBER MW-2 DRILLER Ray Straub-Stanton

ELEVATION GL 2516.7 Top Csg + 2.2'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover (some road oil)	
1-20	Caliche-sand, pink/light orange/cream, some cementing, medium-fine grain sand 70%; caliche 30%	Fair-Good
20-30	Sand, buff/pink, loose, coarse-medium grain, some fine gravel to 3/8" sand 90%, gravel 10%	
32-35	Slight moisture	Very Good
35----	-Top Triassic	
35-38	Shale, dark red, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 35'	
	TD at 38'	
	Trace moisture at 32-33'	

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CLIENT City of Midland, Midland Co. S.W.L.

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-19 Blank; 19-39

DATE 9/14/84 PERFORATIONS Mill-slotted Gravel-10'

WELL NUMBER MW-3 DRILLER Ray Straub-Stanton

ELEVATION GL 2550.9' Top Csg 2.1'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 5	Soil cover (fill material - mostly caliche)	
5-10	Caliche-sand, pink-light orange, firm, sand 60% caliche 40%	Fair
10-20	Caliche-sand, light gray, hard, caliche 70%, sand 30%	"
20-30	Same as above	"
30-37	Sand, light brown, mostly loose, medium-fine grain, sand 100%	Good
37------	--Top Triassic Trace moisture at 37'	
37-39	Shale, dark red, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 37'	
	TD at 39'	
	Trace moisture at 37'	

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-18 Blank, 18-38

DATE 9/11/84 PERFORATIONS Mill-slots Gravel - 10'

WELL NUMBER MW-4 DRILLER Ray Straub - Stanton

ELEVATION 2552.6 Top Csg +2.0'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 3	Fill material (mostly caliche)	
3-36	Caliche-sand, pink/buff, some cementing, sand 60%, caliche 40%	Fair
36------	--Top Triassic	
36-38	Shale, dark red, firm, shale 100%	Poor
	Triassic 36'	
	TD at 38'	
	Dry hole	

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April 11, 2023 10:15:1 PACKET

April 11, 2023 10:152 PACKET

CLIENT City of Midland - Midland Co. S.W.L.

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-20 Blank, 20-40

DATE 9/11/84 PERFORATIONS Mill slotted gravel - 10'

WELL NUMBER MW-5 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2592.7 TopCsg 2.6'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 3	Fill material (mostly caliche)	
3-10	Caliche-sand, light orange/brown/cream, some cementing, sand medium-very fine grain, sand 70%, caliche 30%	Fair
10-20	As above except color gray	"
20-30	Sand, orange, brown, mostly loose, medium-fine grain, sand 100%	Good
30-38	Sand, dark brown, some cementing, medium-very fine grain, sand 100%	"
38------	--Top Triassic	
38-40	Shale, dark red, firm, some sand, shale 80%, sand 20%	Poor
	Triassic at 38'	
	TD at 40'	
	Hole Dry	
	Lost Approximately 1-2' of hole	

LOCATION Floyd Ranch - Section 12 CASING 4" PVC 0-19' Blank; 19-39'

DATE 9/11/84 PERFORATIONS Mill-slotted Gravel - 10'

WELL NUMBER MW-6 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2594.1' TopCsg 2.0'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 3	Fill material (mostly caliche) - site of old caliche pit	
3-10	Caliche-sand, buff/cream, some cementing, sand medium-fine grain, sand 60%, caliche 40%	Fair
10-20	Silty-sand, olive-gray, mostly loose, sand coarse-fine grain, some caliche, sand 70%, silt 20%, caliche 10%	Good
20-30	Sand, light orange, mostly loose, medium-fine grain, sand 100%	Good
30-38	Sand, brown, loose, coarse-fine grain, some gravel to 1/4", sand 90%, gravel 10%	Very Good
38'------	--Top Triassic	
38-40	Shale, dark red, firm, some sand, shale 80%, sand 20%	Poor
	Triassic at 38'	
	TD at 40'	
	Dry Hole	
	Lost 1' of hole	
	Ed Samples 9/12/84 & Mailed to Client	

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MIDLAND-CORPUS CHRISTI, TEXAS

April 11, 2023
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CLIENT City of Midland - Midland Co. S.W.L.

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-23' Blank 23-33'

DATE 9/11/84 PERFORATIONS Mill-slotted Gravel - 10'

WELL NUMBER MW-7 DRILLER Ray Straub - Stanton

ELEVATION GL 2591.8 Top Csg 2.0'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 3	Fill material, mostly caliche	
3-20	Caliche-sand, cream, mostly loose, caliche 70%, sand 30%,	Fair
20-30	Sand, light orange, mostly loose, medium-very fine grain, sand 100%	Good
30-40	Sand, brown, some cementing, medium-fine grain, sand 100%	"
42'-----	--Top Triassic Trace Moisture	
40-42	Sand, brown	
42-43	Shale, dark red, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 42'	
	TD at 43'	
	Very slight trace of moisture at 42'	
	E.M Samaco 9/11/84 E 9/14/84 EM&B E 12/17/84 EM	

LOCATION Floyd Ranch - Sec. 12 CASING 4" PVC 0-32' Blank, 32-52'

DATE 9/11/84 PERFORATIONS Mill slotted - Gravel 10'

WELL NUMBER MW-8 DRILLER Ray Straub - Stanton

ELEVATION G.L 2592.2' Top Csg 2.1'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-10	Caliche-sand, buff/cream, medium-very fine grain, mostly loose, sand 60%, caliche 40%	Fair
10-20	As above	Fair
20-30	Caliche-sand, pink/light orange/cream, mostly cemented, medium-fine grain, sand 60%, caliche 40%	"
30-50	Sand, light orange, mostly loose, coarse-fine grain, sand 100%	Good-V G
50-----	--Top Triassic	
50-52	Shale, dark red, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 50'	
	TD at 52'	
	Dry Hole	
	E.M Samaco 9/11/84 E 9/14/84 EM&B E 12/17/84 EM	

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MIDLAND-CORPUS CHRISTI, TEXAS

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - SECTION 12 CASING 4" PVC 0-33 BLANK; 33-53

DATE 9/14/84 PERFORATIONS Mill-slotted Gravel-10'

WELL NUMBER MW-9 DRILLER Ray Straub - Stanton

ELEVATION GL 2603.7 TopCsg 2.0'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-30	Caliche-sand, pink, some cementing, caliche 80%, sand 20%	Fair
30-50	Sand, light orange, loose, medium-fine grain, sand 100%	Good-VG
51-----	-Top Triassic	
50-53	Shale, dark red, firm, some sand, shale 80%, sand 20%	Poor
	Triassic at 51	
	TD at 53	
	Trace moisture at 42'	

LOCATION FLOYD RANCH - SEC. 12 CASING 4" PVC 0-30 Blank; 30-50

DATE 9/14/84 PERFORATIONS Mill-Slotted Gravel 10'

WELL NUMBER MW-10 DRILLER Ray Straub - Stanton

ELEVATION GL 2604.1 TopCsg 2.5'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Caliche sand, pink, mostly loose, medium-fine grain, sand 60% caliche 40%	Fair
10-30	Caliche sand, light gray, some cementing, caliche 70%, sand 30%	"
30-40	Caliche-sand, light orange, mostly loose, medium-fine grain, sand 70% caliche 30%	"
40-48	Sand-gravel, dark buff, mostly loose, coarse-medium grain, sand 70% gravel 30%, gravel 1/8 to 1/4"	Very Good
48-----	-Top Triassic	
48-50	Shale, dark red, firm, shale 100%	Poor
	Triassic at 48	
	TD at 50	
	Dry Hole	

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MIDLAND-CORPUS CHRISTI, TEXAS

PACKET 10:154 April 11, 2023

PACKET 10.155 April 11, 2023

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION Floyd Ranch Sec. 12 CASING 4" PVC 0-33 Blank; 33-53

DATE 9/14/84 PERFORATIONS Mill-Slotted Gravel 10'

WELL NUMBER MW-11 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2600.7' Top Csg 2.2'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 3	Soil cover	
3-20	Caliche-sand, tan, mostly loose, medium-fine grain, sand 60%, caliche 40%	Fair
20-30	Silty-sand, brown, some cementing, medium-very fine grain, sand 70%, silt 30%	Fair-Good
30-53	Sand, light orange, mostly loose, medium-very fine grain, sand 100%	Good
53------	--Top Triassic	
53-55	Shale, dark red, firm, some sand, shale 90%; sand 10%	Poor
	Triassic 53	
	TD at 55'	
	Dry Hole	
	Lost +/- 2' of hole	

LOCATION FLOYD RANCH - SECTION 12 CASING 4" PVC 0-31 Blank; 31-51

DATE 9/14/84 PERFORATIONS Mill-slotted Gravel - 10'

WELL NUMBER MW-12 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2606.0' Top Csg 2.1'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Caliche-sand, tan, mostly cemented, caliche 70%, sand 30%	Fair
10-20	Sand, buff, yellow-buff, loose, medium-fine grain; sand 100%	Good
20-30	Caliche-sand, pink-light orange, medium-fine grain, some cementing, sand 70%, caliche 30%	Fair
30-49	Silty-sand, light orange, mostly loose, medium-very fine grain, sand 70%, silt 30%	Fair-Good
49------	--Top Triassic	Fair-Good
49-51	Shale, dark red, firm, shale 100%	Poor
	Triassic at 49'	
	TD at 51'	
	Dry hole	

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April 11, 2023
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CLIENT CITY OF MIDLAND - MIDLAND CO.
LOCATION FLOYD Ranch Sec. 12
DATE 9/10/84
WELL NUMBER MW-13
ELEVATION G.L. 2604.5'

S.W.L.
CASING 4" PVC 0-36' Blank; 36-56'
PERFORATIONS Mill-Slot PVC - Bottom Capped Gravel 10'
DRILLER Ray Straub - Stanton
Top Csg 2.3'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Sandy caliche; light orange/cream, some cementing, caliche 50%, sand 50%	Good
10-20	Sandy-caliche, light orange/cream, some cementing, caliche 70%, sand 30%	Fair-Good
20-30	Caliche-sand, buff/cream, mostly cemented, sand medium-fine grain, sand 60% caliche 40%	Fair
30-40	Silty-sand, light orange, some cementing, medium-very fine grain, sand 50%, silt 20%	Fair-Good
40-50	Sand, light orange/gray/green, mostly-cemented, coarse-fine grain, sand 100%	Fair
	MOISTURE AT 53' - Very Slight	
53	------Top of Triassic	
53-56	Shale, dark red, firm, some sand, shale 90%, sand 10%	
	Triassic at 53'	
	TD at 56'	
	Trace moisture at 53'	

LOCATION FLOYD RANCH - SEC. 12
DATE 9/14/84
WELL NUMBER MW-14
ELEVATION G.L. 2606.0'

CASING 4" PVC 0-25 Blank; 25-45'
PERFORATIONS Mill-slotted gravel 10'
DRILLER Ray Straub-Stanton
Top Csg 2.1'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Caliche-sand, light gray/cream, caliche 80%; sand 20%	Fair
10-20	Sand-caliche; buff/cream, mostly loose, sand 70%, caliche 30%	Fair-Good
20-30	Sand-dark red/buff, loose, medium-fine grain, sand 100% (False red bed at 28-30')	Good
30-40	Sand, gray/dark red, loose, medium-very fine grain, some clay, sand 90% clay 10%	Fair-Good
40-43	Sand, violet, loose, medium-very fine grain, some clay, sand 80%, clay 20%	
43	-----Top Triassic	
43-45	Shale, dark red, firm, shale 100%	Poor
	Triassic at 43'	
	TD at 45'	
	Dry Hole	

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CONSULTING HYDROLOGISTS
MIDLAND-CORPUS CHRISTI, TEXAS

PACKET 10:157 April 11, 2023

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - Sec. 12 CASING 4" PVC 0-19 Blank; 19-37

DATE 9/18/84 PERFORATIONS Mill-slotted Gravel 10'

WELL NUMBER MW-15 DRILLER Ray Straub - Stanton

ELEVATION GL 2616.8' Top Csg. 2.0'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-10	Caliche-sand, light red brown, mostly loose, medium-fine grain; sand 70% caliche 30%	Fair-Good
10-20	Caliche-sand, tan/buff, loose, medium-very fine grain, sand 90%, caliche 10%	Good
20-30	Caliche-sand, light red, some cementing, medium-fine grain, sand 70%, caliche 30%	Fair
30-37	Sand, tan/pink, mostly loose, coarse-medium grain, trace gravel 1/8", sand 95%, gravel 5%	Very good
37-----Top Triassic		
37-39	Shale dark red, firm, shale 100%	Poor
	Triassic at 37'	
	TD at 39'	
	Dry Hole	

LOCATION FLOYD RANCH - Sec. 12 CASING 4" PVC 0-40' Blank, 40-60'

DATE 9/14/84 PERFORATIONS Mill slotted gravel 10'

WELL NUMBER MW-16 DRILLER Ray Straub - Stanton

ELEVATION GL 2647.0' Top Csg. 2.3'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-10	Caliche-sand, light brown, loose, medium-fine grain, sand 90%, caliche 10%	Fair-Good
10-20	Caliche sand, light gray/cream, mostly cemented, caliche 70%, sand 30%	Fair
20-30	Sand, pink, loose, medium-fine grain, some caliche, sand 80%, caliche 20%	Good
30-40	Sand, olive, loose, coarse-fine grain, sand 100%	Good-VG
40-50	Sand, gray, loose, coarse-fine grain, sand 100%	"
50-59	Sand, dark brown/green, loose, coarse-fine grain, sand 100%	
59-----Top Triassic		
59-60	Shale; dark red, firm, shale 100%	Poor
	Triassic at 59'	
	TD at 60'	
	Dry Hole	
	Samples Mailed by E.M.&K.B.	

ED L. REED & ASSOCIATES, INC.
CONSULTING HYDROLOGISTS
MIDLAND-CORPUS CHRISTI, TEXAS

PACKET 10.158 April 11, 2023

CLIENT CITY OF MIDLAND S.W.L.

LOCATION FLOYD RANCH Sec. 12 CASING 0-28 4" PVC Blank: 28-40

DATE 9/10/84 PERFORATIONS Slotted gravel 10'

WELL NUMBER MW-17 DRILLER

ELEVATION G.L. 2624.9' Top Csg 1.9'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-10	Sand, red/brown, loose, medium-fine grain, sand 100%	Very Good
10-20	Caliche, cream, firm to hard, caliche 100%	Fair
20-30	Caliche/sand, gray/cream, mostly loose, sand medium-fine grain, sand 70% caliche 30%	Good-VG
30-40	Silty-sand, gray/light violet, loose, medium-very fine grain, sand 60%, silt 40%	Good
40-46	Silty-sand, gray/green/red, loose, medium-very fine grain, sand 60%, silt 40%	Good
46-----	Top Triassic	
46-48	Shale; dark red/green, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 46'	
	TD at 48'	
	Hole Dry	
	Samples 9/18/84 at E.M. & 10/4/84 at FM C.C.B.	

LOCATION FLOYD RANCH - Sec. 12 CASING 4" PVC 0-10' Blank: 10-20

DATE 9/10/84 PERFORATIONS Screen mill-slotted - Gravel - 5'

WELL NUMBER MW-18 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2572.7' Top Csg 2.2'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-18	Sandy-caliche; cream/gray: mostly cemented: caliche 70%, sand 30%	Fair
18-----	Top Triassic	
18-20	Shale, dark red, firm, some sand, shale 90%; sand 10%	Poor
	Triassic at 18'	
	TD at 20'	
	Hole Dry	

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MIDLAND-CORPUS CHRISTI, TEXAS

PACKET 10.159 April 11, 2023

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - SEC. 13 CASING 4" PVC 0-19' Blank; 19-29'

DATE 9/10/84 PERFORATIONS Mill-slotted - Gravel 10'

WELL NUMBER MW-19 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2576.2' Top Csg. 2.6'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Caliche/sand, tan/cream, some cementing, medium-fine grain, sand 60%	
	caliche 40%	Fair
10-20	Sand, buff/pink, loose, coarse-fine grain, sand 100%	Very Good
20-27	As above - Trace of clay	"
27-29	Shale, dark red, firm, shale 100% gypsum	Poor
	Triassic at 27	
	TD at 29.5'	
	Dry hole	

LOCATION FLOYD RANCH - SEC. 13 CASING 4" PVC 0-16' Blank; 16-26"

DATE 9/10/84 PERFORATIONS Mill-slotted - Gravel 10'

WELL NUMBER MW-20 DRILLER Ray Straub

ELEVATION G.L. 2576.2' Top Csg 2.6'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Sand, tan, mostly loose, medium-very fine grain, some silt, sand 80%,	
	silt 20%	Fair-Good
10-20	Sand, red-tan, mostly loose, medium-fine grain, sand 100%	Good
20-24	Sand, buff/tan/red, loose, medium-fine grain, sand 100%	"
24------	Top Triassic	
24-26	Shale, dark red, firm, gypsum, some sand, shale 90%; sand 10%	Poor
	Triassic at 24	
	TD at 26	
	Hole Dry	

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MIDLAND-CORPUS CHRISTI, TEXAS

Apr 11, 2023
10.160
PACKET

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH SEC. 13 CASING 4" PVC 0-14' Blank; 14-24'

DATE 9/10/84 PERFORATIONS Mill-slotted - gravel 10'

WELL NUMBER MW-21 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2569.9' Top Csg. 2.4'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Sand/caliche, light gray/tan, some cementing, sand 80%, caliche 20%	Fair
10-20	Sand, light gray-green, mostly loose, medium-very fine grain, some green clay, sand 90%, clay 10%	Fair
20-22	As above - slight moist at 22'	Fair
22-	---Top Triassic	"
22-	Shale, dark red, firm, some sand, shale 90%; sand 10%	Poor
	Triassic at 22'	
	TD at 24'	
	Trace moisture at 22'	
	Sampled 9/10/84 by E.M. & 9/10/84 by E.M. & E.B.	

LOCATION FLOYD RANCH - Sec. 13 CASING 4" PVC 0-9' Blank; 9-19'

DATE 9/10/84 PERFORATIONS Mill-slotted - gravel 5'

WELL NUMBER MW-22 DRILLER Ray Straub-Stanton

ELEVATION G.L. 2563.5' Top Csg. 2.3'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-18	Caliche-sand, brown/white, firm, some clay, sand medium-very fine grain, sand 70%, caliche 20%, clay 10%	Fair
18-	---Top of Triassic - slight moist at 18'	
18-20	Shale, dark red, firm	
	Triassic at 18'	
	TD at 20'	
	Trace moisture at 18'	
	Lost 1 foot of hole	
	Sampled 9/10/84 by E.M. & 9/10/84 by E.M. & E.B.	

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MIDLAND-CORPUS CHRISTI, TEXAS

PACKET 10.161 April 11, 2023

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - Sec. 15, Blk 37 T-3S CASING 4" PVC 0-10 Blank 10-20

DATE 9/18/84 PERFORATIONS Mill-slotted - Gravel 5'

WELL NUMBER MW-23 DRILLER Ray Straub - Stanton

ELEVATION GL 2580.6' Top Csg 2.4'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-18	Sand, tan/pink, loose, medium-fine grain, sand 100%	Good-VG
18------	--Top of Triassic	
18-20	Shale dark red, firm, shale 100%	Poor
	Triassic at 18'	
	TD at 20'	
	Dry hole	
	Samples 0'-2' & 2'-18' & 18'-20'	

LOCATION FLOYD RANCH - Sec. 15, Blk 37 T-3S CASING 4" PVC 0-10' Blank; 10-20'

DATE 9/18/84 PERFORATIONS Mill-slotted - Gravel 5'

WELL NUMBER MW-24 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2576.2' Top Csg 2.3'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-18	Sand, gray, loose, coarse-fine grain, sand 100% (smells of oil)	Very Good
18------	--Top of Triassic	
18-20	Shale, dark red, firm, shale 100%	Poor
	Triassic at18'	
	TD at 20'	
	Dry Hole	
	Samples 0'-2' & 2'-18' & 18'-20'	

ED L. REED & ASSOCIATES, INC.
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MIDLAND-CORPUS CHRISTI, TEXAS

PACKET 10.162 April 11, 2023

CLIENT CITY OF MIDLAND - MIDLAND COUNTY S.W.L.

LOCATION FLOYD RANCH - Sec. 15, Blk 37, T-3S CASING 4" PVC; 0-12 Blank; 12-22

DATE 9/18/84 PERFORATIONS Mill-slotted - Gravel 5'

WELL NUMBER MW-26 DRILLER Ray Straub - Stanton

ELEVATION GL 2585.2' Top Csg 2.6'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-20	Sand, tan, loose, medium-fine grain, sand 100%	Very Good
20-	---Top of Triassic	
20-22	Shale, dark red, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 20'	
	TD at 22	
	Dry Hole	
	Samples taken at 5' & 10' intervals	

LOCATION FLOYD RANCH - Sec. 10, Blk 37 T-3S CASING 4" PVC 0-24' Blank; 24-34'

DATE 9/18/84 PERFORATIONS Mill-slotted - gravel 10'

WELL NUMBER MW-27 DRILLER Ray Straub - Stanton

ELEVATION G.L 2608' Top Csg 2.2'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 1	Soil cover	
1-10	Sand/caliche; pink/tan, mostly loose, medium-very fine grain, sand 70%	
	caliche 30%	Fair-Good
10-20	Sand/caliche; light pink, some cementing, medium-fine grain sand, caliche 60%	
	sand 40%	Fair
20-32	Sand, red-brown, loose, medium-fine grain, sand 100%	Good-VG
32-	---Top Triassic	
32-34	Shale, dark red, firm, shale 100%	Poor
	Triassic at 32'	
	TD at 34'	
	Dry hole	

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MIDLAND-CORPUS CHRISTI, TEXAS

April 11, 2023
10.163
PACKET

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - Sec. 15 - Blk 37 T-3S CASING 4" PVC: 0-9 Blank; 9-19'

DATE 9/18/84 PERFORATIONS Mill-slotted - Gravel 5'

WELL NUMBER MW-25 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2582.2 Top Csg 2.6'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-17	Caliche - sand, buff, firm to hard, sand medium-very fine grain, some clay; sand 50% caliche 40%, clay 10%	Fair
17--------	Top of Triassic	
17-19	Shale, dark red, firm, shale 100%	Poor
	Triassic at 17'	
	TD at 19'	
	Dry Hole	
	Samara ave 5.91 7/16 ± 7/16 ave 5.91 ± 6.8	

April 11, 2023
10.164
POCKET

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - Sec. 3 Blk 37 T-3S CASING 4" PVC 0-18' Blank; 18'-38'

DATE 9/19/84 PERFORATIONS Mill slotted gravel - 10'

WELL NUMBER MW-28 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2638.1' Top Csg 2.5'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-10	Caliche, cream, firm to hard, caliche 100%	Fair
10-36	Caliche-sand, cream - light pink, firm, caliche 70%, sand 30%	Fair
36--------	--Top Triassic	Fair
36-38	Shale, dark red, firm, shale 100%	Poor
	Triassic at 36'	
	TD at 38'	
	Dry Hole	

LOCATION FLOYD RANCH Sec 2, Blk 37 T-3S CASING 4" PVC 0-18' Blank; 18'-38'

DATE 9/19/84 PERFORATIONS Mill-slotted gravel - 10'

WELL NUMBER MW-29 DRILLER Ray Straub - Stanton

ELEVATION G.L. 2635.4' Top Csg 2.2'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-20	Caliche-sand, cream, hard, cemented, caliche 70%, sand 30%	Fair
20-36	Sand - caliche; buff/cream, some cementing; good-fair grain, sand 70%, caliche 30%	Good
36--------	--Top of Triassic	
36-38	Shale, dark red, firm, shale 100%	Poor
	Triassic at 36'	
	TD at 38'	
	Dry Hole	

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MIDLAND-CORPUS CHRISTI, TEXAS

April 11, 2023
10:165
PACKET

CLIENT CITY OF MIDLAND - MIDLAND CO. S.W.L.

LOCATION FLOYD RANCH - Sec. 2 CASING 4" PVC 0-32 Blank; 32-53

DATE 9/18/84 PERFORATIONS Mill slotted; gravel 10'

WELL NUMBER MW-30 DRILLER Ray Straub - Stanton

ELEVATION GL 2635.0' Top Csg 2.6'

INTERVAL	SAMPLE DESCRIPTION	POROSITY
0- 2	Soil cover	
2-10	Caliche-sand, pink, mostly cemented, medium-fine grain sand, caliche 60%	
	sand 40%	Fair
10-20	As above (some caving at 20-22')	Fair
20-30	Caliche; cream/pink, hard, some sand, caliche 80%, sand 20%	Fair
30-40	Sand, pink, loose, coarse-fine grain, sand 100%	Very Good
40-50	Sand, brown, loose, coarse-fine grain, sand 100%	Very Good
50-------Top of Triassic		
50-53	Shale, dark red, firm, some sand, shale 90%, sand 10%	Poor
	Triassic at 50	
	TD at 53	
	Dry Hole	
	Lost 1 foot of hole	
	Sampled 9/18/84 by EM & Rebka of EMSHB	

LOCATION CASING

DATE PERFORATIONS

WELL NUMBER DRILLER

ELEVATION

INTERVAL	SAMPLE DESCRIPTION	POROSITY

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CONSULTING HYDROLOGISTS
MIDLAND-CORPUS CHRISTI, TEXAS

Appendix C. Well Logs for Monitoring Wells SBMW 36 through 42

WELL LOG

WELL NO.
MW-36

ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

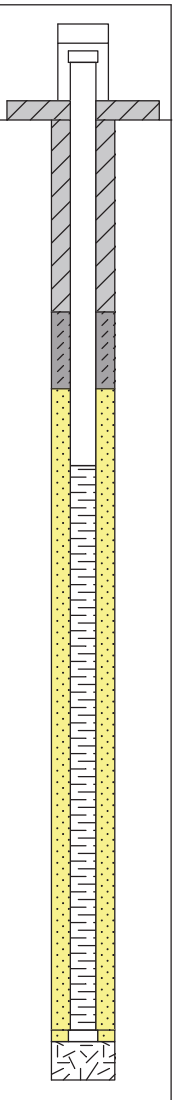
PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 3/31/2010 DATE COMPLETED: 3/31/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: A. SCHMIDT ELEVATION (T.O.C.): 2,579.97' AMSL
FILE NAME: MW-36.DAT UNIQUE NUMBER: 43-165-01255

STATIC WATER LEVEL: -8.22' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 7-7/8" TOTAL DEPTH: -25.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	NEAT CEMENT	-5.0' TO SURFACE
SEAL TYPE:	HOLE PLUG BENTONITE	-7.0' TO -5.0'
SCREEN PACK:	8/16 SAND	-24.0' TO -7.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-9.0' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-24.0' TO -9.0'
PLUG BACK:	HOLE CAVINGS	-24.0'

DEPTH	SAMPLED	SAMPLING METHOD	ANALYZED	MOISTURE	RECOVERY	OVM READING	U. S. C. S. CLASS	LITHOLOGY	DESCRIPTION	WELL INSTALLATION
0		Shovel							TOPSOIL: No description.	
-5		Shovel							CLAYEY SAND: 5YR 7/3 pink, medium grained sand.	
-10		Shovel							SANDY CLAY: 5YR 7/2 pinkish gray, moist.	
-15		Shovel							SANDY CLAY: 5YR 7/2 pinkish gray, moist, some thin sandstone lenses.	
-20		Shovel							SANDSTONE & SAND: 5YR 6/4 light reddish brown. Note: Wet at -15.0'.	
-25									SANDY CLAY: 10R 4/6 red. Note: Water level before bailing -4.95'.	



WELL LOG

WELL NO.
MW-37

ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 3/31/2010 DATE COMPLETED: 3/31/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: A. SCHMIDT ELEVATION (T.O.C.): 2,578.66' AMSL
FILE NAME: MW-37.DAT UNIQUE NUMBER: 43-165-01256

STATIC WATER LEVEL: -8.83' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 7-7/8" TOTAL DEPTH: -25.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	NEAT CEMENT	-5.0' TO SURFACE
SEAL TYPE:	HOLE PLUG BENTONITE	-7.0' TO -5.0'
SCREEN PACK:	8/16 SAND	-24.5' TO -7.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-9.5' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-24.5' TO -9.5'
PLUG BACK:	HOLE CAVINGS	-24.5'

DEPTH	SAMPLED	SAMPLING METHOD	ANALYZED	MOISTURE	RECOVERY	OVM READING	U. S. C. S. CLASS	LITHOLOGY	DESCRIPTION	WELL INSTALLATION
0		Shovel							TOPSOIL AND SAND: 5YR 5/2 reddish gray, moist.	
-5		Shovel							SANDY CLAY: 5YR 7/4 pink. Note: Wet at -7.0'.	
-10		Shovel							SANDSTONE: 5YR 6/6 reddish yellow, fine grained, semi-cemented sand; some clay balls.	
-15		Shovel							SANDSTONE: 5YR 6/6 reddish yellow, fine grained, semi-cemented sand, some clay balls. Making lots of water.	
-20		Shovel							SANDSTONE: 5YR 6/6 reddish yellow, fine grained, semi-cemented sand, some clay balls. Making lots of water.	
-25									SANDY CLAY AND SHALE: 10R 4/6 red. Note: Water level -5.7'.	

CITY: MIDLAND, TX DIV/GROUP: ENV DB: H. CLARDY LD: PIC: PM: H. ROBOTHAM TM: H. ROBOTHAM
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WELL LOG

WELL NO.
MW-38

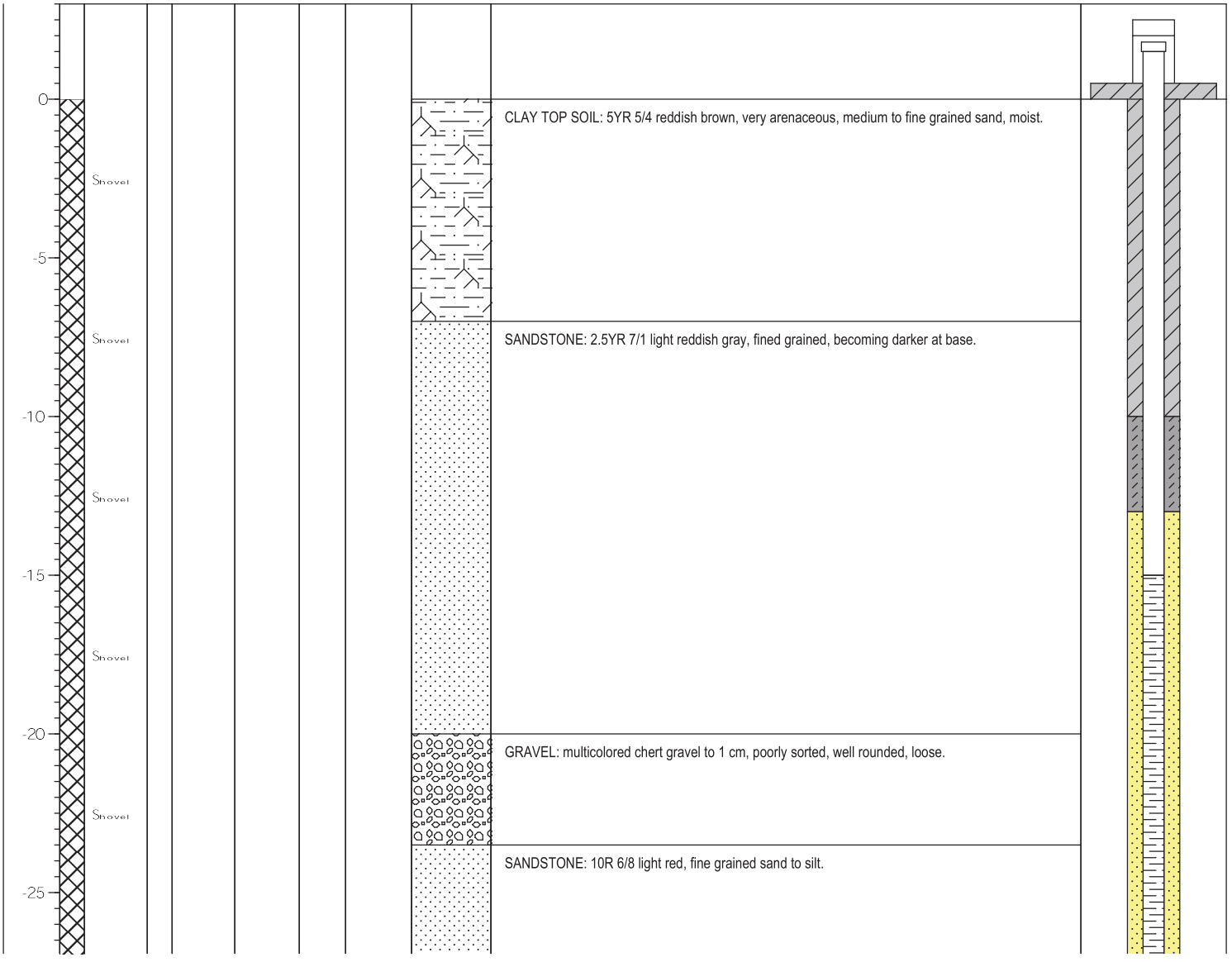
ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 1/26/2010 DATE COMPLETED: 1/26/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: R. LANG ELEVATION (T.O.C.): 2,575.83' AMSL
FILE NAME: MW-38.DAT UNIQUE NUMBER: 43-165-01257

STATIC WATER LEVEL: -5.72' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 7-7/8" TOTAL DEPTH: -40.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	PORTLAND CEMENT	-10.0' TO SURFACE
SEAL TYPE:	BENTONITE CHIPS	-13.0' TO -10.0'
SCREEN PACK:	8/16 SAND	-35.0' TO -13.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-15.0' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-35.0' TO -15.0'
PLUG BACK:	HOLE CAVINGS	-35.0'



CITY: MIDLAND, TX DIV/GROUP: ENV DB: H. CLARDY LD: PIC: PM: H. ROBOTHAM TM: H. ROBOTHAM
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WELL LOG

WELL NO.
MW-38

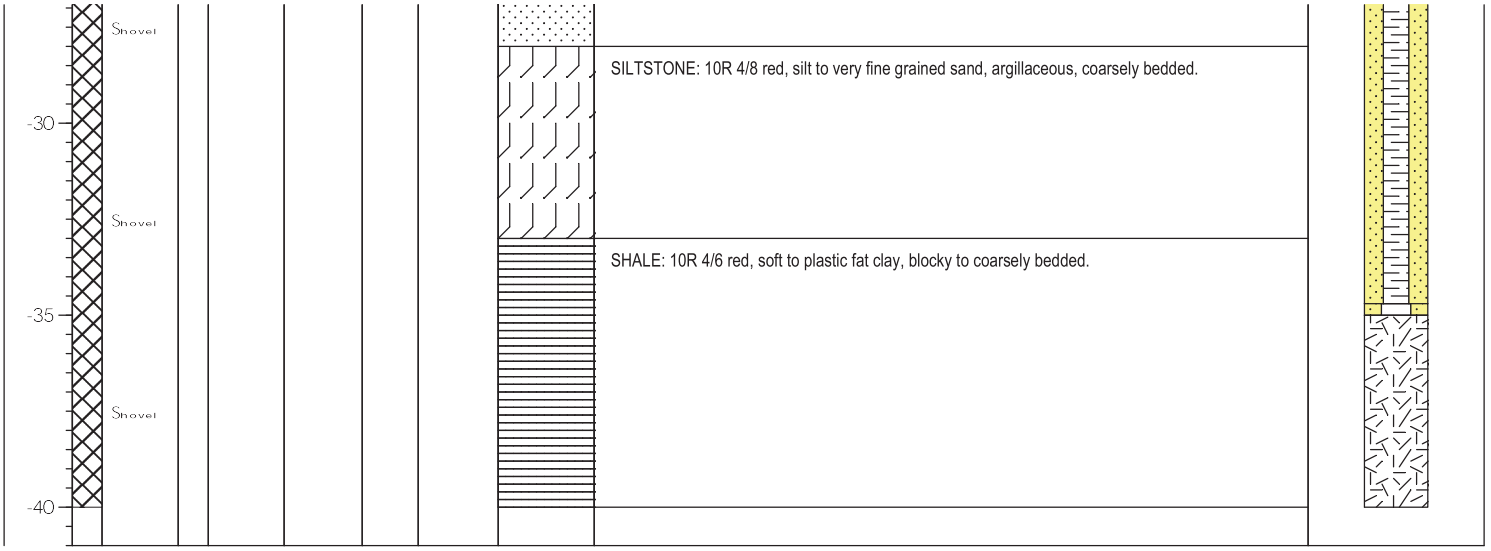
ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 1/26/2010 DATE COMPLETED: 1/26/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: R. LANG ELEVATION (T.O.C.): 2,575.83' AMSL
FILE NAME: MW-38.DAT UNIQUE NUMBER: 43-165-01257

STATIC WATER LEVEL: -5.72' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 7-7/8" TOTAL DEPTH: -40.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	PORTLAND CEMENT	-10.0' TO SURFACE
SEAL TYPE:	BENTONITE CHIPS	-13.0' TO -10.0'
SCREEN PACK:	8/16 SAND	-35.0' TO -13.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-15.0' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-35.0' TO -15.0'
PLUG BACK:	HOLE CAVINGS	-35.0'



CITY: MIDLAND, TX DIV/GROUP: ENV DB: H. CLARDY LD: PIC: PM: H. ROBOTHAM TM: H. ROBOTHAM
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WELL LOG

WELL NO.
MW-39

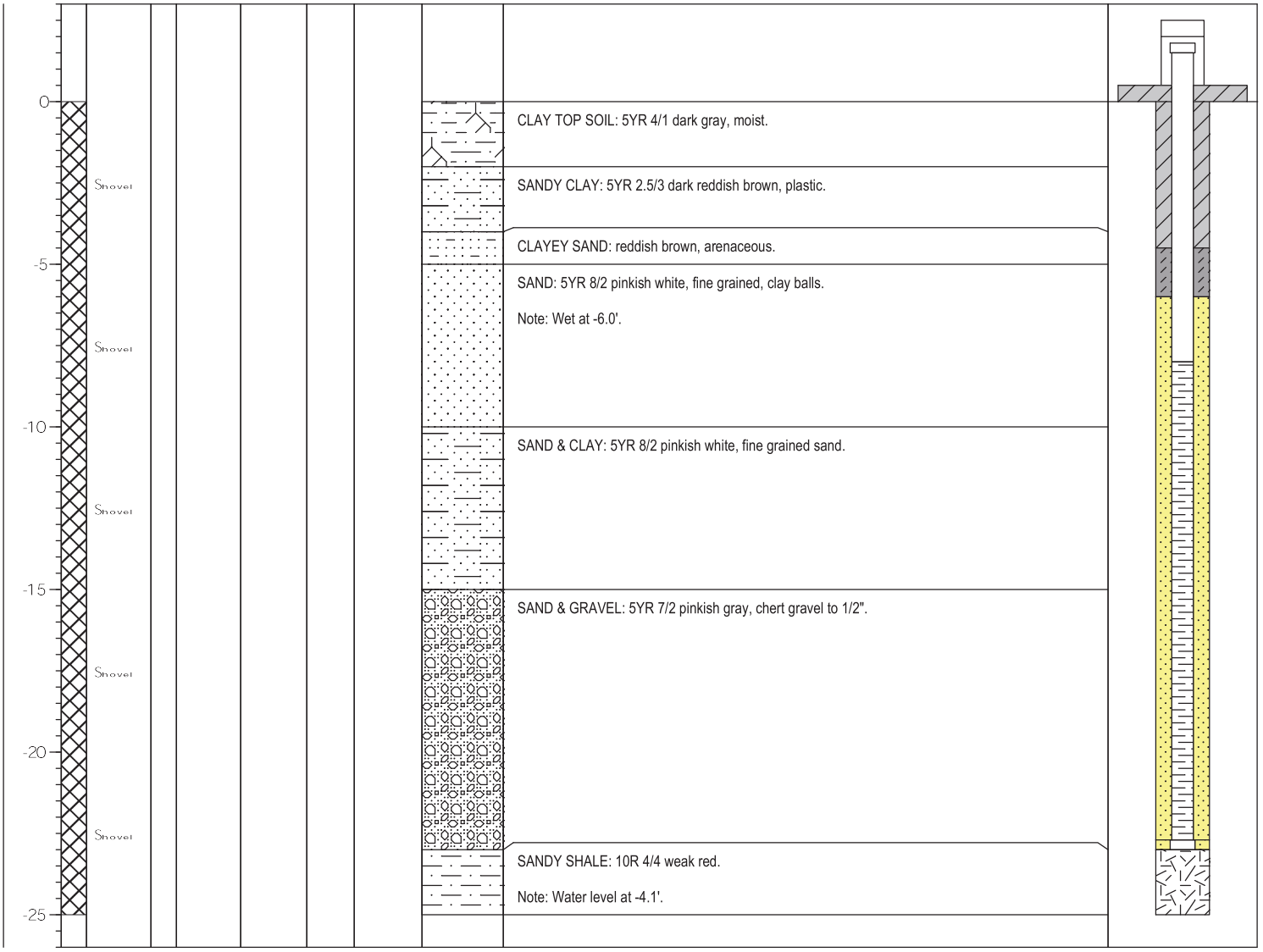
ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 4/1/2010 DATE COMPLETED: 4/1/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: A. SCHMIDT ELEVATION (T.O.C.): 2,573.79' AMSL
FILE NAME: MW-39.DAT UNIQUE NUMBER: 43-165-01258

STATIC WATER LEVEL: -5.46' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 7-7/8" TOTAL DEPTH: -25.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	NEAT CEMENT	-4.5' TO SURFACE
SEAL TYPE:	HOLE PLUG BENTONITE	-6.0' TO -4.5'
SCREEN PACK:	8/16 SAND	-23.0' TO -6.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-8.0' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-23.0' TO -8.0'
PLUG BACK:	HOLE CAVINGS	-23.0'



CITY: MIDLAND, TX DIV/GROUP: ENV DB: H. CLARDY LD: PIC: PM: H. ROBOTHAM TM: H. ROBOTHAM
G:\ENVCAD\MIDLAND\ACT\MT001058\0001\00003\SPRABERRY EFFLUENT APPLICATION\DATMW-39.DAT

WELL LOG

WELL NO.
MW-40

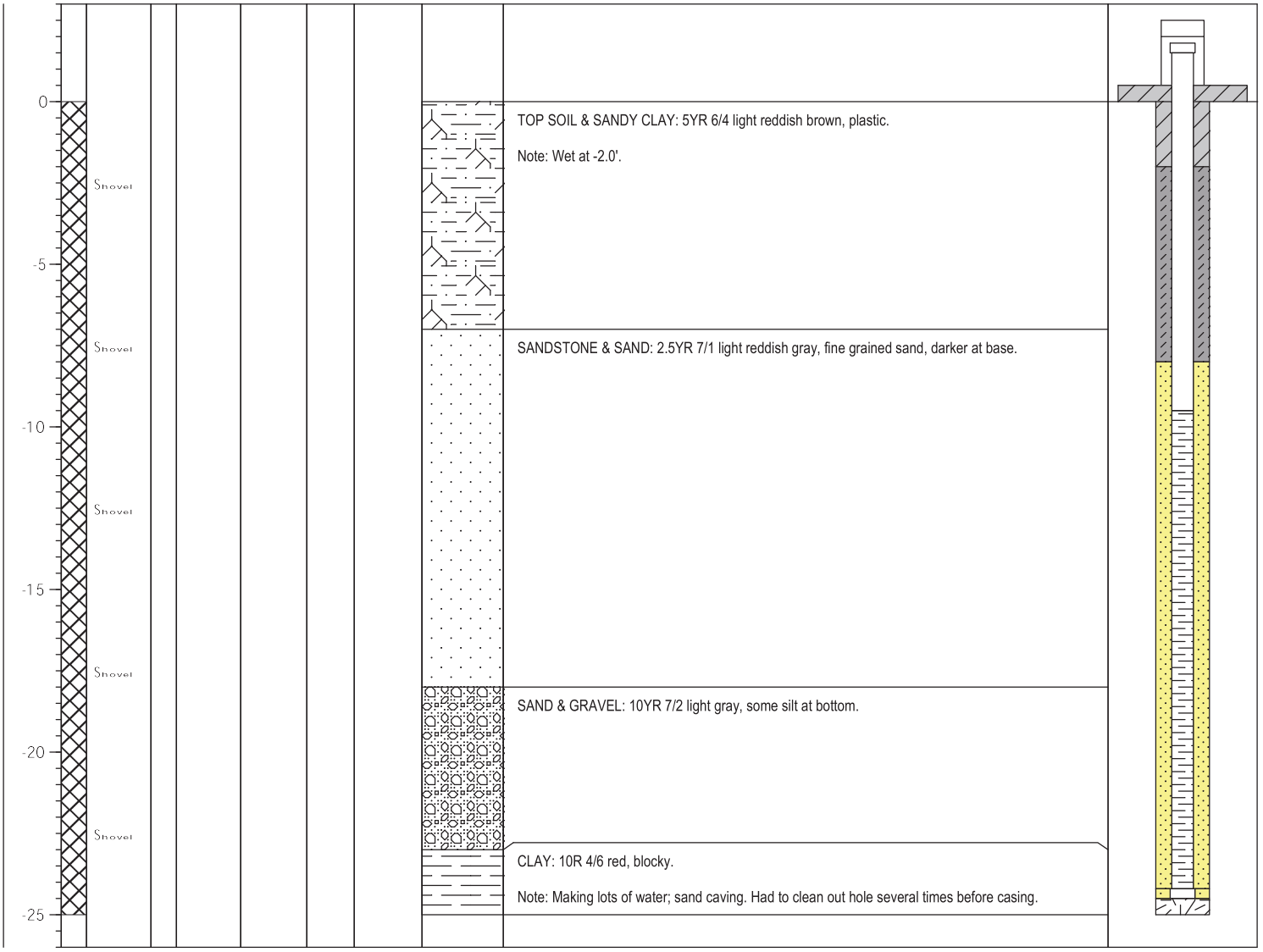
ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 3/31/2010 DATE COMPLETED: 3/31/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: A. SCHMIDT ELEVATION (T.O.C.): 2,571.77' AMSL
FILE NAME: MW-40.DAT UNIQUE NUMBER: 43-165-01259

STATIC WATER LEVEL: -7.09' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 7-7/8" TOTAL DEPTH: -25.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	NEAT CEMENT	-2.0' TO SURFACE
SEAL TYPE:	HOLE PLUG BENTONITE	-8.0' TO -2.0'
SCREEN PACK:	8/16 SAND	-24.5' TO -8.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-9.5' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-24.5' TO -9.5'
PLUG BACK:	HOLE CAVINGS	-24.5'



WELL LOG

WELL NO.
MW-41

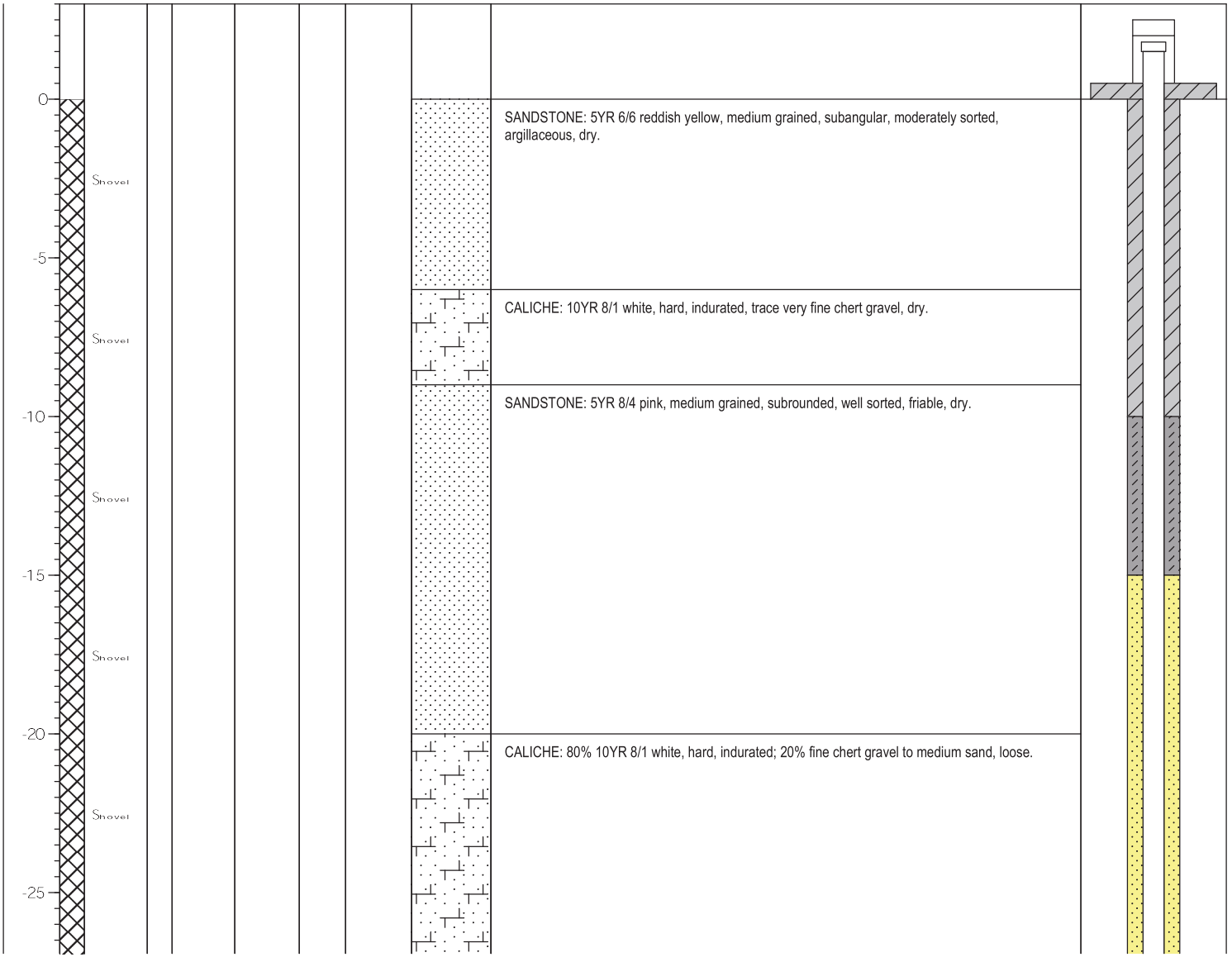
ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 1/27/2010 DATE COMPLETED: 1/27/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: R. LANG ELEVATION (T.O.C.): 2,647.4' AMSL
FILE NAME: MW-41.DAT UNIQUE NUMBER: 43-165-01260

STATIC WATER LEVEL: -22.29' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 8" TOTAL DEPTH: -45.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	PORTLAND CEMENT	-10.0' TO SURFACE
SEAL TYPE:	BENTONITE CHIPS	-15.0' TO -10.0'
SCREEN PACK:	8/16 SAND	-43.0' TO -15.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-27.0' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-42.0' TO -27.0'
PLUG BACK:	HOLE CAVINGS	-43.0'



CITY: MIDLAND, TX DIV/GROUP: ENV DB: H. CLARDY LD: PIC: PM: H. ROBOTHAM TM: H. ROBOTHAM
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WELL LOG

WELL NO.
MW-41

ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 1/27/2010 DATE COMPLETED: 1/27/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: R. LANG ELEVATION (T.O.C.): 2,647.4' AMSL
FILE NAME: MW-41.DAT UNIQUE NUMBER: 43-165-01260

STATIC WATER LEVEL: -22.29' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 8" TOTAL DEPTH: -45.0'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	PORTLAND CEMENT	-10.0' TO SURFACE
SEAL TYPE:	BENTONITE CHIPS	-15.0' TO -10.0'
SCREEN PACK:	8/16 SAND	-43.0' TO -15.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-27.0' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-42.0' TO -27.0'
PLUG BACK:	HOLE CAVINGS	-43.0'

DEPTH	SAMPLED	SAMPLING METHOD	ANALYZED	MOISTURE	RECOVERY	OVM READING	U. S. C. S. CLASS	LITHOLOGY	DESCRIPTION	WELL INSTALLATION
-30		Shovel							SANDSTONE: 5YR 8/4 pink, medium grained, subrounded to subangular, moderately sorted. Note: Became wet at -38.0'.	
-35		Shovel								
-40		Shovel								
-45		Shovel							SHALE: 10R 4/6 red, plastic fat clay, coarsely bedded.	

CITY: MIDLAND, TX DIV/GROUP: ENV DB: H. CLARDY LD: PIC: PM: H. ROBOTHAM TM: H. ROBOTHAM
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WELL LOG

WELL NO.
MW-42

ARCADIS
1004 N. Big Spring St. Suite 300, Midland, TX 79701-3383 Tel: 432/687-5400 Fax: 432/687-5401

PROJECT NUMBER: MT001058.0001
CLIENT NAME: CITY OF MIDLAND, TEXAS
PROJECT NAME: SPRABERRY EFFLUENT APPLICATION SITE
SITE LOCATION: MIDLAND COUNTY, TEXAS

DRILLING CO: WHITE DRILLING
DRILLING METHOD: AIR ROTARY
SAMPLE METHOD: SHOVEL
DATE BEGUN: 1/27/2010 DATE COMPLETED: 1/27/2010
DRILLER: J. BLACKBURN ELEVATION (SURF.):
LOGGER: R. LANG ELEVATION (T.O.C.): 2,625.86' AMSL
FILE NAME: MW-42.DAT UNIQUE NUMBER: 43-165-01261

STATIC WATER LEVEL: -9.57' MEAS. PT.: T.O.C. DATE: 4/12/2010
HOLE SIZE(S): 8" TOTAL DEPTH: -30.5'
SURFACE COMPLETION: LOCKING STEEL SLEEVE, 4'x4'x6" CONCRETE SLAB

	TYPES	DEPTHS
GROUT TYPE:	PORTLAND CEMENT	-9.0' TO SURFACE
SEAL TYPE:	BENTONITE CHIPS	-12.0' TO -9.0'
SCREEN PACK:	8/16 SAND	-30.5' TO -12.0'
CASING TYPE:	4" DIA. SCH. 40 PVC CASING	-15.5' TO SURFACE
WELL SCREEN:	4" DIA. SCH. 40 PVC, 0.020" SLOTS	-30.5' TO -15.5'
PLUG BACK:		

DEPTH	SAMPLED	SAMPLING METHOD	ANALYZED	MOISTURE	RECOVERY	OVM READING	U. S. C. S. CLASS	LITHOLOGY	DESCRIPTION	WELL INSTALLATION
0		Shovel							SANDSTONE: 2.5YR 4/6 red, medium grained, subangular, well sorted, very soft.	
-5		Shovel							SANDSTONE: 2.5YR 4/6 red, fine to medium grained, subrounded, moderately sorted. Note: Became wet at -18.0'.	
-10		Shovel								
-15		Shovel								
-20		Shovel								
-25		Shovel								
-30									SHALE: 10R 4/6 red, fat clay.	

Appendix D. Example Field Data Sheet

GROUND WATER SAMPLING INFORMATION FORM*

Sheet ____ of ____
Side 1 of 2*

General Information

Location (Site/Facility Name)		Sampling Point (common name)	
Project Name/#		Type (mon. well, spring, etc.)	
Field Personnel		Field Sample (Event) ID#*	
Sampling Organization		Facility ID (for IGWIS data entry)	
Weather ☼ ?		Station ID (for IGWIS data entry)	

Sampling Station (Well) Details

Read from left to right ☞ top – bottom

Well Depth (ft. below MP)		Casing Diameter (inches)		Open Interval (depth below GS)	(0.1 ft)
Static Depth to Water (below MP)	(0.01 ft)	Static DTW (ft below GS)	(0.1 ft)	Date ____ Time	
Water Column Length (L) (ft)		One WC Volume (cu ft)		One WC Volume (gals)	
Condition: Securely Locked?	Y or N	Station (Well) Damaged?	Y or N	Surface Contamination (visible)	Y or N

Purging

PID/FID Reading @ Wellhead*	Concentration	ppm	Background Conc.		ppm
Free Product (circle: LNAPL or DNAPL)*	Detected/Sampled?	Y or N / Y or N	Appearance		
Well Purging Equipment	Pump, bailer?		Type*		
Purging Date/Time	Start ⌚	/	Finish ⌚		/
Pump/Bailer Intake Set at	Feet below MP		Avg. Purge Rate		gpm
Amt. Purged before Sampling	Gals/WC Volumes	/	Purge Protocol of___ WCV's met?		Y or N

Field Water-Quality Measurements and Observations

Date/Time Measurements Began ____/____ Purge Rate for Measurements (gpm) ____

Submersible Pump with direct line to Flow Cell used for all Field Water Quality Measurements? Y or N

All Field Measurement Instruments Calibrated according to Protocol? Y or N

All Field Water Quality Parameters Stabilized according to Protocol Criteria just before filling sample containers? Y or N

The Measurements below Represent: (1) stabiliization, (2) sample water collected, (3) both a and 2, (4) other*: ____

Sample Appearance: 👁 ____ Odor: ____

Field Measurement	Value	Military Time	Comments*
Temperature	°C		
Electrical Conductivity	µMhos/cm		= meter reading x magnitude x k
Specific Conductance	µMhos/cm		EC corrected to 25 °C
pH	Standard Units		
Dissolved Oxygen	mg/l		
Eh	mV		
Turbidity	NTU		

Sample Collection

Sampling Device (type of pump/bailer)*		Sample Medium (well water, LNAPL, etc.)*	
Permanently Installed Pump? Y or N	Dedicated Equipment? Y or N	Used Same Equip. for Purge?	Y or N
Pump Intake/Bailer Set at (ft below MP)		Interval Samples Represent (ft below GS)	Top = / Bottom =
Date / Time Sampling Began		Date / Time Sampling Finished	
Depth to Water (ft below MP)		Depth to Water (ft below MP)	
QC Samples Collected? Y or N (see reverse*)		Sample Withdrawal Rate	

All Field Protocols were followed with no exceptions (Y,N) **Enter Protocol Codes* 1.___ 2. ___**

Remarks (1)* (include protocol exceptions) ____

Form Completed by ____ Y or N (see reverse*) Date ____

👓 ——— *Site 2 of this form contains definition of abbreviations, protocol codes, additional room for equipment specification, QC sample description and other comments

Form GWS #2
Revised 9-2-93

GROUND WATER SAMPLING INFORMATION FORM*

(Reverse Side)

ABBREVIATIONS

ft.	feet	MP	Measuring Point	GS	Ground Surface
DTW	Depth to Water	WC	Water Column	cu. ft.	cubic feet
Y	Yes (circle if appropriate)	N	No (circle if appropriate)	gals	gallons
PID	Photo Ionization detector	FID	Flame Ionization detector	ppm	parts per million
gpm	gallons per minute	Amt.	amount	k	cell constant
EC	Electrical Conductivity	LNAPL	light non-aqueous phase liquid (floater)	DNAPL	dense non-aqueous phase liquid (sinker)

GENERAL INFORMATION

The "Field Sample (Event) ID#" should be constructed from the date and time that the first sample container of a purposefully associated set of sample containers is filled. This set of samples would normally be collected vary closely together in time and include containers for a number of analytical parameters and QC samples. QC samples are normally assigned temporary aliases (see below). For example, if the first of a set of containers is filled at 1:30 PM on December 19, 1992, the Field Sample Event ID# for all containers in the set should be 9212191330.

WELL INFORMATION

The water column length (L) is calculated by subtracting the depth to water (DTW) from the well depth. L = well depth - DTW. However, both of these distances must be referenced to the same datum: either from the measuring point (MP) or from ground surface (GS). This form was designed with the assumption that both the well depth and static water level values are referenced to the MP.

For convenience, a blank was included to also enter depth to water below GS in case the well depth referenced to the MP is unknown or cannot be measured directly. In addition, this value will indicate where the static water level is relative to the open (screened) interval which is referenced to GS. For the calculation of L in this case, the "stick up", the distance from the MP to GS, needs to be looked up or measured in the field. If the MP is above GS, then the stick up is a positive number for this calculation. Enter the stick up distance here____ft. (to the nearest 0.1 ft.). DTW (from GS) = DTW (from MP) - stick up; L = well depth (from GS) - DTW (from GS).

One water column volume = $\pi r^2 L$. The units conversion from cubic feet to gallons is as follows: πr^2 [ft.^{2}] L [ft.[[7.48 gallons/ft3]. r = well radius in feet (since well specifications are normally given as diameter in inches, the diameter must be converted from inches to feet and then divided by one-half to yield r, in feet). Examples of well diameter/gallons per ft. of WC: 1"/0.041 gals; 2"/0.163; 4"/0.653; 6"/1.47; 8"/2.61.

PURGING

Measure the concentration of organic vapors inside the well immediately after removing the wellhead cap. On the front side of this form, circle whether a PID or a FID was used, then enter wellhead and ambient background readings. Here specify the calibration gas _____ , lamp voltage_____make & model # of the instrument here_____.
If free product was detected, describe appearance, thickness, etc. (free product samples collected {Y, N }): _____
Supplemental description of purging equipment: _____

FIELD WATER QUALITY MEASUREMENTS AND OBSERVATIONS

If a flow cell was not used, describe how measurements were taken (note whether or not measurements were taken down hole):
_____
Other Comments and Observations _____

SAMPLE COLLECTION

Sampling equipment details (Mfgr., Model#, tubing, etc.): _____

Quality Control Samples

Fictional sampling point name(s) end field sample event ID#(s) (aliases) can be used for QC samples on sample labels and chain of custody sheets to distinguish them from primary samples without tipping off laboratories. List aliases here to document their association with primary sample identifiers on front side of sheet. Name(s)/ID#(s) Indicate total # of QC samples collected: Replicates____Splits____Trip blanks_____Field ambient air blanks _____ Field methods blanks_____

Protocol codes: 1. Indicate the type of sampling protocol followed by selecting from codes (A-F) below and entering it on the front of this form. Specify the name of the agency_____and the name of the agency program_____that approved the protocol. If none, write "none. ") A slightly modified agency program standard sampling protocol, approved as a non-site-specific protocol B) An unmodified or slightly modified agency program standard sampling protocol, approved as a non site-specific protocol C) A non site-specific protocol approved by an agency D) A detailed but non agency-approved, site-specific sampling protocol with adequate QA/QC procedures was followed; E) A detailed but non agency-approved sampling protocol without adequate QA/QC procedures was followed; B) None of the above protocol conditions were known to be met (comment): _____

Protocol code: 2
A) Sampling observed by_____(agency) to meet all field protocols except as noted below: (agency signature)
B) Sampling observed by "neutral" observer (signature) all field protocols except as noted below;
C) Neither A or B applies (comment): _____

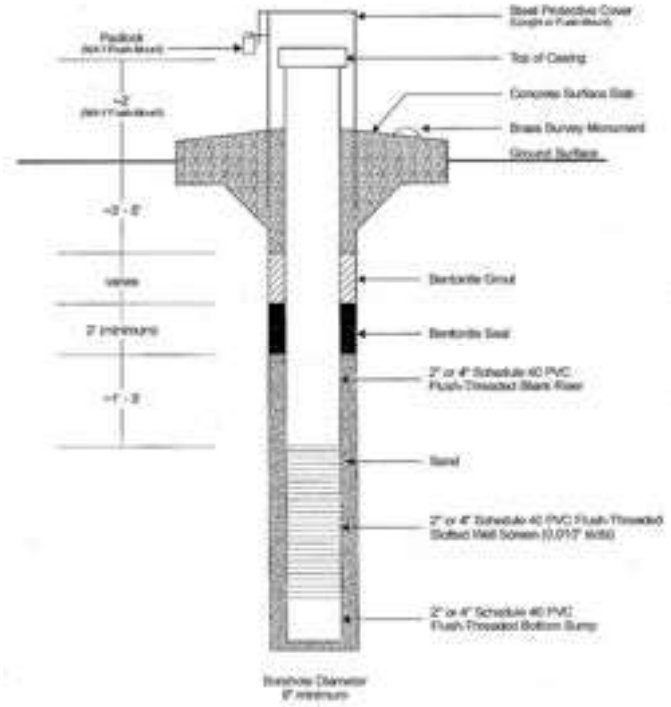
PROTOCOL EXCEPTIONS

List/discuss protocol exceptions for sampling-related field work (attach additional sheet if necessary): _____
Other Remarks(2) _____









Groundwater Monitoring Plan for Irrigation Site #1

City of Midland

DRAFT April 2015 (Revised April 2020)

Groundwater Monitoring Plan for Irrigation Site #1

Prepared for:

City of Midland

Prepared by:

HDR

TBPE Firm No. F-754
TBPG Firm No. 50226

April 2015 (Revised April 2020)

Paula Jo Lemonds, P.E., P.G.

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Appendix A. Typical cross section of a monitor well

Appendix B. State of Texas Well Reports for the site's monitor wells

Appendix C. Example Field Data Sheet

1.0 Introduction and Purpose

This Groundwater Monitoring Plan (Plan) establishes the standards and procedures for sampling groundwater monitoring wells, identifies the constituents to be sampled and analyzed, and defines the frequencies for sampling and reporting at the City of Midland, Texas, Irrigation Site #1 (Figure 1). The purpose of this Plan is to comply with the terms stated in Other Requirement [Interim I Phase (Disposal via Surface Irrigation)] No. 27 of the permit to discharge wastes under provisions of Chapter 26 of the Texas Water Code, Permit No. WQ0010223001 issued January 14, 2020, and renewed through January 14, 2025, for domestic wastewater treatment operations.

The Plan describes the procedures for consistent collection, processing, and analysis of groundwater samples from the installed wells to monitor and protect groundwater in accordance with Texas Water Code Chapters 26, 30 Texas Administrative Code (TAC) 305, and TPDES Permit No. WQ0010223001. The standards and practices established in this Plan are designed such that the monitor wells and samples obtained are representative of the groundwater conditions present in the geologic formation sampled by the monitoring wells to protect groundwater.

This Plan includes procedures and techniques for collection, preservation, handling, storage, and analysis of the samples collected for the purpose of groundwater monitoring at the site. In addition, this document generally describes the purpose and procedures for quality assurance, quality control, and reporting of the results of collected groundwater monitoring samples.

DRAFT

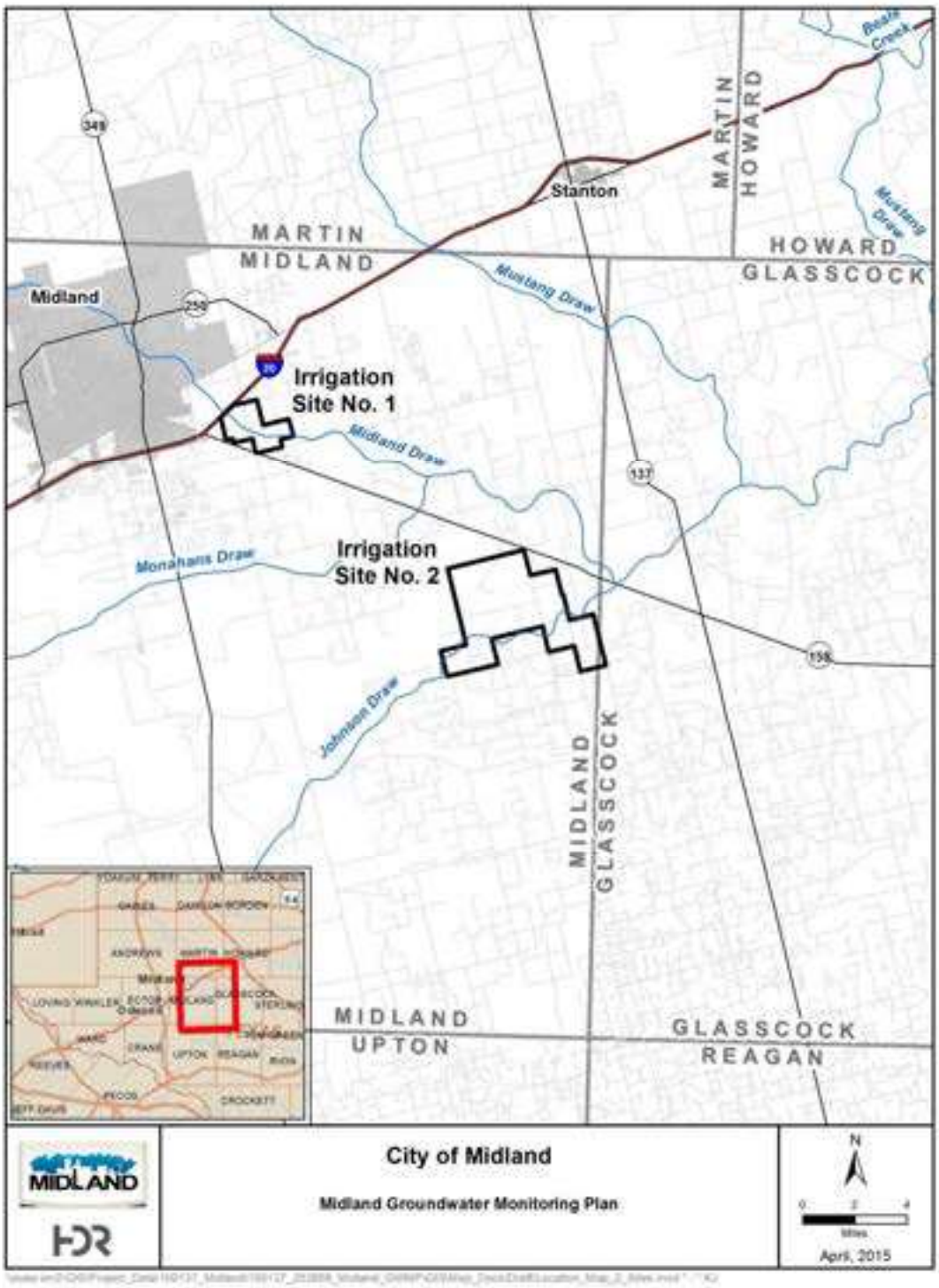


Figure 1: City of Midland, treated domestic wastewater surface irrigation sites

2.0 Hydrogeology

2.1 Area Hydrogeology

The City of Midland and the vicinity is located in the Edwards Plateau region of West Texas. The aquifers in this area, from oldest to youngest, are the Dockum, the Edwards-Trinity (Plateau) aquifer, and the Ogallala.[1]

Geologic units in the study area that contain groundwater range in age from Early Paleozoic to Quaternary. Permian and older aquifers produce very saline to brine quality water, while Triassic, Cretaceous, and more recent aquifers contain moderately saline to fresh water. Water needs for the area are supplied almost entirely by the Edwards-Trinity (Plateau) Aquifer, which occurs in the Edwards Limestone and Antlers Sand formations of Lower Cretaceous age and in sandy units of the Dockum Group of Triassic age, where hydrogeologically connected.[2]

The chemical quality of the ground water over most of the study area does not meet Federal drinking water standards. According to Ashworth and Christian (1989), the quality of water is generally acceptable for irrigation use, but special management practices are needed to grow salt-tolerant crops in some areas.[3]

Regional recharge to the Edwards-Trinity (Plateau) aquifer is by the downward percolation of water occurring on the surface and, to a lesser extent, by local cross-formational flow. Water occurring on the surface is primarily derived from precipitation, although some recharge may also result from irrigation return flow and streamflow losses. According to Ashworth and Christian (1989), the greatest amount of recharge from precipitation probably occurs where the limestone bedrock is exposed, allowing water to percolate unhindered through highly permeable joints, crevices, and solution openings.[4]

2.2 Site Hydrogeology

The geologic formations outcropping in the area include from youngest to oldest, windblown cover sand of Holocene Age; Pleistocene fluviatile terrace deposits; Playa deposits of Pleistocene age; Pleistocene Blackwater Draw Formation; and the Pliocene Age Ogallala Formation (Figure 2). Although groundwater elevations at the site have not been measured at the site within several years, the assumed depth to groundwater is variable because of the variable composition of the soils and may vary with the amount of antecedent rainfall. According to Ashworth and Christian (1989), the regional direction of the ground-water flow in the Edwards-Trinity (Plateau) aquifer is toward the southeast; however, heavy pumpage, resulting in extensive cones of depression, has partially altered the direction of movement toward these pumpage centers. The rate of movement of groundwater is slow, only a few feet per year, depending upon the hydraulic gradient, permeability and porosity of the strata.[5]

---

[1] Mace, Robert, E., Edward S. Angle, William F. Mullican, III. 2004. Aquifers of the Edwards Plateau, Report 360, Texas Water Development Board.
[2] Ashworth, John B., and Christian, Prescott C., 1989. Evaluation of Ground-Water Resources in Parts of Midland, Reagan, and Upton Counties, Texas, Report 312, Texas Water Development Board.
[3] Ibid.
[4] Ibid.
[5] Ashworth, John B., and Christian, Prescott C., 1989. Evaluation of Ground-Water Resources in Parts of Midland, Reagan, and Upton Counties, Texas, Report 312, Texas Water Development Board.

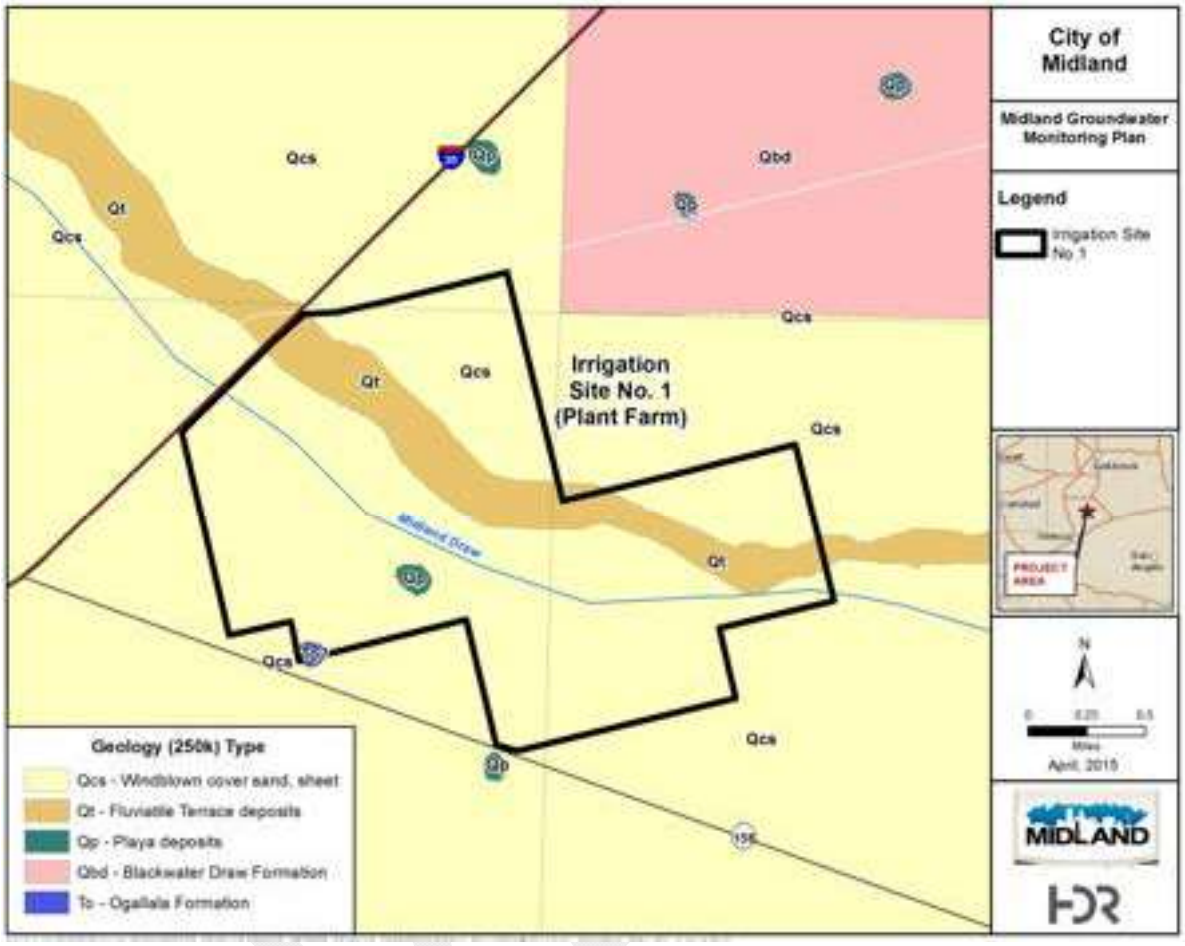


Figure 2. Outcropping geology in the area of the land application of treated effluent.

3.0 MONITOR WELLS

3.1 Installed Monitoring Wells

Eleven four-inch diameter monitor wells are installed at Site #1 (Figure 3). Depths of the monitor wells range from 59 ft to 165 ft below existing ground surface. Depths were measured from the existing ground surface at the time of the investigation. Elevations of the monitor wells measuring points range from 2715.84.8 ft-msl to 2745.17 ft-msl. Table 1 shows the measuring point elevation (near land surface), total depth, and latitude and longitude of each monitoring well.

A typical cross section of a monitor well is shown in Appendix A. The well logs for the monitor wells are included in Appendix B.

Figure 3 shows the location of the monitor wells at the site.

Table 1. Monitoring wells for Irrigation Site #1

Monitoring Well ID	Location (Section)	GPS Coordinates		Measuring Point Elevation (feet)	Well Diameter (inches)	Well Depth (feet)
		Latitude	Longitude			
PFMW-9	SEC 5, BLK 38, TWP 2S	31.99267	102.02523	2740.92	4	83
PFMW-10	SEC 5, BLK 38, TWP 2S	31.98508	102.02438	2739.48	4	72
PFMW-11	SEC 8, BLK 38, TWP 2S	31.97667	102.00864	2742.95	4	65
PFMW-12	SEC 9, BLK 38, TWP 2S	31.97405	101.99853	2745.03	4	151
PFMW-13	SEC 9, BLK 38, TWP 2S	31.97551	101.99270	2745.17	4	165
PFMW-14	SEC 9, BLK 38, TWP 2S	31.97708	101.98725	2742.09	4	141
PFMW-15	SEC 10, BLK 38, TWP 2S	31.98511	101.98851	2717.95	4	100
PFMW-18	SEC 4, BLK 38, TWP 2S	31.98694	102.00593	2729.97	4	90
PFMW-21	SEC 9, BLK 38, TWP 2S	31.98587	101.99417	2715.84	4	59
PFMW-22	SEC 9, BLK 38, TWP 2S	31.98655	102.00124	2724.72	4	75
PFMW-23	SEC 9, BLK 38, TWP 2S	31.98107	101.98802	2724.95	4	105
Revised April 2020						
PFMW-##	Proposed Location	32.000172	102.012415			
PFMW-##	Proposed Location	32.002238 or 32.002346	102.004007 or 102.003868			
PFMW-##	Proposed Location	31.997776	102.002834			
PFMW-##	Proposed Location	31.989909	102.000144			
PFMW-##	Proposed Location	31.992146	101.982693			

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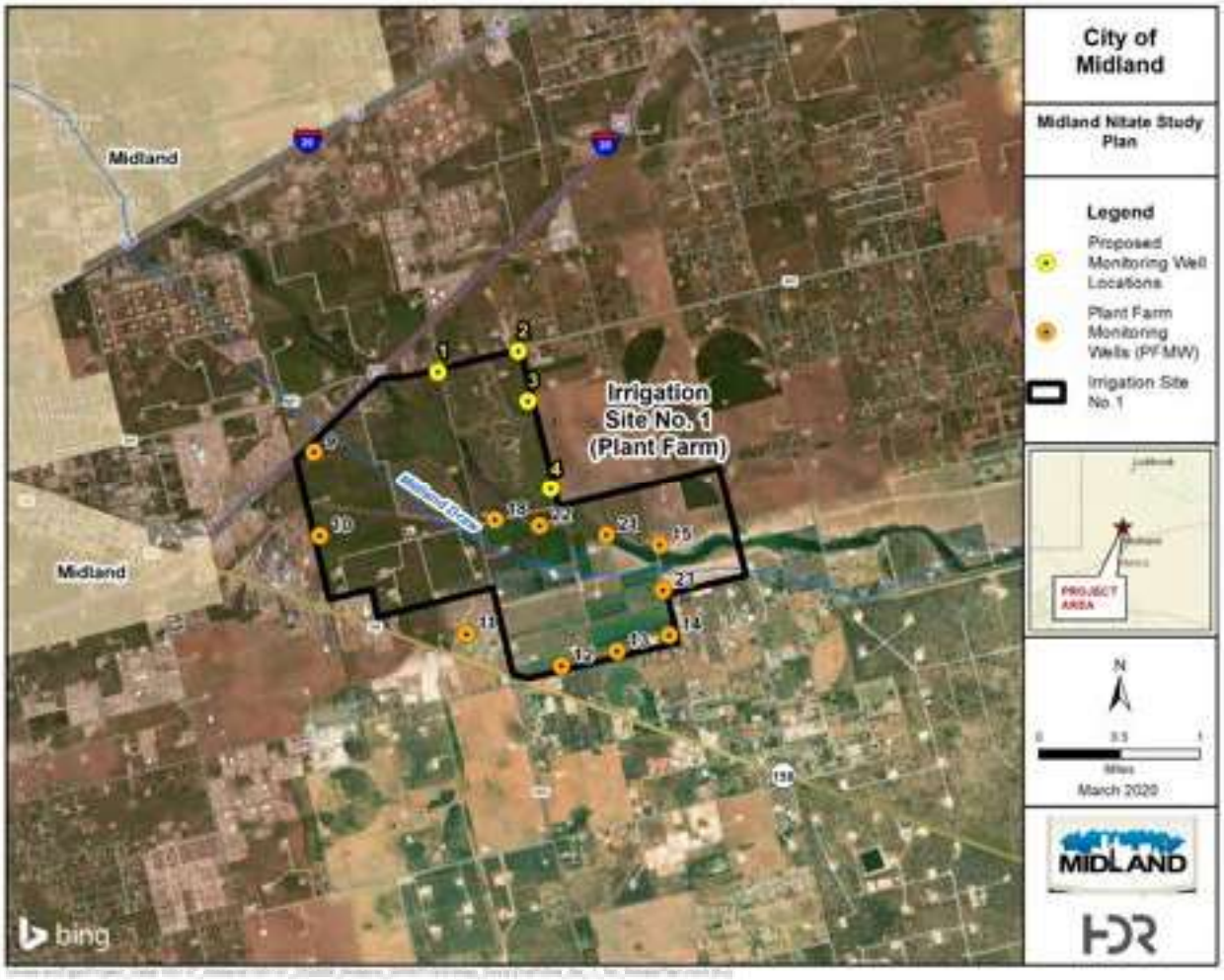


Figure 3. Location of Site #1 monitoring wells and proposed monitoring wells

3.2 Future Installation of Monitor Wells

If necessary, any new monitor well will be installed, developed and added to the monitoring network. Well development will consist of purging three or four well volumes of groundwater from each well to remove fine sediment from the pore spaces in and near the well borehole, which was disturbed during the installation process. Water removed from the monitor well during development and subsequent purging events performed prior to sampling, will be stored onsite in 55-gallon drums or other suitable containers. Purged water will be properly disposed of in accordance with applicable regulations. Purging will be conducted using procedures identified in Section 4.4 of this document.

Following completion of a monitor well installation and development process, sample collection can commence.

3.2 Additional Permit-Required Monitor Wells (Revised April 2020)

The January 14, 2020, permit, in Other Requirement [Interim I Phase (Disposal via Surface Irrigation)] No. 27 requires a revised Groundwater Monitoring Plan ("Plan") for Irrigation Site #1

(Plant Farm). The permit requires the Plan include components of the currently approved Plan (April 2015), plus groundwater monitoring along the northeast boundaries of the site.

There are no existing monitoring wells or other wells available for groundwater monitoring along the northeast boundaries of the site. New monitor wells are needed to meet this requirement. The City has proposed siting locations for the new monitor wells. Within one year after approval by TCEQ of the proposed siting locations, the City will have the new monitor wells installed, developed, and added to the monitoring network. Depending upon the date of completion, the new monitor wells will be used to collect water quality samples following the groundwater monitoring plan and the results reported in the next cycle of the annual report. Once added to the monitoring network, information about the new monitor wells will be added to Table 1 and Appendix B.

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4.0 SAMPLE COLLECTION

The steps described in the sections below will be completed each time a groundwater sample is collected.

4.1 Well Inspection

Prior to the commencement of purging, the integrity of the monitor well will be visually inspected. The casing and concrete pad will be examined for cracks or fissures. Well caps will be checked that they are locked and secure. The well will also be inspected for damage (e.g., vandalism, animals or insects, heavy equipment operations). A description of potential sources of contamination and any damage will be recorded on the field data sheet found in Appendix C, or a similarly suitable form. When necessary, appropriate repairs will be made to damaged wells.

Surface water and wastewater effluent will be prevented from directly entering the monitoring wells by the use of appropriate best management practices, both structural and non-structural. Any monitoring well that is damaged to the extent that it is no longer suitable for sampling or shows evidence of surface water leakage into it shall be reported, along with a recommendation about whether to repair, replace, or relocate the well.

4.2 Field Data Sheet

A field data sheet for recording groundwater data will be completed for each monitor well during every sampling event. The field data sheet in Appendix C, or a similarly suitable form, will be used to record the measurements, comments, and other pertinent data related to the sample collection process. Prior to each sampling event, each monitor well will be inspected for any damage according to Section 4.1. Water level measurements will be recorded in accordance with Section 4.3. Each monitor well will be purged according to Section 4.4. Sample collection, preservation, and shipment will be conducted in accordance with Section 4.5. Sample preservation, bottle type, and volume will be determined by the laboratory performing analysis.

Sampling parameters, frequency, and reporting requirements for groundwater monitoring at the site will be performed in accordance with Sections 5 and 6.

4.3 Water-level Measurement

The location of each well will be verified to make sure that the correct well is sampled. The well identification number will be copied from the identification marker on the well and recorded on a field data sheet the same as or similar to the form included in Appendix C.

Prior to purging, water levels will be measured. Water-level measurements will be taken over a period of time short enough to avoid temporal variations in water levels among wells. Water-level measurements will be taken from a permanent, easily identified reference point, or datum, at the well. Typically this datum will be the top of the casing (TOC) or the top of the protective pipe.

The depth to water will be recorded to the nearest hundredth of a foot, and the elevation of the water level will be calculated during each sampling event. The depth to the bottom of the well

will also be recorded. The water-level measuring device will be decontaminated before and after each use. The collection, storage and disposal of decontamination fluids will be managed appropriately. Decontamination procedures will be performed as outlined in Section 4.4.1.

If any monitoring well is either dry or inaccessible during any sampling event, the well will be checked every 30 days until an analytical sample can be obtained and the results of the sample reported. If a well remains inaccessible for a six-month period such that an analytical sample cannot be obtained, the well will be reworked or the obstruction removed and the well sampled and reported. If the well remains dry for a six-month period such that an analytical sample cannot be obtained, and the TCEQ Executive Director determines that an additional well is needed, additional wells will be constructed.

4.4 Well Purging

Prior to sampling, each well will be purged by bailing or pumping. Purging of the well will remove stagnant water such that representative and meaningful samples are obtained.

Care will be exercised during purging to avoid introducing contaminants into the water in the well. Disposable, powder-free, nitrile or latex gloves will be used to minimize the chances of cross-contamination. Gloves will be changed after each well. Either disposable bailers, or well-dedicated bailers/pumps will be used to maximize the likelihood of obtaining a clean sample and minimize the potential for cross-contamination. If disposable bailers are utilized, each bailer will be used for only one well. The bailer will be discarded after use.

If conditions do not allow either dedicated or disposable equipment, the purging device(s) will be decontaminated between wells. Decontamination of the reusable purging equipment will be performed to minimize cross contamination between wells. The collection, storage and disposal of decontamination fluids will be managed appropriately. Decontamination procedures will be performed as outlined described below in Section 4.4.1.

Bailers used for purging shall be constructed of Teflon™, polypropylene, PVC, stainless steel or other inert material. The bailer will be lowered gently to a point near the bottom of the screen, and then brought slowly to the surface. The purging device shall not be allowed to touch the bottom of the well since this may disturb sediments and increase turbulence. Prior to sampling with a bailer, the well will be purged until at least three well volumes of water have been removed. Calculation of well volumes for each well will be based on the total height of water, as measured prior to purging, and the following rates for 2" and 4" wells, respectively: 2"- 0.163 gal/ft, 4"- 0.6528 gal/ft. For wells that recharge slowly, the well may be purged dry before the three well volumes are removed. For these wells, purging to dryness is sufficient. Where possible, the water level will be allowed to recover to within approximately 90% of the pre-purge water level so that a complete collection of samples can be obtained. Purging will be considered complete once three well volumes have been removed (if the well is not purged to dryness).

Data collected prior to and during sampling will be recorded on field data sheets (the same or similar to that included in Appendix C) and will include the volume of water purged from the well, depth to water, water-level elevation, depth to the bottom of the well, height of the water column,

well volume, well purging time, a record of pH, conductivity, temperature, and turbidity observations, and any other pertinent information.

The water removed from a well during purging will be stored on-site in 55-gallon drums or other suitable containers. Purged water will be properly disposed of in accordance with applicable regulations.

4.4.1 Recommended Cleaning and Decontamination Procedures

Decontamination procedures will be performed as outlined described below.

FIELD PROCEDURE

The following cleaning and decontamination procedure is recommended.

1. Clean sampling equipment with a non-phosphate detergent soap mixture,
2. Rinse with distilled or deionized water.

In addition, if non-dedicated (reusable) bailers or pumps are used, these further steps will be included.

3. Equipment which will be used immediately will be placed on a clean plastic sheet. Equipment which will not be used immediately will be wrapped in clean plastic.
4. Pumps will be decontaminated by disassembling the pump, properly cleaning internal and external parts according to the afore-mentioned procedure, and reassembling the pump.

4.5 Sample Collection

Proper sample collection, preservation, and shipment procedures are critical to the integrity of the samples. Methods and procedures used shall be consistent from well to well and from one sampling event to the next.

4.5.1 Sample Collection

Efforts shall be made to minimize turbulence and aeration during sampling. The bailer shall be equipped with a bottom-emptying device which will reduce turbulence. The bailer will also be capable of significantly minimizing sample agitation and be able to discharge the sample at a low rate. Additionally, the intake device for bailers will be located within or above the screened portion of the well.

Transfer containers will not be used for sample collection. If non-dedicated sampling devices are used, they will be cleaned and decontaminated using those procedures outlined in Section 4.4.1. Non-dedicated equipment will be subjected to a final rinse with distilled or deionized water. Soiled sample bottles, bailer rope, rubber hose, gloves, or filtration media shall not be used.

If a sufficient volume of water is available in the well, the first portion of water (approximately one gallon), shall be discarded to help eliminate any oxidized water that may be present at the top of the water column.

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4.5.2 Field Measurements

An unfiltered portion of water from the well will be placed into a clean container for field measurement of specific conductance, temperature, and pH. Field parameters will be measured using hand held instruments placed directly into discharged water. Temperature will be measured immediately. Next, measurements of specific conductance shall be made to avoid any effect on the sample from salts on the pH probe. Specific conductance determinations will be followed by pH measurements. Observations regarding the water (e.g., color, odor, foaming, presence of more than one phase of liquid, turbidity of the sample) will be recorded. The water used for these field measurements will be discarded as outlined previously.

4.5.3 Sample Containers

The number and types of containers and their respective physical and chemical preservatives will be consistent with the requirements of the approved analytical methods and the qualified laboratory performing analysis. Samples will be collected in a manner that reduces sample aeration. To avoid confusion and possibilities of contamination, a minimum number of containers will be used for each well.

4.5.4 Sample Preservation and Holding Times

Holding times, sample preservation, and sample volumes required for each analysis will be reviewed with the laboratory prior to sampling. Acceptable sample holding times, sample volumes, and preservation methods will be consistent with the requirements of the approved analytical methods and the qualified laboratory performing analysis.

4.5.5 Sample Storage and Transport

Properly labeled and filled sample containers shall be placed in re-sealable bags, then into an ice chest or other insulated container packed with sufficient ice to keep them cold (approximately 4°C or 39.2°F). Adequate ice will be kept in the ice chest to maintain the temperature until the samples are transported to the laboratory. Dry ice will not be used to chill the samples because of the danger of freezing the samples and bursting the containers.

If the samples are shipped, sturdy insulated containers will be used. The insulated container shall be cushioned inside to prevent breakage of the sample containers. Finally, the insulated container will be thoroughly sealed with cloth tape or reinforced shipping tape.

4.5.6. Chain-of-custody Documentation

Chain-of-custody (COC) procedures are essential for sample integrity and to provide legally and technically defensible data. The required COC document will be initiated by the sampler. The COC will accompany the samples during transport and will be protected from moisture in a re-sealable plastic bag. It will be completed by each party handling the samples, to provide evidence of possession of the samples at all times. Individuals relinquishing and receiving the samples will sign, date, and record the time of transfer on the COC form.

4.5.7 Sampling Documentation

Information related to a sampling event will be recorded on field data sheets. All entries will be made in ink. Information recorded on field data sheets may include site name, date, time, monitor well number, name and identity of people doing the work, all field measurements

including the numerical values and units, and the integrity of the well. Entry errors will be noted as such, and shall be dated and initialed by the person making corrections. The forms will be protected and maintained in a secure place.

5.0 SAMPLING PARAMETERS AND FREQUENCY

Sampling of the groundwater monitoring wells at the site will be conducted twice per year (approximately once every six months) for the following parameters shown in Table 2 and listed in Special Provision No. 13 in TPDES Permit No. WQ0010223001. In addition, field measurements will be made for pH, conductivity, temperature, oxidation/reduction potential and static water level (measured in feet below ground surface) for each groundwater sample.

Samples will be collected from each of the monitor wells. Groundwater monitoring will be performed twice a year for the life of the permit or until modified in accordance with applicable regulations or as directed by state or federal regulating agencies.

Table 2. Groundwater parameters to be laboratory analyzed

Parameter	*Units*
Sulfate	mg/L
Total Dissolved Solids	mg/L
Chloride	mg/L
Iron	mg/L
Ammonia	mg/L
Nitrate as Nitrogen	mg/L
Total Nitrogen	mg/L
Total Phosphorus	mg/L
Fecal Coliform	MPN/100mL
pH	-
Water Table Elevations	ft bgs

6.0 ANALYTICAL METHODS AND REPORTING LIMITS

The groundwater monitoring program will include analytical methods and reporting limits that are appropriate and that accurately measure the constituents and other monitoring parameters in groundwater samples. The typical EPA Methods for laboratory analysis are included in the Table 3. Analyses of the samples will be performed by a laboratory accredited by the State of Texas under the National Environmental Laboratory Accreditation Program (NELAP).

Table 3. Analysis methods for the groundwater parameters to be analyzed

Parameter	*Units*	*Analysis Method*
Sulfate	mg/L	EPA 300.1
Total Dissolved Solids	mg/L	EPA 160.1
Chloride	mg/L	EPA 300.1
Iron	Mg/L	EPA 200.8
Ammonia	mg/L	SM 4500-NH_3 D
Nitrate as Nitrogen	mg/L	EPA 300.1
Total Nitrogen	mg/L	EPA 351.2
Total Phosphorus	mg/L	EPA 365.3
Fecal Coliform	MPN/100 mL	SM 9223-B
pH	-	EPA 150.1
Water Table Elevations	ft bgs	EPA SOP#: 2043

7.0 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Quality assurance is defined as the adherence of laboratory systems and procedures to specific standards and specifications. Quality control is defined as the methodology employed to assess the quality assurance program. The field and laboratory QA/QC procedures presented in this section, as well as those procedures outlined in other sections of this document, are designed such that the laboratory data are accurate, precise, and legally defensible.

7.1 Field QA/QC

Specific field procedures which will be utilized are found in Section 4.0 related to well inspection, water level measurements, well purging, and sample collection, preservation, and shipment. Items not covered in those sections are presented below.

7.1.1 Personnel

Personnel will be thoroughly familiar with required field equipment, its operation, maintenance, and calibration. Personnel shall also possess knowledge of methodologies, procedures, and measurements, which relate to field sampling.

7.1.2 Container Labels

Prior to the beginning of sampling, labels will be completed and placed on the sample bottles. The labels should contain pertinent information, which may include the following: date, type of analysis required, site permit name or number, well number, sampler's name, and a unique lab identification number. All information will be printed on the labels with a water-proof, indelible pen. The label may also be covered with transparent tape for protection and to prevent easy removal. For some bottles, information may be written on the bottles and separate labels may not be necessary.

7.1.3 Pre-sampling Protocol

Before any work begins around the monitoring well, a plastic sheet will be placed on the concrete pad surrounding the wellhead. The plastic sheet will cover a large enough area so that the bailer, bailer rope, and other sampling equipment are prevented from becoming contaminated by contacting the ground or the concrete pad. The plastic sheet will be replaced between sampling each well. Disposable, powder-free, nitrile or latex gloves will be used during measuring, purging, and sampling. Gloves will be changed between bailing/purging and sampling, and between each well. The gloves will be discarded after each use.

7.1.4 Additional Sampling Procedures

The area around the sampling point will be checked for possible sources of air contamination. Water samples will be collected as close to the well head as practical. The sampling device will be held as close as possible to the container, but the two will not be allowed to touch.

7.1.5 Decontamination Procedures

Sample and water-level measuring equipment will be decontaminated prior to being transported to the site. Between wells, the equipment will be decontaminated appropriately in the field in accordance with the procedures outlined in Section 4.4.1. Rinse water and decontamination water will be captured and stored for disposal in the dedicated containers used for purge water storage.

7.1.6 Instrumentation

WATER LEVEL MEASUREMENT

Water levels shall be measured with an electric Solinst 101 Water Level Meter or equivalent. This type of instrument consists of a stainless steel probe attached to a permanently marked polyethylene tape. Conductors are embedded within the tape and attached to the probe. When the probe contacts water, an electric circuit is completed across an insulating gap within the probe and a signal is sounded at the surface. Depth-to-water measurements are then made from the surface datum. Prior to and following a water level measurement, the water level instrument will be rinsed in accordance with procedures in Section 4.4.1.

pH METER

The pH meter will be capable of attaining a minimum two-point calibration. The instrument will be calibrated prior to each use with pH buffers of 4.00 and 7.00 or 7.00 and 10.00. Linearity will be checked with a third standard. Buffers will closely bracket the sample pH value. If the measurements are not linear, the instrument shall be adjusted and re-calibrated. If still not in proper working order, a substitute pH meter will be used. If attempts to calibrate the substitute fail, testing will cease until the pH meter is in proper working order or replaced. Calibration results will be recorded and maintained in a secure place. Prior to, following, and between pH measurements at each well, the pH meter will be rinsed with distilled or deionized water.

CONDUCTIVITY METER

The conductivity meter will be calibrated prior to each groundwater sampling event. It will be calibrated using a range of standards and checked with standards that are as close to the

suspected sample range concentration as possible, in order to insure linearity. If linearity is not attained, the instrument will be adjusted and re-calibrated. If still not in proper working order, a substitute conductivity meter will be used. If attempts to calibrate the substitute instrument fail, testing will cease until the conductivity meter is in proper working order or replaced. Calibration results will be recorded and maintained in a secure place. Prior to, and following readings taken at each well, the conductivity meter will be rinsed with distilled or deionized water.

7.1.7 Sample Collection Records

Sample collection records shall contain the names of personnel conducting the activity, sample numbers, location, date, climatic conditions, and other useful observations. Use of QC samples will be documented in the sample collection records.

The analytical results of the groundwater samples collected during the semiannual groundwater monitoring sampling events will be submitted to the Water Quality Assessment Team (MC 150), TCEQ Region 7 – Midland, and the Glasscock County Groundwater Conservation District by February 1st of each year in order to comply with Other Requirement No. 26 in TPDES Permit No. WQ0010223001.

The annual monitoring report will include the following items as related to the year represented by the annual report:

- Copies of laboratory reports, field parameter data, purging data;
- Summary of the groundwater data with trend analysis using available historical data (must include at least the last five years of data);
- Annual potentiometric surface map, and
- Discussion of the results compared to available historical data (must include at least the last five years of data).

Groundwater data will not be available for Irrigation Site#1/Plant Site until commencement of monitoring activities at the site. Additionally, the annual groundwater monitoring report will include any recommendations for any changes related to groundwater monitoring activities.

8.0 Future Irrigation Areas

With the addition of any future irrigation areas, groundwater within these areas will be monitored. TCEQ Water Quality Assessment Team staff will be notified of the additional irrigation areas, and a new monitor well(s) will be constructed as necessary to comply with Special Provision No. 13 in TPDES Permit No. WQ0010223001.

Appendix A. Typical cross section of a monitor well

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Appendix B. State of Texas Well Reports for the site's monitor wells

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Appendix C. Example Field Data Sheet

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CITY OF MIDLAND

ADDENDUM

BID # 23002819

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: March 8, 2023

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. **<u>What is the Depth to Water and Total Depth on the wells</u>:**

A1. Please review the following attachments for the wells specs needed

Q2. **<u>Who to speak to about getting eyes on the site for accessibility:</u>**

A2. Ben Jordan, 432- 559-3045 – Superintendent for the WRF location and sites needed for sample collection

Q3. **<u>What kind of timeframe is the city looking for to complete the project? (Can this be spread out over the year/half year)?</u>**

A3. Soils (completed between the months of December to February – However, due to our timeframe, this will be our priority once the bid is completed (April 2023). For the monitor wells, they are to be completed twice per year, 6 months apart.

<u>PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.</u>

All other terms and conditions shall remain the same.

Tolon LPE
Company Name

[signature]
Bidder Authorized Signature

3/22/23
Date

Hank W. McConnell
Please Print Above Name

432-631-5750
Phone

CITY OF MIDLAND

ADDENDUM

BID # 23002819

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: March 17, 2023

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: WQ0010223-001 Permit outlining tests conformance.
A1: Please see the attached pdf documents for clarification.

Q2: Soil and Groundwater Analyte List identifying methods and hold times.
A2: Please refer to pages 41 & 42 of the WQ0010223001 for the soils, Pages 14 for the plant farm monitoring wells and page 16 of the Spraberry Groundwater monitoring plan. We have a sub-contract lab we will be transporting to for the methods and hold times needed. We will need just the collection for these.

Q3: Quality Assurance Project Plan (QAPP) or similar, if available.
A3: We do not have a QAPP to reference, however we have the specs attached for the outline of work needed.

Q4: Location of City of Midland wastewater system which will receive purge water.
A4: For Clarification contact Angelica Olivas 432-685-7904

Q5: Will private water wells need to be shut in prior to collection of water levels.
A5: The private water well collection will be the responsibility of the City of Midland personnel.

Q6: Do the water levels in the water wells need to be static levels?
A6: Yes, this is correct.

Q7: Will static water levels for the monitoring wells need to be collected at the beginning of the project or would it be in conformance of the plan to collect the static water level prior to sampling?
A7: The static water level will be a field requirement; therefore, static levels do need to be checked at the time of sampling of the monitoring wells.

Q8: Will soil boring waste need to containerize and disposed of?
A8: This is something our department has not dealt with in the past. If this is necessary from your end, please provide in detail of the cost.

Q9: Will soil boring waste need disposal?
A9: This is something our department has not dealt with in the past. If this is necessary from your end, please provide in detail of the cost.

Q10: Will soil borings need to be backfilled with fresh soil or bentonite?
A10: This is something our department has not dealt with in the past. If this is necessary from your end, please provide in detail of the cost.

Q11: How will repairs of items identified as appropriate repairs be managed? Should the company include estimated annual repairs, or will it be on an individual basis identified in a separate scope of work?
A11: At the time of sample collection from the contractor, if there are repairs that are identified in the report or field logs, that will be the responsibility of the City of Midland personnel to take action.

Q12: Is there a mailing list with access agreements in place for the domestic well sampling or will the vendor be responsible for that?
A12: The city will be responsible.

Q13: Will the vendor be allowed to work more than 8 hours each day or more than 40 hours each calendar week if the rates are flat and not affected by overtime?
A13: These hours are feasible, however may be unsafe. Keep in mind of the sample for the monitoring wells, the hold timeframe from the time of collection is 6 hours to receive at our local lab for testing.

Q14: Is a Geoprobe required or can a hand auger be utilized to collect the soil samples?
A14: We have encountered both types of equipment during sampling from our past contractors. Either or will be fine to use.

Q15: The bid requests duplicates for each depth, but there is no specification on how many duplicates need to be collected. What is the protocol on duplicates for soil samples?
A15: The duplicates for soil samples will need to be for each depth. In example, sample 0-6' and sample 0-6' dup., sample 6-18' and sample 6-18' dup., sample 18-30' and sample 18-30' dup. Please let me know if you need me to explain further in detail to achieve the same goal we need to achieve.

Q16: Do the existing groundwater monitoring wells have dedicated pumps and/or tubing currently installed?
A16: Please contact Ben Jordan at 432-559-3045.

Q17: Will domestic sampling require collection straight from the well or will a faucet/spigot sample suffice?
A17: This will be the responsibility of the City.

Q18: Does each composite soil sample X or Z pattern need to cover the entirety of each approximate 80-acre area? Is there a distance requirement for each boring location?
A18: Please refer to section 34 of page 41.

Q19: Will the vendor be responsible for the utility locate (811) prior to ground disturbance?
A19: Please contact Ben Jordan at 432-559-3045.

Q20: Are there any right of way permits that will need to be put in place prior to site access? Will the vendor be responsible for the permits?
A20: Please contact Ben Jordan at 432-559-3045.

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

All other terms and conditions shall remain the same.

Toloa CPE
Company Name

[signature]
Bidder Authorized Signature

3/22/23
Date

Hank W. McConnell
Please Print Above Name

432-631-5750
Phone

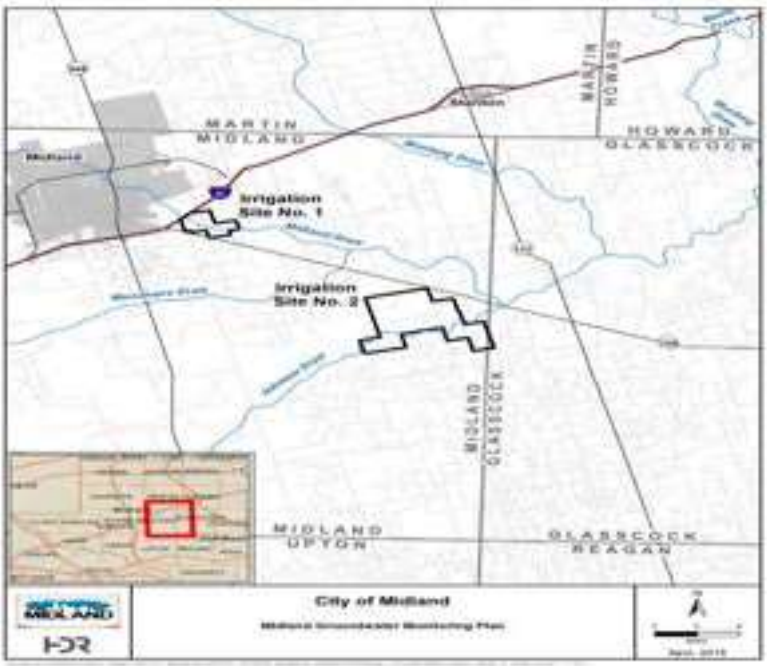
Project Information

The facility and location sites are located at 3600 Farm-to-Market Road 307 (facility and site #1-Plant Farm) and approximately 13.5 miles southeast of the intersection of Interstate Highway 20 and Farm-to-Market Road 307 (site #2-Spraberry Farm) in Midland County, Texas 79706.

The company should be familiar with the site locations and working in this environment. Company will provide the physical collection of groundwater monitoring wells and soil samples. The City operates their own laboratory and will provide all sampling containers required for the sampling events. Prior arrangements should be scheduled with laboratory, prior to sampling date. Site inspection prior to mobilization is preferred. Company is responsible for ensuring the site is accessible prior to each sampling event. More than one mobilization may be required in order to complete each sampling event.

Scope of Work

The scope of work for this sampling project is divided into two parts: Task I Groundwater monitoring wells and Task II soil sampling activities. All tests need to conform with the City of Midland TCEQ permit WQ0010223-001 "other requirements" – 26, 27, 29, & 34. Below are specifics on the two proposed tasks. It is to be fully recognized that the company have primary responsibility for executing on-site safety for their work. Therefore, in the response for each task, please outline the safety and environmental protocols that will be utilized in these events.



Task I – Groundwater Monitoring Well Sampling

A total of 58 monitor wells will be purged and sampled on a semi-annual basis (1st Event: January – June, 2nd Event: July – December). The 11 (with the potential of adding 5 more) monitoring wells are located at the Irrigation Site No. 1 (Plant Farm) and 42 monitoring wells are located at the Irrigation Site No. 2 (Spraberry Farm). Refer to Groundwater Monitoring Plan for Irrigation Site No. 1 and Groundwater Monitoring Plan for Irrigation Site #2.

The first event has been completed for this year, however, the 69 private wells will need to be completed to finish this years' second sampling event. Next year and thereafter, 146 private wells will need to be sampled with each groundwater sampling event. Bid request is to be per well present per line item. Permission must be granted by the owners of the private wells before they can be accessed.

Prior to sampling, company will collect static water levels from each of the monitor wells at the two locations. Prior to the commencement of purging, the integrity of the monitor well will be visually inspected. The casing and concrete pad will be examined for cracks or fissures. Well caps will be checked that they are locked and secure. The well will also be inspected for damage (e.g., vandalism, animals or insects, heavy equipment operations). A description of potential sources of contamination and any damage will be recorded on the field data sheet found in Appendix C of the Groundwater Monitoring Plan for Irrigation Site #1 (Plant Farm),or a similarly suitable form – See attachment. When necessary, appropriate repairs will be made to damaged wells. Field logs and inspection reports of monitor wells will be required to be submitted within 5 working days of sampling event to end project of completion.

Company shall utilize EPA-approved low-flow purging techniques to collect groundwater samples from the monitoring wells. According to protocols, field parameters including pH, conductivity, oxidation-reduction potential (ORP) and temperature will be collected and evaluated to demonstrate that these parameters have stabilized prior to the collection of the groundwater samples. All of the purged water will be contained and placed back into the City of Midland wastewater system.

Duplicate samples will be collected as directed by the City - For QA/QC, there will need to be 2 duplicates per day. All samples will be delivered from the company and preserved to the laboratory (location – 3303 W. Illinois Ave. Space 22, Midland, Tx, 79703; address subject to change upon new location of laboratory). Non-potable water analysis will be performed by City of Midland Laboratory using SM9223-B Colilert-18, therefore sample containers will be provided to company prior to sampling. During transit, samples will need to be iced. Chain of custody will be provided by the laboratory for Non-potable water testing. Hours of operation for drop off will be Monday thru Thursday 8am to 12pm and 1pm to 3pm – arrangements can be made prior to drop off due to a 6 hour hold time of collection for samples to be tested in the laboratory.

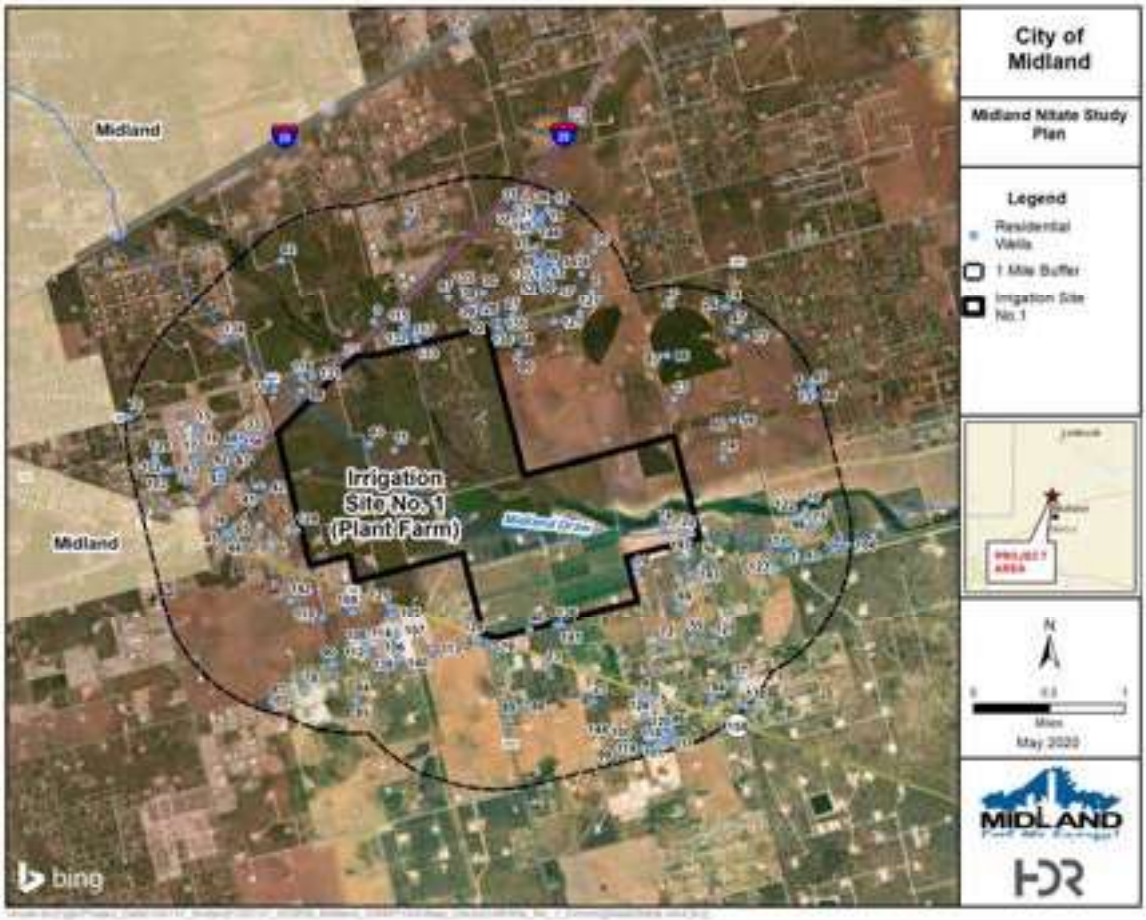
There will be field measurements that will be required at the same time of collection of monitor wells. We will use a sub-contractor (Xenco Laboratories) for the analysis of:

Parameter	Units
Sulfate	mg/L
Total Dissolved Solids	mg/L
Chloride	mg/L
Iron	mg/L
Ammonia	mg/L
Nitrate as Nitrogen	mg/L
Total Nitrogen	mg/L
Total Phosphorus	mg/L
pH	n/a

Sample containers and Chain of custody will need to be arranged by company and picked up from Xenco Laboratories for proper sampling procedures.




Irrigation
Site No. 2
(Spraberry)


City of
Midland
Midland Nitrate Study
Plan
Legend
Residential
Wells
1 Mile Buffer
Irrigation Site
No.1
Midland
Midland
Irrigation
Site No. 1
(Plant Farm)
N
Miles
May 2020
MIDLAND
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Task II – Soil Sampling

A total of 82 sites, including 60 from the Irrigation Site No. 2 (Spraberry Farm) and 22 from the Irrigation Site No. 1 (Plant Farm) will be sampled once per year – 1st Quarter: January – March, except for row crops which may be sampled between crop growing seasons. Refer to the City of Midland TCEQ permit WQ0010223-001, Provision 34 Section. The company shall obtain representative soil samples from the root zones of the land application area receiving wastewater. Each sampling site will consist of approximately 80 acres. For each site, 10 holes (Z or X Pattern) for the collection of composite soil samples at three depths: 0-6", 6-18" and 18-30". One composite sample will be collected for each respective depth interval at each sampling site (at total of 3 x 10-part composites per site; plus duplicates for each depth). Chain of Custody forms will be provided from the City of Midland WPCP Laboratory to the company and soil sampling bags prior to sampling begin date. The table below details sampling plan elements.

Area	Number of Sites	# of holes	# of composite + Dups
Spraberry	60	600	360
Plant	22	220	132

Once soil samples have been collected from the company, they will be dropped off to the City of Midland Laboratory located at 3600 E IH 20, Midland, Tx. The City of Midland laboratory has the right to reject samples for any reason. The laboratory will be in charge of shipping fees or any other associated costs for soil testing.

Texas Commission on Environmental Quality

NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES PERMIT FOR MUNICIPAL WASTEWATER AMENDMENT

PERMIT NO. WQ0010223001

APPLICATION AND PRELIMINARY DECISION. City of Midland, P.O. Box 1152, Midland, Texas 79702, has applied to the Texas Commission on Environmental Quality (TCEQ) for a major amendment to Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010223001 to authorize a change in the method of disposal from surface irrigation to a discharge into waters of the state. The current permit authorizes the disposal of treated domestic wastewater at a daily average flow not to exceed 21,000,000 gallons per day via surface irrigation of 1,950 acres of non-public access at Site #1 (Plant Farm) and 3,100 acres non-public access pasture land at Site #2 (Spraberry Farm). The current permit also authorizes the land application of sewage sludge for beneficial use on 725 acres at Plant Farm. The amendment requests the authorization for effluent disposal via surface irrigation in the Interim I phase, a combination of discharge and surface irrigation in the Interim II Phase, and discharge only in the Final phase. TCEQ received this application on April 16, 2018.

The facility and disposal site are located at 3600 Farm-to-Market Road 307 (facility and Site #1-Plant Farm) and approximately 13.5 miles southeast of the intersection of Interstate Highway 20 and Farm-to-Market Road 307 (Site #2-Spraberry Farm) in Midland County, Texas 79706. The sludge disposal site is located in Site #1 (Plant Farm). The treated effluent will be discharged to Midland Draw, thence to Johnson Draw, thence to Mustang Draw, thence to Beals Creek, thence to Colorado River Below Lake J. B. Thomas in Segment No. 1412 of the Colorado River Basin. The unclassified receiving water use is minimal aquatic life use for Midland Draw. The designated uses for Segment No. 1412 are primary contact recreation and high aquatic life use. In accordance with Title 30 Texas Administrative Code Section 307.5 and the TCEQ *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), an antidegradation review of the receiving waters was performed. A Tier 1 antidegradation review has preliminarily determined that existing water quality uses will not be impaired by this permit action. Numerical and narrative criteria to protect existing uses will be maintained. This review has preliminarily determined that no water bodies with exceptional, high, or intermediate aquatic life uses are present within the stream reach assessed; therefore, no Tier 2 degradation determination is required. No significant degradation of water quality is expected in water bodies with exceptional, high, or intermediate aquatic life uses downstream, and existing uses will be maintained and protected. The preliminary determination can be reexamined and may be modified if new information is received. This link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice. For the exact location, refer to the application.
https://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=db5bac44afbc468bbddd360f8168250f&marker=-102.019722%2C31.996388&level=12

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Midland City Hall, 300 North Loraine Street, Midland, Texas.

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period; and the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not

issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, Texas Commission on Environmental Quality, P.O. Box 13087, Austin, TX 78711-3087 or electronically at www14.tceq.texas.gov/epic/eComment/ **within 30 days from the date of newspaper publication of this notice.**

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www14.tceq.texas.gov/epic/eComment/, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Any personal information you submit to the TCEQ will become part of the agency's record; this includes email addresses. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from City of Midland at the address stated above or by calling Mr. Cory Moose, Assistant Utilities Director, at (432) 685-7937.

Issuance Date _____

FACT SHEET AND EXECUTIVE DIRECTOR'S PRELIMINARY DECISION

For draft Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010223001, EPA I.D. No. TX0138517, to discharge to water in the state.

Issuing Office:	Texas Commission on Environmental Quality P.O. Box 13087 Austin, Texas 78711-3087
Applicant:	City of Midland P.O. Box 1152 Midland, Texas 79702
Prepared By:	Sarah A. Johnson, Ph.D. Permit Coordinator Wastewater Permitting Section (MC 148) Water Quality Division (512) 239-4696
Date:	August 26, 2019; Revised September 27, 2019
Permit Action:	Major Amendment with Renewal

1. EXECUTIVE DIRECTOR RECOMMENDATION

The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The draft permit includes an expiration date of **five years from the date of issuance**.

2. APPLICANT ACTIVITY

The applicant has applied to the Texas Commission on Environmental Quality (TCEQ) for a major amendment of the existing permit to authorize the discharge of treated domestic wastewater from an annual average flow not to exceed 15.0 million gallons per day (MGD) in the Interim II phase and an annual average flow not to exceed 21.0 MGD in the Final phase. The existing permit authorizes the disposal of treated domestic wastewater via surface irrigation of 1,950 acres of non-public access at Site #1 (Plant Farm) and 3,100 acres non-public access pasture land at Site #2 (Spraberry Farm). The existing permit also authorizes the land application of sewage sludge for beneficial use on 725 acres at Plant Farm. The amendment requests the authorization for effluent disposal via surface irrigation in the Interim I phase, a combination of discharge and surface irrigation in the Interim II Phase, and discharge only in the Final phase. The existing wastewater treatment facility serves the City of Midland.

3. FACILITY AND DISCHARGE LOCATION

The facility and disposal site are located at 3600 Farm-to-Market Road 307 (facility and Site #1-Plant Farm) and approximately 13.5 miles southeast of the intersection of Interstate Highway 20 and Farm-to-Market Road 307 (Site #2-Spraberry Farm) in Midland County, Texas 79706. The sludge disposal site is located in Site #1 (Plant Farm).

Outfall Location:

Outfall Number	Latitude	Longitude
001	31.997412 N	-102.016285 W

The treated effluent will be discharged to Midland Draw, thence to Johnson Draw, thence to Mustang Draw, thence to Beals Creek, thence to Colorado River Below Lake J. B. Thomas in Segment No. 1412 of the Colorado River Basin. The unclassified receiving water use is minimal aquatic life use for Midland Draw. The designated uses for Segment No. 1412 are primary contact recreation and high aquatic life use.

4. TREATMENT PROCESS DESCRIPTION AND SEWAGE SLUDGE DISPOSAL

The Midland Water Pollution Control 1 Wastewater Treatment Facility consists of primary treatment and an activated sludge process plant with partial flow capacity using the conventional mode. Treatment units in the Interim I phase include four rotary drum screens, two grit removal basins, three primary clarifiers, two aeration basins, and three anaerobic sludge digesters (with one acting as a sludge holding tank). The Interim I phase also includes two storage ponds at land application Site #1 (Plant Farm) with a total surface area of 45.2 acres and a total storage volume of 271 acre-feet, and eight storage ponds at land application Site #2 (Spraberry Farm) with a total surface area of 221 acres and a total storage volume of 2,575 acre-feet. Treatment units in the Interim II phase will include four rotary drum screens, two grit removal basins, three primary clarifiers, three aeration basins, three final clarifiers, two cloth disc filter systems, two ultraviolet (UV) light disinfection basins, three anaerobic sludge digesters (with one acting as a sludge holding tank), five screw presses for sludge dewatering, and one cascade aerator. In the Interim II phase, any wastewater generated in excess of 15 MGD will be routed to the storage ponds. Wastewater in the storage ponds will be disposed of via surface irrigation. Treatment units in the Final phase will include four rotary drum screens, two grit removal basins, four primary clarifiers, four aeration basins, five final clarifiers, four cloth disc filter systems, four UV light disinfection basins, five anaerobic sludge digesters (with one acting as a sludge holding tank), two sludge blend tanks, two sludge thickeners, five screw presses, and one cascade aerator. In the Final phase, all treated effluent will be disposed of via discharge. The storage ponds at Site #2 (Spraberry Farm) will be closed. The storage ponds at Site #1 (Plant Farm) will be used as emergency holding ponds/equalization basins. The facility is operating in the Interim I phase.

Sludge generated from the treatment facility is disposed of via land application for beneficial use at Site #1 (Plant Farm) as authorized by the draft permit in the Interim I and Interim II phases. In the Final phase, sludge will be hauled by a registered transporter and disposed of at a TCEQ-permitted landfill, City of Midland Municipal Solid Waste Landfill (Permit No. 1605B) in Midland County. The draft permit also authorizes the disposal of sludge at a TCEQ-authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge.

5. INDUSTRIAL WASTE CONTRIBUTION

The draft permit includes pretreatment requirements that are appropriate for a facility of this size and complexity. The facility potentially receives industrial wastewater.

6. SUMMARY OF SELF-REPORTED EFFLUENT ANALYSES

The following is a summary of the applicant's effluent monitoring data for the period August 2017 through July 2019. The average value is computed by the averaging of 30-day daily average for flow and of all single grab values for the reporting period for five-day biochemical oxygen demand (BOD_5) and pH in standard units (SU).

Parameter	Average of Single Grab
Flow, MGD	10.09
BOD_5, mg/l	38
pH range, SU	6.8-8.7

7. DRAFT PERMIT CONDITIONS AND MONITORING REQUIREMENTS

The effluent limitations and monitoring requirements for those parameters that are limited in the draft permit are as follows:

A. INTERIM I PHASE EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS **(Outfall 001- Surface Irrigation Only)**

The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 21.0 MGD via surface irrigation of 1,950 acres of non-public access at Site #1 (Plant Farm) and 3,100 acres non-public access pasture land at Site #2 (Spraberry Farm).

	Effluent Concentrations (Not to Exceed)	
Parameter	Daily Average mg/l	Single Grab mg/l
Biochemical Oxygen Demand (5-day)	N/A	100

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per month by grab sample.

Parameter	Monitoring Requirement
Flow, MGD	Continuous
BOD_5	One/day

B. INTERIM II PHASE EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS **(Outfall 001- Surface Irrigation and Outfall 002- Discharge)**

The draft permit authorizes the disposal of treated domestic wastewater effluent at a daily average flow not to exceed 6.0 MGD via surface irrigation (Outfall 001). Surface irrigation is authorized to empty existing wastewater in the storage ponds.

Parameter	Effluent Concentrations (Not to Exceed) Daily Average mg/l	Single Grab mg/l
Biochemical Oxygen Demand (5-day)	N/A	100

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per month by grab sample.

Parameter	Monitoring Requirement
Flow, MGD	Continuous
BOD_5	One/day

Via Outfall 002, the annual average flow of effluent shall not exceed 15.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 30,556 gallons per minute (gpm). Any excess wastewater generated over 15.0 MGD shall be routed to the storage ponds for disposal via irrigation.

Parameter	30-Day Average		7-Day Average	Daily Maximum
	mg/l	lbs/day	mg/l	mg/l
$CBOD_5$[1]	10	1,252	15	25
TSS	15	1,878	25	40
NH_3-N[2]	3.0	376	6.0	10
DO[3] (minimum)	4.0	N/A	N/A	N/A
E. coli, CFU or MPN per 100 ml[4]	126	N/A	N/A	399

[1] Five-day carbonaceous biochemical oxygen demand ($CBOD_5$)
[2] Ammonia nitrogen (NH_3-N)
[3] Dissolved oxygen (DO)
[4] Colony-forming units (CFU) and most probable number (MPN)

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

The permittee shall utilize a UV light system for disinfection purposes. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

Parameter	Monitoring Requirement
Flow, MGD	Continuous
$CBOD_5$	One/day
TSS	One/day
NH_3-N	One/day
DO	One/day
E. coli	Daily

C. FINAL PHASE EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS **(Outfall 002 - Discharge Only)**

The annual average flow of effluent shall not exceed 21.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 30,556 gpm.

Parameter	30-Day Average		7-Day Average	Daily Maximum
	mg/l	lbs/day	mg/l	mg/l
$CBOD_5$	10	1,752	15	25
TSS	15	2,629	25	40
NH_3-N	3.0	526	6.0	10
DO (minimum)	4.0	N/A	N/A	N/A
E. coli, CFU or MPN/100 ml	126	N/A	N/A	399

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

The permittee shall utilize a UV light system for disinfection purposes. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

Parameter	Monitoring Requirement
Flow, MGD	Continuous
$CBOD_5$	One/day
TSS	One/day
NH_3-N	One/day
DO	One/day
E. coli	Daily

D. SEWAGE SLUDGE REQUIREMENTS

The draft permit includes Sludge Provisions according to the requirements of 30 TAC Chapter 312, Sludge Use, Disposal, and Transportation.

Sludge generated from the treatment facility is disposed of via land application for beneficial use at Site #1 (Plant Farm) as authorized by the draft permit in the Interim I and Interim II phases. In the Final phase, sludge will be hauled by a registered transporter and disposed of at a TCEQ-permitted landfill, City of Midland Municipal Solid Waste Landfill (Permit No. 1605B) in Midland County.

The draft permit also authorizes the disposal of sludge at a TCEQ-authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge.

E. PRETREATMENT REQUIREMENTS

Permit requirements for pretreatment are based on TPDES regulations contained in 30 TAC Chapter 315, which references 40 Code of Federal Regulations (CFR) Part 403, "General Pretreatment Regulations for Existing and New Sources of Pollution" *[rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798].* The permit includes specific requirements that establish responsibilities of local government, industry, and the public to implement the standards to control pollutants which pass through or interfere with treatment processes in publicly owned treatment works (POTWs) or which may contaminate the sewage sludge. This permit has appropriate pretreatment language for a facility of this size and complexity.

The Executive Director has determined that the permittee will be required to conduct an industrial user survey to determine if a full pretreatment program must be developed to ensure the quality of the sewage sludge and prevent interference and pass through. If the permittee is required to continue development of a new pretreatment program and completes Activity Nos. 1-7, then a new pretreatment program will proceed through the approval process in accordance with 40 CFR §§403.9 and 403.11 [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*]. The submission will become effective upon approval by the Executive Director in accordance with 40 CFR §403.11.

F. WHOLE EFFLUENT TOXICITY (BIOMONITORING) REQUIREMENTS

(1) The draft permit includes 48-hour acute freshwater biomonitoring requirements as follows. The permit requires five dilutions in addition to the control (0% effluent) to be used in the toxicity tests. These additional effluent concentrations shall be 32%, 42%, 56%, 75%, and 100%. The low-flow effluent concentration (critical dilution) is defined as 100% effluent.

(a) Acute static renewal 48-hour definitive toxicity tests using the water flea (*Daphnia pulex*) or (*Ceriodaphnia dubia*). The frequency of the testing is once per quarter for at least the first year of testing, after which the permittee may apply for a testing frequency reduction.

(b) Acute static renewal 48-hour definitive toxicity test using the fathead minnow (*Pimephales promelas*). The frequency of the testing is once per quarter for at least the first year of testing, after which the permittee may apply for a testing frequency reduction.

(2) The draft permit includes the following minimum 24-hour acute freshwater biomonitoring requirements at a frequency of once per six months:

(a) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*).

(b) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*).

G. BUFFER ZONE REQUIREMENTS

The permittee shall comply with the requirements of 30 TAC § 309.13(a) through (d). In addition, by combination of ownership of the required buffer zone area and the right-of-way of Interstate Highway 20, the permittee shall comply with the requirements of 30 TAC § 309.13(e).

H. IRRIGATION REQUIREMENTS

The draft permit authorizes the disposal of treated domestic wastewater effluent at an average flow not to exceed 21.0 MGD via surface irrigation of 1,950 acres of non-public access at Site #1 (Plant Farm) and 3,100 acres non-public access pasture land at Site #2 (Spraberry Farm) in the Interim I phase. The draft permit authorizes the disposal of treated effluent via surface irrigation (not to exceed 6.0 MGD) and the discharge of treated effluent (not to exceed 15 MGD) in the Interim II phase. Application rates to the irrigated land shall not exceed 4.0 acre-feet per year per acre irrigated at Site #1 (Plant Farm) and 5.2 acre-feet per year per acre irrigated at Site #2 (Spraberry Farm) in both the Interim I and Interim II phases. The irrigated crops include a variety of agriculture crops and native grasses. Surface irrigation is not authorized in the Final phase.

I. SUMMARY OF CHANGES FROM APPLICATION

The applicant requested effluent limitations, based on a 30-day average, of 20 mg/l BOD_5 and 20 mg/l TSS. However, effluent limitations in the Interim II phase and Final phase of the draft permit (discharge from Outfall 002), based on a 30-day average, are 10 mg/l $CBOD_5$, 15 mg/l TSS, 3.0 mg/l NH_3-N, and 4.0 mg/l minimum DO.

J. SUMMARY OF CHANGES FROM EXISTING PERMIT

The Standard Permit Conditions, Sludge Provisions, Other Requirements, and Biomonitoring sections of the draft permit have been updated. Pretreatment requirements have been added to the draft permit.

E. coli bacteria limits have been added to the Interim II and Final-phase discharge activities at Outfall 002 of the draft permit in accordance with 30 TAC Chapters 309 and 319.

For POTWs, effective September 1, 2020, the permittee must submit the written report for unauthorized discharges and unanticipated bypasses that exceed any effluent limit in the permit using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

Effective September 1, 2020, the permittee must submit the annual sludge report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. The

Reporting Requirements of the Sludge Provisions have also been updated.

Certain accidental discharges or spills of treated or untreated wastewater from wastewater treatment facilities or collection systems owned or operated by a local government may be reported on a monthly basis in accordance with 30 TAC § 305.132.

SECTION IV, REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING, has been added to the Sludge Provisions of the draft permit to allow the transportation of sludge to another facility.

The Special Provisions section in the existing permit (now titled Other Requirements) has been revised. See table below. Other Requirement Nos. 7, 11, 25, 27-29, 33, 40, and 42-56 are new provisions to the draft permit.

Existing "Special Provision"	Draft "Other Requirement"
1	1
2	2
3	3
4	6
5	15
6	16
7	20
8	21
9	22
10	23
11	24*
12	4
13	26*
14	30*
15	31
16	32*
17	34*

Existing "Special Provision"	Draft "Other Requirement"
18	35
19	36
20	37
21	13
22	10
23	12
24	38
25	5
26	9
27	17
28	14
29	39
30	18
31	19*
32	41
33	8

*The existing provision was revised in the draft permit.

8. DRAFT PERMIT RATIONALE

A. TECHNOLOGY-BASED EFFLUENT LIMITATIONS/CONDITIONS

Regulations promulgated in Title 40 of the CFR require that technology-based limitations be placed in wastewater discharge permits based on effluent limitations guidelines, where applicable, or on best professional judgment (BPJ) in the absence of guidelines.

Effluent limitations for maximum and minimum pH are in accordance with 40 CFR § 133.102(c) and 30 TAC § 309.1(b).

B. WATER QUALITY SUMMARY AND COASTAL MANAGEMENT PLAN

(1) WATER QUALITY SUMMARY

The treated effluent is discharged to Midland Draw, thence to Johnson Draw, thence to Mustang Draw, thence to Beals Creek, thence to Colorado River Below Lake J. B. Thomas in Segment No. 1412 of the Colorado River Basin. The unclassified receiving water use is minimal aquatic life use for Midland Draw. The designated uses for Segment No. 1412 are primary contact recreation and high aquatic life use. The effluent limitations in the draft permit will maintain and protect the existing instream uses. In accordance with 30 TAC §307.5 and the TCEQ *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), an antidegradation review of the receiving waters was performed. A Tier 1 antidegradation review has preliminarily determined that existing water quality uses will not be impaired by this permit action. Numerical and narrative criteria to protect existing uses will be maintained. This review has preliminarily determined that no water bodies with exceptional, high, or intermediate aquatic life uses are present within the stream reach assessed; therefore, no Tier 2 degradation determination is required. No significant degradation of water quality is expected in water bodies with exceptional, high, or intermediate aquatic life uses downstream, and existing uses will be maintained and protected. The preliminary determination can be reexamined and may be modified if new information is received.

The discharge from this permit action is not expected to have an effect on any federal endangered or threatened aquatic or aquatic-dependent species or proposed species or their critical habitat. This determination is based on the United States Fish and Wildlife Service's (USFWS's) biological opinion on the State of Texas authorization of the TPDES (September 14, 1998; October 21, 1998, update). To make this determination for TPDES permits, TCEQ and U.S. Environmental Protection Agency (EPA) only considered aquatic or aquatic-dependent species occurring in watersheds of critical concern or high priority as listed in Appendix A of the USFWS biological opinion. The determination is subject to reevaluation due to subsequent updates or amendments to the biological opinion. The permit does not require EPA review with respect to the presence of endangered or threatened species.

Segment No. 1412 is currently listed on the State's inventory of impaired and threatened waters, the 2014 CWA §303(d) list. The listing is for bacteria from the confluence of Beals Creek upstream to the dam below Barber Reservoir pump station (AU 1412_02). Beals Creek is also listed on the CWA §303(d) list for bacteria from the confluence of Gutherie Draw upstream to the confluence of Mustang Draw and Sulphur Springs Draw (AU 1412B_03). This facility is designed to provide adequate disinfection in the Interim II and Final phases and, when operated properly, should not add to the bacterial impairment of the segment. In addition, in order to ensure that the proposed discharge meets the stream bacterial standard, an effluent limitation of 126 CFU or MPN of *E. coli* per

100 ml has been added to the Interim II and Final phases of the draft permit.

The pollutant analysis of treated effluent provided by the permittee in the application indicated 1,934 mg/l of total dissolved solids (TDS), 302.75 mg/l of sulfate, and 652.11 mg/l of chloride present in the effluent. The segment criteria for Segment No. 1412 are 9,210 mg/l for TDS, 4,740 mg/l for sulfate, and 1,570 mg/l for chlorides. Based on dissolved solids screening, no additional limits or monitoring requirements are needed for total dissolved solids, chloride, or sulfate. See Attachment 1 of this Fact Sheet.

The effluent limitations and conditions in the draft permit comply with the Texas Surface Water Quality Standards (TSWQS), 30 TAC §§ 307.1 - 307.10.

(2) CONVENTIONAL PARAMETERS

Effluent limitations for the conventional effluent parameters (i.e., Biochemical Oxygen Demand or Carbonaceous Biochemical Oxygen Demand, Ammonia Nitrogen, etc.) are based on stream standards and waste load allocations for water quality-limited streams as established in the TSWQS and the State of Texas Water Quality Management Plan (WQMP).

The effluent limitations in the draft permit have been reviewed for consistency with the WQMP. The proposed effluent limitations are not contained in the approved WQMP. However, these limits will be included in the next WQMP update.

The effluent limitations in the draft permit meet the requirements for secondary treatment and the requirements for disinfection according to 30 TAC Chapter 309, Subchapter A: Effluent Limitations.

(3) COASTAL MANAGEMENT PLAN

The facility is not located in the Coastal Management Program boundary.

C. WATER QUALITY-BASED EFFLUENT LIMITATIONS/CONDITIONS

(1) GENERAL COMMENTS

The Texas Surface Water Quality Standards (30 TAC Chapter 307) state that surface waters will not be toxic to man, or to terrestrial or aquatic life. The methodology outlined in the *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010) is designed to ensure compliance with 30 TAC Chapter 307. Specifically, the methodology is designed to ensure that no source will be allowed to discharge any wastewater that: (1) results in instream aquatic toxicity; (2) causes a violation of an applicable narrative or numerical state water quality standard; (3) results in the endangerment of a drinking water supply; or

(4) results in aquatic bioaccumulation that threatens human health.

(2) AQUATIC LIFE CRITERIA

(a) SCREENING

Water quality-based effluent limitations are calculated from freshwater aquatic life criteria found in Table 1 of the Texas Surface Water Quality Standards (30 TAC Chapter 307).

There is no mixing zone or zone of initial dilution for this discharge directly to an intermittent stream; acute freshwater criteria apply at the end of pipe. Chronic freshwater criteria do not apply to discharges to intermittent streams where there is no perennial waterbody within three miles downstream from the point of discharge. The following critical effluent percentage is being used:

Acute Effluent %: 100%

Waste load allocations (WLAs) are calculated using the above estimated effluent percentages, criteria outlined in the Texas Surface Water Quality Standards, and partitioning coefficients for metals (when appropriate and designated in the implementation procedures). The WLA is the end-of-pipe effluent concentration that can be discharged when, after mixing in the receiving stream, instream numerical criteria will not be exceeded. From the WLA, a long-term average (LTA) is calculated using a log normal probability distribution, a given coefficient of variation (0.6), and a 90th percentile confidence level. The LTA is the long-term average effluent concentration for which the WLA will never be exceeded using a selected percentile confidence level. The LTA is used to calculate a daily average and daily maximum effluent limitation for the protection of aquatic life using the same statistical considerations with the 99th percentile confidence level and a standard number of monthly effluent samples collected (12).

Assumptions used in deriving the effluent limitations include segment values for hardness, chlorides, pH, and TSS according to the segment-specific values contained in the TCEQ guidance document *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010). The segment values are 310 mg/l for hardness (as calcium carbonate), 1,635 mg/l chlorides, 7.6 standard units for pH, and 16 mg/l for TSS. For additional details on the calculation of water quality-based effluent limitations, refer to the TCEQ guidance document.

TCEQ practice for determining significant potential is to compare the reported analytical data against percentages of the calculated daily average water quality-based effluent limitation. Permit limitations are required when analytical data reported in the application exceeds 85% of the calculated daily average water quality-based effluent limitation. Monitoring and reporting is required when analytical data reported in the

application exceeds 70% of the calculated daily average water quality-based effluent limitation.

(b) PERMIT ACTION

No analytical data is available for screening against water quality-based effluent limitations because the facility is currently land applying effluent. The Interim I phase facility is not designed for secondary and advanced treatment. The permittee shall submit a pollutant analysis within 120 days of commencing the Interim II phase.

(3) AQUATIC ORGANISM BIOACCUMULATION CRITERIA

(a) SCREENING

The discharge point is located at a distance greater than three miles upstream of perennial waters. Human health screening is not applicable because of the distance between the discharge point and perennial waters that support fisheries.

(b) PERMIT ACTION

None.

(4) DRINKING WATER SUPPLY PROTECTION

(a) SCREENING

Water Quality Segment No. 1412, which receives the discharge from this facility, is not designated as a public water supply. Screening reported analytical data of the effluent against water quality-based effluent limitations calculated for the protection of a drinking water supply is not applicable.

(b) PERMIT ACTION

None.

(5) WHOLE EFFLUENT TOXICITY (BIOMONITORING) CRITERIA

(a) SCREENING

TCEQ has determined that there may be pollutants present in the effluent that may have the potential to cause toxic conditions in the receiving stream. Whole effluent biomonitoring is the most direct measure of potential toxicity that incorporates the effects of synergism of effluent components and receiving stream water quality characteristics. Biomonitoring of the effluent is, therefore, required as a condition of this permit to assess potential toxicity.

The applicant is not currently monitoring whole effluent toxicity because the requirements do not take effect until the Interim II phase.

(b) PERMIT ACTION

The test species are appropriate to measure the toxicity of the effluent consistent with the requirements of the State water quality standards. The biomonitoring frequency has been established to reflect the likelihood of ambient toxicity and to provide data representative of the toxic potential of the facility's discharge. This permit may be reopened to require effluent limits, additional testing, and/or other appropriate actions to address toxicity if biomonitoring data show actual or potential ambient toxicity to be the result of the permittee's discharge to the receiving stream or water body.

(6) WHOLE EFFLUENT TOXICITY CRITERIA (24-HOUR ACUTE)

(a) SCREENING

None.

(b) PERMIT ACTION

The applicant is not currently monitoring whole effluent toxicity because the requirements do not take effect until the Interim II phase.

9. WATER QUALITY VARIANCE REQUESTS

No variance requests have been received.

10. PROCEDURES FOR FINAL DECISION

When an application is declared administratively complete, the Chief Clerk sends a letter to the applicant advising the applicant to publish the Notice of Receipt of Application and Intent to Obtain Permit in the newspaper. In addition, the Chief Clerk instructs the applicant to place a copy of the application in a public place for review and copying in the county where the facility is or will be located. This application will be in a public place throughout the comment period. The Chief Clerk also mails this notice to any interested persons and, if required, to landowners identified in the permit application. This notice informs the public about the application and provides that an interested person may file comments on the application or request a contested case hearing or a public meeting.

Once a draft permit is completed, it is sent, along with the Executive Director's preliminary decision, as contained in the technical summary or fact sheet, to the Chief Clerk. At that time, the Notice of Application and Preliminary Decision will be mailed to the same people and published in the same newspaper as the prior notice. This notice sets a deadline for making public comments. The applicant must place a copy of the Executive Director's preliminary decision and draft permit in the public place with the application.

Any interested person may request a public meeting on the application until the deadline for filing public comments. A public meeting is intended for the taking of public comment and is not a contested case proceeding.

After the public comment deadline, the Executive Director prepares a response to all significant public comments on the application or the draft permit raised during the public comment period. The Chief Clerk then mails the Executive Director's response to comments and final decision to people who have filed comments, requested a contested case hearing, or requested to be on the mailing list. This notice provides that if a person is not satisfied with the Executive Director's response and decision, they can request a contested case hearing or file a request to reconsider the Executive Director's decision within 30 days after the notice is mailed.

The Executive Director will issue the permit unless a written hearing request or request for reconsideration is filed within 30 days after the Executive Director's response to comments and final decision is mailed. If a hearing request or request for reconsideration is filed, the Executive Director will not issue the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If the Executive Director calls a public meeting or the Commission grants a contested case hearing as described above, the Commission will give notice of the date, time, and place of the meeting or hearing. If a hearing request or request for reconsideration is made, the Commission will consider all public comments in making its decision and shall either adopt the Executive Director's response to public comments or prepare its own response.

For additional information about this application, contact Sarah A. Johnson, Ph.D., at (512) 239-4696.

11. ADMINISTRATIVE RECORD

The following items were considered in developing the draft permit:

A. PERMIT(S)

TPDES Permit No. WQ0010223001 issued on February 17, 2015.

B. APPLICATION

Application received on April 16, 2018, and additional information received on May 31, 2018, June 12, 2018, October 1, 2018, January 31, 2019, May 1, 2019, June 12, 2019, and August 20, 2019.

C. MEMORANDA

Interoffice memoranda from the Water Quality Assessment Section of the TCEQ Water Quality Division. Interoffice memorandum from the Pretreatment Team of the TCEQ Water Quality Division.

D. MISCELLANEOUS

Federal Clean Water Act § 402; Texas Water Code § 26.027; 30 TAC Chapters 30, 305, 309, 312, and 319; Commission policies; and U.S. Environmental Protection Agency guidelines.

Texas Surface Water Quality Standards, 30 TAC §§ 307.1 - 307.10.

Procedures to Implement the Texas Surface Water Quality Standards (IP), Texas Commission on Environmental Quality, June 2010, as approved by the U.S. Environmental Protection Agency, and the IP, January 2003, for portions of the 2010 IP not approved by the U.S. Environmental Protection Agency.

Texas 2014 Clean Water Act Section 303(d) List, Texas Commission on Environmental Quality, June 3, 2015; approved by the U.S. Environmental Protection Agency on November 19, 2015.

Texas Natural Resource Conservation Commission, Guidance Document for Establishing Monitoring Frequencies for Domestic and Industrial Wastewater Discharge Permits, Document No. 98-001.000-OWR-WQ, May 1998.

Attachment 1

Applicant Name:	**City of Midland**
Permit Number, Outfall:	**10223-001**
Segment Number:	**1412– Colorado River Below Lake J. B. Thomas**

Enter values needed for screening:			**Data Source (edit if different)**
TDS CC - segment criterion - TDS	9,210	mg/L	2010 TSWQS, Appendix A
Cl CC - segment criterion - chloride	1,570	mg/L	2010 TSWQS, Appendix A
SO4 CC - segment criterion - sulfate	4,740	mg/L	2010 TSWQS, Appendix A
TDS CE - average effluent concentration - TDS	1934.44	mg/L	Permit application
Cl CE - average effluent concentration - chloride	652.11	mg/L	Permit application
SO4 CE - average effluent concentration - sulfate	302.75	mg/L	Permit application

TDS Screening

The TDS screening value is determined by first calculating an initial TDS concentration, CTDS, as follows:

CTDS = (TDS CC / 500 mg/L) * 2,500 mg/L

Where:	CTDS = TDS concentration used to determine Csv screening value TDS CC = TDS criterion at the first downstream segment 500 mg/L = the median TDS concentration in Texas streams 2,500 mg/L = the minimum TDS screening value

CTDS = 46050 mg/L

The next step is to use the initial CTDS to set the actual TDS screening value, TDS Csv, using the following table:

If CTDS			**Then TDS Csv**
≤ 2,500 mg/L		=	2,500 mg/L
> 2,500 mg/L but	≤	=	CTDS
6,000 mg/L			
> 6,000 mg/L		=	6,000 mg/L

Some specific types of intermittent streams have alternative screening values (Csv):

Specific Type of Intermittent Stream	**If CTDS is**	**Default Csv =**
Dry except for short-term flow in	< 4,000 mg/L	4,000 mg/L
immediate response to rainfall.	≥ 4,000 mg/L	CTDS
Constructed ditch conveying stormwater and	< 4,000 mg/L	4,000 mg/L
wastewater, considered water in the state.	≥ 4,000 mg/L	CTDS
Within 3 miles of tidal waters.	—	6,000 mg/L

Once TDS Csv is established, the next step is to compare the effluent TDS concentration, TDS CE, to the screening value. Control measures, which may include effluent limitations, are considered for TDS if the effluent TDS is greater than the screening value.

Values needed for Screening			**Data Source**
TDS CE - average effluent TDS concentration	1934.44	mg/L	Permit application
TDS Csv - TDS screening value	**46050**	mg/L	Determined above

No control measures needed if:	1934.44	≤	46050
Consider control measures if:	1934.44	>	46050

No control measures needed for TDS

When effluent limitations are established in the permit, the daily average TDS limit is typically set equal to the TDS screening value. The daily maximum TDS limit is calculated as 2.12 times the daily average limit.

Chloride Screening

If TDS limits are necessary or there are concerns about chloride, additional screening can be performed for chloride. First calculate the screening value for chloride, Cl Csv, as follows:

Cl Csv = (TDS Csv /TDS CC) * Cl CC

Where:	Cl Csv = chloride screening value
	TDS Csv = TDS screening value
	TDS CC = TDS criterion at the first downstream segment
	Cl CC - chloride criterion at the first downstream segment

Cl Csv = **7850** mg/L

Once the Cl Csv is established, the next step is to compare the effluent chloride concentration, Cl CE, to the screening value. Control measures, which may include effluent limitations, are considered for chloride if the effluent chloride is greater than the screening value.

Values needed for Screening			Data Source
Cl CE - average effluent chloride concentration	652.11	mg/L	Permit application
Cl Csv - chloride screening value	7850	mg/L	Determined above

No control measures needed if:	652.11	≤	7850
Consider control measures if:	652.11	>	7850

No control measures needed for chloride

Sulfate Screening

If TDS limits are necessary or there are concerns about sulfate, additional screening can be performed for sulfate. First calculate the screening value for sulfate, SO4 Csv, as follows:

SO4 Csv = (TDS Csv /TDS CC) * SO4 CC

Where:	SO4 Csv = sulfate screening value
	TDS Csv = TDS screening value
	TDS CC = TDS criterion at the first downstream segment
	SO4 CC - sulfate criterion at the first downstream segment

SO4 Csv = **23700** mg/L

Once the SO4 Csv is established, the next step is to compare the effluent sulfate concentration, SO4 CE, to the screening value. Control measures, which may include effluent limitations, are considered for sulfate if the effluent sulfate is greater than the screening value.

Values needed for Screening			Data Source
SO4 CE - average effluent sulfate concentration	302.75	mg/L	Permit application
SO4 Csv - sulfate screening value	23700	mg/L	Determined above

No control measures needed if:	302.75	≤	23700
Consider control measures if:	302.75	>	23700

No control measures needed for sulfate

TPDES PERMIT NO.
WQ0010223001
[For TCEQ office use only - EPA I.D. No. TX0138517]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This amendment supersedes and replaces TPDES Permit No. WQ0010223001 issued on February 17, 2015.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

City of Midland

whose mailing address is

P.O. Box 1152
Midland, Texas 79702

is authorized to treat and discharge wastes from the Midland Water Pollution Control 1 Wastewater Treatment Facility, SIC Code 4952

located at 3600 Farm-to-Market Road 307, in the City of Midland, Midland County, Texas 79706

Outfall 001: to existing Texas Land Application outfall (See Attachment A)

Outfall 002: to Midland Draw, thence to Johnson Draw, thence to Mustang Draw, thence to Beals Creek, thence to Colorado River Below Lake J. B. Thomas in Segment No. 1412 of the Colorado River Basin

only according to effluent limitations, monitoring requirements, and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does not grant to the permittee the right to use private or public property for conveyance of wastewater along the discharge route described in this permit. This includes, but is not limited to, property belonging to any individual, partnership, corporation, or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit shall expire at midnight, **five years from the date of issuance**.

ISSUED DATE:

For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Outfall 001)

Conditions of the Permit: No discharge of pollutants into water in the state is authorized.

A. Effluent Limitations

Character: Treated Domestic Sewage Effluent

Volume: **Interim I phase** (surface irrigation) Daily Average Flow – 21.0 MGD from the treatment system

Interim II phase (surface irrigation) Daily Average Flow – 6.0 MGD from the treatment system

Quality: The following effluent limitations are required:

	Effluent Concentrations (Not to Exceed)	
Parameter	Daily Average mg/l	Single Grab mg/l
Five-day Biochemical Oxygen Demand (BOD_5)	N/A	100

The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units.

B. Monitoring Requirements:

Parameter	Monitoring Frequency	Sample Type
Flow	Continuous	Totalizing Meter
BOD_5	One/day	Grab
pH	One/month	Grab

The monitoring shall be done after the final treatment unit and prior to storage of the treated effluent. If the effluent is land applied directly from the treatment system, monitoring shall be done after the final treatment unit and prior to land application. These records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least three years.

Overall application rates to the irrigated land shall not exceed 4.0 acre-feet per year per acre irrigated for Site #1 (Plant Farm) and shall not exceed 5.2 acre-feet per year per acre irrigated for Site #2 (Spraberry Farm).

INTERIM II PHASE EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS **Outfall Number 002**

1. During the period beginning upon the completion the construction of the new 15.0 million gallons per day (MGD) facility and lasting through the completion of expansion to the 21.0 MGD facility, the permittee is authorized to discharge subject to the following effluent limitations:

   The annual average flow of effluent shall not exceed 15.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 30,556 gallons per minute (gpm).

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg	7-day Avg	Daily Max	Single Grab	Report Daily Avg. & Daily Max.	
	mg/l (lbs/day)	mg/l	mg/l	mg/l	Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (1,251)	15	25	35	One/day	Composite
Total Suspended Solids	15 (1,877)	25	40	60	One/day	Composite
Ammonia Nitrogen	3 (375)	6	10	15	One/day	Composite
E. coli, colony-forming units or most probable number per 100 ml	126	N/A	399	N/A	Daily	Grab

2. The permittee shall utilize an Ultraviolet Light (UV) system for disinfection purposes. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample.

4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.

6. The effluent shall contain a minimum dissolved oxygen of 4.0 mg/l and shall be monitored once per day by grab sample.

7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS **Outfall Number 002**

1. During the period beginning upon the completion of expansion to the 21.0 million gallons per day (MGD) facility and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

   The annual average flow of effluent shall not exceed 21.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 30,556 gpm.

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (1,751)	15	25	35	One/day	Composite
Total Suspended Solids	15 (2,627)	25	40	60	One/day	Composite
Ammonia Nitrogen	3 (525)	6	10	15	One/day	Composite
E. coli, colony-forming units or most probable number per 100 ml	126	N/A	399	N/A	Daily	Grab

2. The permittee shall utilize an Ultraviolet Light (UV) system for disinfection purposes. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.

3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per day by grab sample.

4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.

5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.

6. The effluent shall contain a minimum dissolved oxygen of 4.0 mg/l and shall be monitored once per day by grab sample.

7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

1. Flow Measurements

    a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.

    b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.

    c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.

    d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.

    e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.

    f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

2. Concentration Measurements

    a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.

        i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.

b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.

c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.

d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the nth root of the product of all measurements made in a calendar month, where n equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.

f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).

g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.

3. Sample Type

a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

b. Grab sample - an individual sample collected in less than 15 minutes.

4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.

5. The term “sewage sludge” is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.

6. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

MONITORING AND REPORTING REQUIREMENTS

1. Self-Reporting

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, effluent monitoring data shall be submitted each month, to the Compliance Monitoring Team of the Enforcement Division (MC 224), by the 20th day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be submitted online using the NetDMR reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. Monitoring results must be signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

2. Test Procedures

a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.

b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

3. Records of Results

a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.

b. Except for records of monitoring information required by this permit related to the permittee’s sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

c. Records of monitoring activities shall include the following:

i. date, time and place of sample or measurement;

ii. identity of individual who collected the sample or made the measurement.

iii. date and time of analysis;

iv. identity of the individual and laboratory who performed the analysis;

v. the technique or method of analysis; and

vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

7. Noncompliance Notification

a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. For Publicly Owned Treatment Works (POTWs), effective September 1, 2020, the permittee must submit the written report for unauthorized discharges and unanticipated bypasses that exceed any effluent limit in the permit using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.

b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:

   i. Unauthorized discharges as defined in Permit Condition 2(g).

   ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.

   iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.

c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.

d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.

8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.

9. Changes in Discharges of Toxic Substances

   All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

   a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D,

Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

i. One hundred micrograms per liter (100 µg/L);

ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;

iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or

iv. The level established by the TCEQ.

b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

i. Five hundred micrograms per liter (500 µg/L);

ii. One milligram per liter (1 mg/L) for antimony;

iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or

iv. The level established by the TCEQ.

10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

11. All POTWs must provide adequate notice to the Executive Director of the following:

a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;

b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and

c. For the purpose of this paragraph, adequate notice shall include information on:

i. The quality and quantity of effluent introduced into the POTW; and

ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

PERMIT CONDITIONS

1. General

a. When the permittee becomes aware that it failed to submit any relevant facts in a permit

application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.

b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:

   i. Violation of any terms or conditions of this permit;

   ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or

   iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

2. Compliance

a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.

b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.

c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.

e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.

f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

g. There shall be no unauthorized discharge of wastewater or any other waste. For the

purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.

h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.

i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).

3. Inspections and Entry

a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.

b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

4. Permit Amendment and/or Renewal

a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:

i. The alteration or addition to a permitted facility may meet one of the criteria for

determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or

ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9; or

iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.

c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.

d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.

e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.

f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Permit Transfer

a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of

facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.

b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:

i. the permittee;

ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or

iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.

b. This notification must indicate:

i. the name of the permittee and the permit number(s);

ii. the bankruptcy court in which the petition for bankruptcy was filed; and

iii. the date of filing of the petition.

OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.

2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.

3. Domestic wastewater treatment facilities shall comply with the following provisions:

   a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.

   b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.

4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.

5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.

6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).

7. Documentation

   For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for

information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.

   a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

      If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

   b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.

   c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be

made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.

10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.

11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:

    a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.

    b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.

    c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.

    d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.

    e. The term “industrial solid waste management unit” means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.

    f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:

i. Volume of waste and date(s) generated from treatment process;
ii. Volume of waste disposed of on-site or shipped off-site;
iii. Date(s) of disposal;
iv. Identity of hauler or transporter;
v. Location of disposal site; and
vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

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SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge. **The disposal of sludge by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of Class A or Class AB Sewage Sludge.**

This provision does authorize the permittee to land apply Class B sludge on property owned, leased or under the direct control of the permittee in the Interim I and Interim II phases. The application site consists of farm land totaling approximately 725 acres, designated as Areas F, G, I, J, K, L, M, N, O, and P, adjacent to the plant site, approximately at the central part of Site #1-Plant Farm (Attachment B).

SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.

2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.

3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

B. Testing Requirements

1. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 7) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 7) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

2. Sewage sludge shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

Pollutant	Ceiling Concentration (Milligrams per kilogram)*
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B pathogen requirements.

a. For sewage sludge to be classified as Class A with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of Salmonella sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

b. For sewage sludge to be classified as Class AB with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

   Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

   The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

   At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

   Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

   Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

c. Sewage sludge that meets the requirements of Class AB sewage sludge may be classified a Class A sewage sludge if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.

d. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.

ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;

iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;

iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and

v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;

iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;

iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and

v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B sludge is land applied:

i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.

ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.

iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.

iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.

v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.

vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.

vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.

viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.

ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.

Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.

Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.

Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.

Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.

Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.

Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 9 -

i. Sewage sludge shall be injected below the surface of the land.

ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.

iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

Alternative 10-

i. Sewage sludge applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.

ii. When sewage sludge that is incorporated into the soil is Class A or Class AB with respect to pathogens, the sewage sludge shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

C. Monitoring Requirements

Toxicity Characteristic Leaching Procedure (TCLP) Test	- annually
PCBs	- annually

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

Amount of sewage sludge (*) metric tons per 365-day period	Monitoring Frequency
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

(*) *The amount of bulk sewage sludge applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

A. Pollutant Limits

Table 2

Pollutant	Cumulative Pollutant Loading Rate (pounds per acre)*
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

Pollutant	Monthly Average Concentration (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

*Dry weight basis

B. Pathogen Control

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B pathogen reduction requirements as defined above in Section I.B.3.

C. Management Practices

1. Bulk sewage sludge shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.

2. Bulk sewage sludge not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.

3. Bulk sewage sludge shall be applied at or below the agronomic rate of the cover crop.

4. An information sheet shall be provided to the person who receives bulk sewage sludge sold or given away. The information sheet shall contain the following information:

   a. The name and address of the person who prepared the sewage sludge that is sold or given away in a bag or other container for application to the land.

   b. A statement that application of the sewage sludge to the land is prohibited except in accordance with the instruction on the label or information sheet.

   c. The annual whole sludge application rate for the sewage sludge application rate for the sewage sludge that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

D. Notification Requirements

1. If bulk sewage sludge is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk sewage sludge is proposed to be applied. The notice shall include:

   a. The location, by street address, and specific latitude and longitude, of each land application site.

   b. The approximate time period bulk sewage sludge will be applied to the site.

   c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk sewage sludge.

2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

E. Record keeping Requirements

The sludge documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at

the facility site and/or shall be readily available for review by a TCEQ representative for a period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.

2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B sludge, if applicable).

3. A description of how the vector attraction reduction requirements are met.

4. A description of how the management practices listed above in Section II.C are being met.

5. The following certification statement:

   "I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk sewage sludge is applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment."

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk sewage sludge or a sewage sludge material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:

   a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee's specific sludge treatment activities.

   b. The location, by street address, and specific latitude and longitude, of each site on which sludge is applied.

   c. The number of acres in each site on which bulk sludge is applied.

   d. The date and time sludge is applied to each site.

e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.

f. The total amount of sludge applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 7) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.

4. The frequency of monitoring listed in Section I.C. that applies to the permittee.

5. Toxicity Characteristic Leaching Procedure (TCLP) results.

6. PCB concentration in sludge in mg/kg.

7. Identity of hauler(s) and TCEQ transporter number.

8. Date(s) of transport.

9. Texas Commission on Environmental Quality registration number, if applicable.

10. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.

11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.

12. Level of pathogen reduction achieved (Class A, Class AB or Class B).

13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.

14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

15. Vector attraction reduction alternative used as listed in Section I.B.4.

16. Amount of sludge transported in dry tons/year.

17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.

18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.

    a. The location, by street address, and specific latitude and longitude.

    b. The number of acres in each site on which bulk sewage sludge is applied.

    c. The date and time bulk sewage sludge is applied to each site.

    d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.

    e. The amount of sewage sludge (i.e., dry tons) applied to each site.

    The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL

A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.

B. If the permittee generates sewage sludge and supplies that sewage sludge to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.

C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

   Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 7) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

   The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 7) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.

F. Record keeping Requirements

   The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.

2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 7) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30th of each year the following information. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

2. Toxicity Characteristic Leaching Procedure (TCLP) results.

3. Annual sludge production in dry tons/year.

4. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.

5. Amount of sludge transported interstate in dry tons/year.

6. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.

7. Identity of hauler(s) and transporter registration number.

8. Owner of disposal site(s).

9. Location of disposal site(s).

10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

SECTION IV. REQUIREMENTS APPLYING TO SLUDGE TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING

These provisions apply to sludge that is transported to another wastewater treatment facility or facility that further processes sludge. These provisions are intended to allow transport of sludge to facilities that have been authorized to accept sludge. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge, nor do they limit the ability of the receiving facility to request additional testing or documentation.

A. General Requirements

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.

2. Sludge may only be transported using a registered transporter or using an approved pipeline.

B. Record Keeping Requirements

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:

   a. the amount of sludge transported;

   b. the date of transport;

   c. the name and TCEQ permit number of the receiving facility or facilities;

   d. the location of the receiving facility or facilities;

   e. the name and TCEQ permit number of the facility that generated the waste; and

   f. copy of the written agreement between the permittee and the receiving facility to accept sludge.

2. For sludge transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge transported.

3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

C. Reporting Requirements

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 7) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30th of each year. Effective September 1, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge treatment process or processes at the facility: preliminary operations (e.g., sludge grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

2. the annual sludge production;

3. the amount of sludge transported;

4. the owner of each receiving facility;

5. the location of each receiving facility; and

6. the date(s) of disposal at each receiving facility.

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OTHER REQUIREMENTS

ALL PHASES:

1. This permit is granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend this permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, if an area-wide system is developed; to require the delivery of the wastes authorized to be collected in, treated by, or discharged from the system, to an area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment, or disposal system.

2. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and in particular 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

   This Category A facility must be operated by a chief operator or an operator holding a Category A license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

3. The permittee shall maintain and operate the treatment facility in order to achieve optimum efficiency of treatment capability. This shall include required monitoring of effluent flow and quality as well as appropriate grounds and building maintenance.

4. The permittee shall comply with the requirements of 30 TAC § 309.13(a) through (d). In addition, by ownership of the required buffer zone area, the permittee shall comply with the requirements of 30 TAC § 309.13(e). The permittee has submitted a consent letter from the Texas Department of Transportation to comply with the 30 TAC Section 309.13(e)(3) (Attachment E).

5. The permittee shall comply with the latest TCEQ test procedures for the analysis of pollutants specified in 30 TAC §§319.10 - 319.11. Measurements, tests and calculations shall be accurately accomplished in a representative manner.

INTERIM I PHASE (DISPOSAL VIA SURFACE IRRIGATION)

6. The irrigated crops include a variety of agricultural crops and native grasses listed in Other Requirement No. 10. Overall application rates to the irrigated land shall not exceed 4.0 acre-feet per year per acre irrigated for Site #1 (Plant Farm) and shall not exceed 5.2 acre-feet per year per acre irrigated for Site #2 (Spraberry Farm). The permittee is responsible for

providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied. These records shall be made available for review by the Texas Commission on Environmental Quality and shall be maintained for at least three years.

7. The permittee shall maintain a year-round crop or a warm and cool season crop in each field used for wastewater effluent and sludge application.

8. The permittee shall implement the Crop Management Plan dated January 24, 2014 and any subsequent revisions either required by or approved by the TCEQ Water Quality Assessment Team (MC 150).

9. The permittee shall maintain a soil moisture monitoring system that conforms to acceptable agronomic technique such as tensiometers, piezometers or gypsum blocks. Any changes to the soil moisture monitoring system shall be reported to the TCEQ by submitting an updated Soil Moisture Monitoring Plan to the Water Quality Assessment Team (MC 150). The data collected by the soil moisture monitoring system shall be used in conjunction with the Crop Management Plan to determine the proper time and amount of wastewater to be applied.

   The permittee shall summarize the soil moisture monitoring data by month and submit them to the TCEQ Regional Office (MC Region 7), the TCEQ Water Quality Compliance Team (MC 224) of the Enforcement Division, and the Water Quality Assessment Team (MC 150) as a part of the Annual Irrigation Report, along with irrigation data as noted below, in November of each year.

10. Maximum Hydraulic Application Rate
    The maximum effluent application rates shall be as follows. Should this rate result in nitrogen applications exceeding the maximum nitrogen application rate, the maximum effluent application rate is limited by the maximum nitrogen application rate. The total effluent applied shall be tabulated using Attachment F.

Crop	**Max Effluent Application**	
	Ac-ft/ac/yr	**Gal/ac/yr**
Cotton	3.89	1,267,562
Wheat or Triticale	4.24	1,381,610
Alfalfa	7.00	2,280,960
Wheatgrass	4.36	1,420,712
Annual Ryegrass	4.21	1,371,834
Haygrazer (Sorghum-Sudan Hay)	3.05	993,847
Bermudagrass	4.14	1,349,025
Oats	3.89	1,267,562
Millet	3.05	993,847
Wheat or Triticale/Haygrazer	6.00	1,955,108
Oats/Millet Hay	6.00	1,955,108
Warm/Cool Season Grass	4.98	1,622,740

11. Cumulative effluent (including sludge water) and nitrogen additions shall not exceed the crop-specific hydraulic limits or crop nitrogen limits given in Other Requirement Nos. 10 and 13 of this permit. Land application of effluent and sludge must cease for the remainder of the reporting year (September 1 – August 31) when either the hydraulic limit or the nitrogen limit is exceeded.

Irrigation data recorded in Attachment F shall be summarized in Attachment G. This table shall be submitted annually with the Annual Irrigation Report. A copy must also be kept onsite and made available to TCEQ personnel upon request.

The permittee is responsible for ensuring adequate crop coverage and sufficient acreage to utilize effluent and nitrogen at rates not to exceed those allowed by this permit.

12. Application of effluent shall occur only during months with active crop growth as defined in the table below with the one exception that an application of 1 (one) inch/acre/year shall be allowed no more than 2 weeks before crop planting for single-season row-crop application areas. No effluent application shall be allowed after the last crop harvest.

Crop	**Effluent Application Period**
Cotton	May – October
Wheat or Triticale	September – June
Alfalfa	Year Round
Wheatgrass	Year Round
Annual Ryegrass	November – April
Haygrazer (Sorghum-Sudan Hay)	June – October
Bermudagrass	March-October
Oats	November-July
Millet	June – October
Wheat or Triticale/Haygrazer	Year Round
Oats/Millet Hay	Year Round
Warm/Cool Season Grass	Year Round

13. Nitrogen Limit

Hydraulic application rates for Irrigation Site #1 (Plant Farm) and Site #2 (Spraberry Farm) shall be limited by the permittee so that the total nitrogen applied is no more than the following. The amount applied shall be tabulated using Attachment F.

Crop	Crop Yield Goal	Max. Nitrogen Application Rate w/o grazing, lbs N/ac	Max. Nitrogen Application Rate w/ Grazing, lbs N/ac
Alfalfa	8 tons/ac	420	N/A
Cotton	2 bales/ac	100	N/A
Wheat Grain	41-50 bu/ac	75	60
Wheatgrass	3 tons/ac	150	150
Annual Ryegrass	3 tons/ac	140	140
Coastal Bermudagrass	3 cuttings/yr	300	160
Common Bermudagrass	3 cuttings/yr	210	100
Midland Bermudagrass	4 tons/ac	200	N/A
Haygrazer (Sorghum-Sudan Hay)	3.75 tons/ac	160	160
Oats	2-3 tons/ac	120	120
Wheat Forage	2 tons/ac	160	160
Triticale	3.5 tons/ac	160	160
Millet Hay	5.5 tons/ac	150	150

Source: Texas A&M University's crops spreadsheet

14. The permittee shall use cultural practices to promote and maintain the health and propagation of the crops and avoid plant lodging. The permittee shall harvest the crops (cut and remove it from the field) at least one time during the year, unless crop failure occurs. Harvesting and mowing dates shall be recorded and kept on site to be made available to TCEQ personnel upon request.

15. Irrigation practices shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Crops, turf grass, native grasses, cover crops, or other ground cover that is established shall be well maintained to provide for nutrient uptake by the crop and to prevent pathways for effluent surfacing. Tailwater control facilities shall be provided as necessary to prevent the discharge of any effluent from the irrigated land.

16. Effluent shall not be applied for irrigation during rainfall events, when the ground is frozen or saturated, or on land with no actively growing crop.

17. The permittee shall maintain monthly records of wastewater application of each irrigation site. These records shall contain the following information:

    a. Month
    b. Number of acres of each crop in each unit under cultivation
    c. Total monthly irrigation flow to each unit (gallons/month)
    d. Irrigation application rate in each unit (acre-feet/acre/year)

    The permittee shall summarize the records by month and submit them as part of the Annual Irrigation Report to the TCEQ Regional Office (MC Region 7) and the TCEQ Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division, and the Water Quality Assessment Team (MC 150) by November 30th of each year.

18. For each application area utilized, except those planted to wheatgrass, a minimum of 1 acre-foot of irrigation per acre (325,828 gallons/acre) during the growing season of that crop as defined in Other Requirement No. 12. In cases where this rate would exceed the nitrogen limit of the crop, effluent applications shall be capped at the nitrogen limit as defined in Other Requirement No. 13.

19. Irrigation data for each field shall be recorded as shown in Attachment F. Irrigation and sludge application data (should either be applied to an application area) shall be recorded and kept at the plant site to be made available to TCEQ personnel upon request and included in the Annual Irrigation Report.

20. The permittee shall erect adequate signs stating that the irrigation water is from a non-potable water supply for any area where treated effluent is stored or where there exist hose bibs or faucets. Signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message “DO NOT DRINK THE WATER” in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.

21. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.

22. The permittee shall maintain a long-term contract with the owner(s) of the land application site which is authorized for use in this permit, or own the land authorized for land application of treated effluent.

23. A wastewater treatment plant unit and land where surface irrigation using wastewater effluent occurs must be located a minimum horizontal distance of 150 feet from a private well and a minimum horizontal distance of 500 feet from a public water well site as provided by 30 TAC §290.41(c)(1)(C), spring, or other similar sources of public drinking water per 30 TAC §309.13(c).

    A wastewater treatment plant unit and land where sludge application occurs must be located a minimum of 150 feet from a private water supply well and 500 feet from a public water supply well, intake, spring or similar source, public water supply treatment plant, or public water supply elevated or ground storage tank per 30 TAC §312.44(c)(2).

24. For a newly-constructed or modified wastewater pond, the permittee shall comply with liner requirements in 30 TAC §217.203 and 30 TAC §309.13(d) since the facility overlies the recharge zone of an aquifer, the Ogallala Aquifer, as designated by the Texas Water Development Board.

    The permittee shall submit the liner certification for a newly-constructed or modified wastewater pond to the Water Quality Assessment Team (MC-150), the TCEQ Midland Regional Office (MC-Region 7), and the TCEQ Compliance Monitoring Section (MC-224) within 30 days of completion and prior to use. The certification shall be signed and sealed by a Texas-licensed professional engineer and include a description of how the liner meets the requirements of 30 TAC §217.203 and 30 TAC §309.13(d).

    Existing effluent storage and holding ponds must meet liner requirements in place at the time of construction. However, if the Executive Director suspects a pond is leaking, the City may be required to perform corrective action to protect groundwater and surface water, including but not limited to reconstruction of the pond liner to meet the requirements of 30 TAC Chapter 217 and 30 TAC §309.13.

25. Facilities for the retention of treated or untreated wastewater shall be adequately managed and lined to control seepage. At least once per month, the permittee shall inspect the pond sides and bottom (if visible) for signs of damage and leakage, and any pond leak detection systems that are in service. Leaking ponds shall be removed from service, or operated in a manner to prevent discharge, until repairs are made or replacement ponds are constructed.

26. The permittee shall implement the Groundwater Monitoring Plans ("Plans") for Irrigation Site #1 (Plant Farm) and Irrigation Site #2 (Spraberry Farm) dated April 2015, and all subsequent modifications that are approved by the TCEQ.

    The permittee shall submit, in writing, any request to modify the Plans to the Water Quality Assessment Team (MC-150) for review and approval. The request must include appropriate data and justification supporting the modification, as appropriate. The Executive Director may initiate and require plan modifications to ensure protection of groundwater quality.

    The permittee shall compile the results of the previous year's groundwater monitoring events in a report to be submitted to the Water Quality Assessment Team (MC-150), TCEQ Region 7 – Midland, and the Glasscock County Groundwater Conservation District by February 1st of each year. The annual report must include copies of laboratory reports, field

parameter data, purging data, a summary of the groundwater data with trend analysis using all available historical data, annual potentiometric surface map, and a discussion of the results compared to all available historical data.

Groundwater monitoring at Irrigation Site #1 (Plant Farm) and Irrigation Site #2 (Spraberry Farm) shall continue until the permittee receives written authorization from the Executive Director to discontinue monitoring activities.

27. Within 90 days of permit issuance, the permittee shall submit a revised Groundwater Monitoring Plan ("Plan") for Irrigation Site #1 (Plant Farm) to the Water Quality Assessment Team (MC-150) for review, possible modification, and approval. The Plan must be prepared by a Texas-licensed professional engineer or professional geoscientist, and include components of the currently approved Plan, plus groundwater monitoring along the northeast boundaries of the site. Until the revised Plan is approved by the Water Quality Assessment Team, the permittee shall comply with approved Plan for Irrigation Site #1 (Plant Farm), dated April 2015.

28. Within 90 days of permit issuance, the permittee shall submit a Nitrate Study Plan, that has been certified by a Texas-licensed professional engineer or professional geoscientist, for Irrigation Site #1 ("Plan") to address possible impacts of nitrate contamination in soil and groundwater at Irrigation Site #1 (Plant Farm) for review/revision and approval to the Water Quality Assessment Team (MC-150). The Plan shall include at a minimum the following: an evaluation of current crop management practices; an evaluation of current effluent and sludge application rates and practices; a proposal to determine and reduce the potential for offsite migration of nitrate-impacted groundwater; a proposal for re-lining Pond A and Pond B or constructing replacement ponds; an evaluation of the system monitoring wells at the site; and a timeline to achieve each task of the plan.

    The permittee shall submit quarterly reports to track the progress of the Plan submittal, approval, and implementation. The reports must be submitted to the Water Quality Assessment Team (MC-150) and the TCEQ Region 7 Office – Midland in accordance with the following schedule:

    PROGRESS REPORT DATES
    January 1
    April 1
    July 1
    October 1

    The quarterly progress reports shall include a discussion of the interim requirements that have been completed at the time of the report and shall address the progress towards attaining the approved Plan measures.

    Progress reports shall be submitted no later than 14 days following each scheduled date. Any reports of noncompliance shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

    The permittee shall submit, in writing, any request to modify the plan to the Water Quality Assessment Team (MC-150) for review and approval. The request must include appropriate data and justification supporting the modification as appropriate. The Executive Director may require additional plans and monitoring depending on the outcome of this assessment

and collection of data to assess and reduce nitrate contamination in groundwater found at the permitted site.

29. The permittee shall determine the extent of potential offsite migration of nitrate-contaminated groundwater from Irrigation Site #1 (Plant Farm) and mitigate the effects of nitrate contamination on potential drinking water resources by providing an alternate or treated drinking water source to any property with a private water well used for drinking water consumption that has been affected by nitrate-contaminated groundwater. Determination of the extent of offsite migration of nitrate contaminated groundwater (nitrate-N concentration exceeds 10 mg/L) shall be conducted in accordance with the following:

    a. The permittee shall complete nitrate (measured as nitrogen) analyses of groundwater samples collected at offsite water wells to ensure the nitrate plume is delineated to 10 mg/L nitrate-N or less. The permittee shall expand the sampling program if the Executive Director determines that additional wells are necessary to protect human health.

    b. The permittee shall sample offsite water wells until the permittee demonstrates that nitrate-impacted groundwater is confined onsite, and the permittee receives written approval from the executive director to discontinue sampling offsite wells.

    c. Bi-annual sampling of offsite private water wells shall commence for Irrigation Site #1 (Plant Farm) upon permit issuance and shall be contingent upon the property owner and/or resident granting permission the City to sample the well.

    The permittee shall submit a map of sampling locations, correlating nitrate-N data, and laboratory reports to the Water Quality Assessment Team (MC-150) and the TCEQ Midland Region Office (MC-Region 7) as part of the groundwater monitoring report each year.

30. The permittee shall implement at Site #2 (Spraberry Farm) the Nitrate Study Plan dated September 2015 which was approved by the TCEQ. The permittee shall submit, in writing, any request to modify the Plan to the Water Quality Assessment Team (MC 150) for review and approval. The request must include appropriate data and justification supporting the modification, as appropriate. The Executive Director may require additional plans and monitoring depending on the outcome of this assessment and collection of data in order assess and reduce nitrate contamination in groundwater found at the permitted site. The requirement to submit quarterly progress reports shall expire upon written approval from the Executive Director.

    The permittee shall compile progress reports of the Nitrate Study Plan in a report to be submitted to the Water Quality Assessment Team (MC-150) and TCEQ Midland Region (MC Region 7) on a quarterly basis in accordance with the following schedule: January 1st, April 1st, July 1st, and October 1st of each year. The quarterly progress reports shall include a discussion of the interim requirements that have been completed at the time of the report and shall address the progress towards attaining the approved Plan measures. Reports shall be submitted no later than 14 days following each schedule date. Any reports of noncompliance shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

31. The permittee shall maintain a 200-foot buffer from all surface water features to effluent land application. Sludge shall not be applied within 200 feet of any surface water feature if

not incorporated, and 33 feet of any surface water if incorporated into the soil per 30 TAC §312.44(c)(1). Additional required buffers from sludge application in accordance with 30 TAC §312.44(c)(2) 200 feet from a solution channel, sinkhole, or other conduit to groundwater; 750 feet from an established school, institution, business, or occupied residential structure; 50 feet from the public right-of-way and property boundaries; and 10 feet from an irrigation conveyance canal.

32. The permittee may continue the use of Pond A and Pond B at the Irrigation Site #1 (Plant Farm) until the ponds are relined or new ponds are constructed in accordance with Other Requirement No. 33 of this permit. The permittee shall measure and record the amount of wastewater diverted to both ponds on a frequency no less than once a month. The permittee shall inspect the ponds' leak detection/leachate collection system and record details and observations from the inspection on a frequency no less than once per month. The records must be maintained on site for at least five years and reported annually to the Water Quality Assessment Team (MC-150) and Region 7 Midland office.

33. Within three years of permit issuance, the permittee shall either complete installation of new liners for existing Pond A and Pond B at Irrigation Site #1 (Plant Farm) or construct replacement ponds. The liner installation process must use industry-standard quality assurance and quality control methods. All existing and new wastewater ponds shall be lined in accordance with 30 TAC §217.203 and 30 TAC §309.13(d), since the facility overlies the recharge zone of an aquifer as designated by the Texas Water Development Board.

    The permittee shall submit the liner certifications for the newly-constructed or modified ponds to the Water Quality Assessment Team (MC-150), the TCEQ Midland Regional Office (MC-Region 7), and the TCEQ Compliance Monitoring Section (MC-224) within 30 days of completion and prior to use. The certification shall be signed and sealed by a Texas-licensed professional engineer and include a description of how the liner meets the requirements of 30 TAC §217.203 and 30 TAC §309.13(d).

34. The permittee shall obtain representative soil samples from the root zones of the land application area receiving wastewater. Composite sampling techniques shall be used. Each composite sample shall represent no more than 80 acres, with no less than 10 to 15 subsamples representing each composite sample. Subsamples shall be composited by like sampling depth and soil type for analysis and reporting. Soil types are soils that have like topsoil or plow layer textures. These soils shall be sampled individually from 0 to 6 inches, 6 inches to 18 inches, and 18 inches to 30 inches below ground level. The permittee shall sample soils in December to February of each year, except for row crops which may be sampled between crop growing seasons. Soil samples shall be analyzed within 30 days of sample collection.

    The permittee shall provide annual soil analyses of the land application area according to the following table:

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
pH	2:1 (v/v) water to soil mixture		Reported to 0.1 pH units after calibration of pH meter

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
Electrical Conductivity	Obtained from the SAR water saturated paste extract	0.01	dS/m (same as mmho/cm)
Nitrate-nitrogen Ammonium-nitrogen	From a 1 N KCl soil extract	1	mg/kg (dry weight basis)
Total Kjeldahl Nitrogen (TKN)	For determination of Organic plus Ammonium Nitrogen. Procedures that use Mercury (Hg) are not acceptable.	20	mg/kg (dry weight basis)
Total Nitrogen	= TKN + nitrate-nitrogen (same as, organic-nitrogen + ammonium-nitrogen + nitrate-nitrogen)		mg/kg (dry weight basis)
Plant-available: Phosphorus (P)	Mehlich III with inductively coupled plasma	1 (P)	mg/kg (dry weight basis)
Plant-available: Potassium (K) Calcium (Ca) Magnesium (Mg) Sodium (Na) Sulfur (S)	May be determined in the same Mehlich III extract with inductively coupled plasma	5 (K) 10 (Ca) 5 (Mg) 10 (Na) 1 (S)	mg/kg (dry weight basis)
Plant-available: Copper (Cu) Iron (Fe) Manganese (Mn) Zinc (ZN)	Diethylene triamine pentaacetic acid (DTPA) extract (Lindsay, W.L. and W.A. Norvell. 1978. Development of DTPA soil test for zinc, iron, manganese, and copper. Soil Sci. Soc. Amer. J. 42:421-428)	0.1 (Cu) 1.0 (Fe) 0.1 (Mn) 0.1 (Zn)	mg/kg (dry weight basis)
Water-soluble: Sodium (Na) Calcium (Ca) Magnesium (Mg)	Obtained from the SAR water saturated paste extract	1 (Na) 1 (Ca) 1 (Mg)	Water soluble constituents are *reported* in mg/L
Sodium Adsorption Ratio (SAR)	$SAR = \frac{Na}{\sqrt{\frac{(Ca+Mg)}{2}}}$		*Express concentrations* of Na, Ca and Mg in the water saturated paste extract in milliequivalents/liter (meq/L) to calculate the SAR. The SAR value is unit less. If the SAR is greater than 10, amendments (e.g., gypsum) shall be added to the soil to adjust the SAR to less than 10.

Parameter	Method	Minimum Analytical Level (MAL)	Reporting units
Amendment addition, e.g., gypsum			Report in *short tons/acre* in the year effected

The permittee shall provide a copy of this plan to the analytical laboratory prior to sample analysis. The permittee shall submit the results of the annual soil sample analyses with copies of the laboratory reports and a map depicting the areas that have received wastewater within the permanent land application fields to the Water Quality Assessment Team (MC 150), TCEQ Regional Office (MC Region 7) and the Enforcement Division (MC 224) no later than end of September following the sampling date of each year. If wastewater and/or sludge is not applied in a particular year, the permittee shall notify the same TCEQ offices and indicate that wastewater and/or sludge has not been applied on the approved land disposal sites during that year.

35. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.

36. Holding or storage ponds shall conform to the design criteria for stabilization ponds with regard to construction and levee design and shall maintain a minimum freeboard of two feet according to 30 TAC Chapter 217, Design Criteria for Wastewater Treatment Systems.

37. All sludge produced from primary and secondary units shall be stabilized in the anaerobic digesters at the facility site prior to final disposal.

38. The permittee is authorized to divert treated effluent to the stock tanks as shown on Attachment C3. The overflow of effluent from any of the stock tanks is a violation of this permit.

39. The physical condition of the land application fields will be monitored on a weekly basis. Any areas with problems such as surface runoff, surficial erosion, stressed or damaged vegetation, etc., will be recorded in the field log kept onsite and corrective measures will be initiated within 24 hours.

40. The permittee shall provide adequate maintenance of the irrigation facilities to ensure that the facilities are in working condition. Irrigation facilities shall be inspected biannually, and all recommended maintenance and repairs shall be made within 30 days of the inspection. Records of inspections and maintenance shall be maintained in a log book and kept onsite for at least 5 years.

41. The permittee shall dispose of the stabilized sludge from the digestion process by application on city-owned land area, designated as Areas F, G, I, J, K, L, M, N, O and P (Attachment B). No sludge may be applied in liquid form to public lands without specific approval from the Commission. Site access shall be restricted to authorized personnel on all sludge disposal sites. Distribution shall be in accordance with the following provisions:

    a. Application of liquid sludge may be made utilizing a soil injection method or utilizing surface spreading followed by discing as needed to prevent development of nuisance conditions or to prevent sludge material in surface runoff from the disposal site from entering the waters of the State.

b. Sludge disposal rates for the above-mentioned sites shall not exceed the nitrogen limits given in Other Requirement No. 13.

c. The permittee shall ensure that the disposal of sludge does not cause any contamination of the ground or surface waters in the State.

d. The permittee shall keep record of all sludge distributed for use as a soil conditioner. The records shall include the following information:

i) Volume of sludge distributed.
ii) Date distributed and date applied to site.
iii) Location and size (area) of disposal site.
iv) Method of disposal (i.e., spread on surface, disced in, etc.).

d. Refer to Sludge Provisions of the permit, Sections I and II.

f. The provisions of 30 TAC §312.44, Management Practices, shall be complied with.

42. Within 90 days from the issuance of this permit, the permittee shall submit an updated (dated at least as recent as 2019) nutrient management plan (NMP) that demonstrates the applicant has minimized the risk of water quality impairment caused by nitrogen applied to the land application unit through the application of Class B sewage sludge. The NMP shall be developed by a certified nutrient management specialist in accordance with the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Practice Standard Code 590. A certified nutrient management specialist is an organization in Texas or an individual who is currently certified as a nutrient management specialist through a USDA NRCS recognized certification program.

INTERIM II PHASE (SURFACE IRRIGATION AND DISCHARGE)

43. The permittee may land apply wastewater effluent contained in the holding ponds at Site #1 (Plant Farm) and Site #2 (Spraberry Farm) to allow emptying of the ponds.

44. Any wastewater generated in excess of 15 million gallons per day may be diverted to the wastewater ponds at Site #1 (Plant Farm) or Site #2 (Spraberry Farm) for land application. The permittee shall maintain daily records of the amount of wastewater routed to the wastewater ponds at each site. The records must be maintained onsite for at least 5 years and reported annually to the Water Quality Assessment Team (MC-150) and the Midland Region Office (MC – Region 7) by September 31 of each year.

45. The following provisions apply to any land application activities conducted in the Interim II phase: Other Requirement Nos. 6-42.

46. The following provisions apply to any discharge activities conducted in the Interim II phase: Other Requirement Nos. 50-56.

47. Wastewater discharged via Outfall 002 must be sampled and analyzed for those parameters listed in Attachment H of this permit. Analytical testing for Outfall 002 must be completed within 60 days of initial discharge. Results of the analytical testing must be submitted within 90 days of initial discharge to the TCEQ Compliance Monitoring Team (MC-224) and Municipal Wastewater Permits Team (MC-148). Based on a technical review of the submitted analytical results, an amendment may be initiated by TCEQ staff to include additional effluent limitations, monitoring requirements, or both.

FINAL PHASE (DISCHARGE ONLY)

48. The permittee may continue to use the two storage ponds at Site #1 (Plant Farm) as emergency holding ponds or equalization basins in the Final phase.

49. The permittee shall continue to comply with the following provisions during the Final Phase: Other Requirement Nos. 24-30, and 32-33.

50. A wastewater treatment plant unit must be located a minimum horizontal distance of 150 feet from a private well and a minimum horizontal distance of 500 feet from a public water well site as provided by §290.41(c)(1)(C) of this title, spring, or other similar sources of public drinking water per 30 TAC Section §309.13(c).

    A wastewater treatment plant unit must be located a minimum of 150 feet from a private water supply well and 500 feet from a public water supply well, intake, spring or similar source, public water supply treatment plant, or public water supply elevated or ground storage tank per 30 TAC Section §312.44(c)(2).

51. The facility is not located in the Coastal Management Program boundary.

52. There is no mixing zone established for this discharge to an intermittent stream. Acute toxic criteria apply at the point of discharge.

53. The permittee shall provide facilities for the protection of its wastewater treatment facility from a 100-year flood.

54. In accordance with 30 TAC § 319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, daily may be reduced to 5/week in the Interim II and Final phases. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.

55. Prior to construction of the new Interim II and Final-phase treatment facilities, the permittee shall submit to the TCEQ Wastewater Permitting Section (MC 148) a summary transmittal letter in accordance with the requirements in 30 TAC §217.6(d). If requested by the Wastewater Permitting Section, the permittee shall submit plans, specifications, and a final engineering design report which comply with 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems. The permittee shall clearly show how the treatment system will meet the effluent limitations required on Pages 2a and 2b of this permit. A copy of the

summary transmittal letter shall be available at the plant site for inspection by authorized representatives of the TCEQ.

56. Reporting requirements according to 30 TAC §§ 319.1-319.11 and any additional effluent reporting requirements contained in this permit for Outfall 002 are suspended from the effective date of the permit until plant startup or discharge from the facility described by this permit, whichever occurs first. The permittee shall notify the TCEQ Regional Office (MC Region 7) and the Applications Review and Processing Team (MC 148) of the Water Quality Division, in writing at least forty-five (45) days prior to beginning the Interim II and Final phases on Notification of Completion Form 20007.

CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS

1. The following pollutants may not be introduced into the treatment facility:

    a. Pollutants which create a fire or explosion hazard in the publicly owned treatment works (POTW), including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR §261.21;

    b. Pollutants which will cause corrosive structural damage to the POTW, but in no case shall there be discharges with pH lower than 5.0 standard units, unless the works are specifically designed to accommodate such discharges;

    c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW, resulting in interference;

    d. Any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW;

    e. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case shall there be heat in such quantities that the temperature at the POTW treatment plant exceeds 104 degrees Fahrenheit (40 degrees Celsius) unless the Executive Director, upon request of the POTW, approves the alternate temperature limit;

    f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

    g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems; and

    h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

2. The permittee shall comply with the pretreatment requirements in 40 CFR Part 403, as amended, and as specified in the following schedule of compliance. If the permittee is required to develop a pretreatment program, the final complete submission is due two (2) months from the date the permittee receives notification from the TCEQ Pretreatment Team (MC148) of the Water Quality Division indicating completion of the permittee's Activity Nos. 1- 6. (See Activity No. 7)

    a. If the permittee does not complete any of the activities according to the following schedule, the permittee shall submit a letter signed by the permittee [according to 40 CFR §122.41(k)] to the TCEQ Pretreatment Team (MC 148) of the Water Quality Division within 14 days of the activity due date, including, at a minimum, the date on which the required activity will be submitted, the reason for the delay, and the steps taken to return to the established schedule. The permittee may request one 60-day extension of the due date for Activity Nos. 1 and 7. These requests for extensions shall be made in writing to the Executive Director, care of the Stormwater & Pretreatment Team (MC 148), no later than 14 days prior to the due date. The Executive Director may grant an extension of the deadlines of

Activity Nos. 1 and 7 submitted pursuant to these permit requirements, upon a written and substantiated showing of good cause. The determination of what constitutes good cause rests solely with the Executive Director. Extensions are not effective until the permittee receives written approval from the Executive Director.

b. If after review of the submission, the Executive Director determines that the submission does not comply with the applicable requirements of 40 CFR §§403.8 and 403.9, the Executive Director will notify the permittee in writing. The notification will identify any defects in the submission and advise the permittee of the means by which the permittee can comply with the applicable requirements of 40 CFR §§403.8 and 403.9. In such a case, revised information will be necessary for the Executive Director to make a determination on whether to approve or deny the permittee's submission.

c. A new pretreatment program will proceed through the approval process in accordance with 40 CFR §§403.9 and 403.11 *[rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798].* The submission will become effective upon approval by the Executive Director in accordance with 40 CFR §403.11. Upon approval of a pretreatment program by the Executive Director, this permit will be modified or amended to incorporate that pretreatment program.

d. The permittee may develop and submit a complete pretreatment program at any time before the deadline established in Activity No. 7.

e. The permittee may apply for authority to revise categorical pretreatment standards to reflect POTW removal of pollutants in accordance with the requirements of 40 CFR §403.7 *[rev. 10/14/05]* at any time.

f. The permittee shall require any indirect discharger to the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act, including any requirements established under 40 CFR Part 403.

g. The permittee shall provide adequate written notification to the Executive Director, care of the Stormwater & Pretreatment Team (MC148) of the Water Quality Division, within 30 days subsequent to the permittee's knowledge of the following:

(1) Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging those pollutants; and

(2) Any substantial change in the volume or character of pollutants being introduced into the treatment works.

Adequate notice shall include information on the quality and quantity of effluent to be introduced into the treatment works, and any anticipated impact of such change in the quality or quantity of effluent to be discharged from the POTW.

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SCHEDULE OF COMPLIANCE FOR PRETREATMENT PROGRAM DEVELOPMENT

ACTIVITY NUMBER	ACTIVITY	DATE
	Submissions required by the Activity Nos. 2-6 listed below shall be made to the TCEQ Pretreatment Team (MC 148) of the Water Quality Division. Initially, Activity Nos. 3, 4, 5, and 6 should be submitted in draft form.	
1.	Submit an industrial user (IU) survey which consists of a qualitative analysis of pollutants being contributed by IUs in its entire municipal system (including all treatment plants). In accordance with 40 Code of Federal Regulations (CFR) §§403.8(f)(2)(i)-(ii) and 403.12(i)(1), the IUs should be asked to provide, the names, addresses, contact person, and information on the type and approximate quantity of pollutants discharged into the system. For guidance on the procedures see the U.S. Environmental Protection Agency's *Guidance Manual for POTW Pretreatment Program Development*, October 1983, Chapter 2 and Appendix H. This information may be derived from knowledge of the facility's process and should not require any sampling at the source. The IU survey must identify significant industrial users (SIUs), including those categorical industrial users (CIUs) subject to categorical pretreatment standards under 40 CFR Chapter I, Subchapter N, and specifying the citations, categories, and subcategories from the 40 CFR which are applicable to such CIUs. The permittee should submit the information in tabular form, using the example table format provided. The TCEQ Stormwater & Pretreatment Team will notify the permittee regarding the results of the IU survey, and whether the permittee will be required to continue the program development beyond Activity No. 1. If pretreatment program development is necessary, the permittee will be required to continue the program development upon receiving notification from the TCEQ. If notified that a TPDES pretreatment program is not necessary, the permittee will submit an update of its IU survey with Worksheet 6.0 of the Domestic Technical Report, as part of the TCEQ Domestic Wastewater Permit Application, when next reapplying for this TPDES permit. The IU survey must include documented changes in industrial flow and/or characteristics of existing industries	2 months from the issued date of the permit

	and any new contributing industries.	
2.	Submit a sampling plan describing the monitoring to take place at the influent and effluent (and other points, as applicable) of each wastewater treatment plant to be covered under the TPDES pretreatment program, domestic/commercial background, and sewage sludge for the technically based local limits (TBLLs) development. Submit the analytical results and related quality assurance/quality control (QA/QC) information of an influent pollutant scan of a 24-hour composite sample to determine all pollutants being contributed to the system. The type of scan to be performed is the initial priority pollutant scan of the 126 pollutants from 40 CFR Part 122, Appendix D, Tables II and III plus any other additional pollutants designated in the TCEQ Texas Surface Water Quality Standards, 30 TAC Chapter 307. Submit information derived from Items (a) and (b) in this section below. All sampling, analyses, and method detection limits must be performed in accordance with 40 CFR Part 136, as amended; as approved by the EPA through the application for alternate test procedures; or as suggested in Tables E-1 and E-2 of the *Procedures to Implement the Texas Surface Water Quality Standards* (June 2010), as amended and adopted by the TCEQ. This initial pollutant scan will be used by the permittee for developing the TBLLs as specified in Activity No. 5. (a) Using the qualitative information supplied by the IUs in Activity No. 1, and the quantitative information collected in the initial pollutant scan, the permittee shall determine which IUs may be discharging pollutants of concern which may affect the operation of the POTW(s) or pass through untreated. (b) Sampling and analyses shall be completed to quantify the pollutants of concern discharged by the IUs identified in the investigation of (a) above.	3 months from the effective date of notification to continue pretreatment program development
3.	Submit a design of a sampling, inspection, permitting, reporting, and data management program which will implement the requirements of 40 CFR §§403.8 and 403.12, including all proposed forms. The permittee is required to design the program in order to inspect and sample the effluent from each SIU at least once per year, except as specified in 40 CFR §403.8(f)(2)(v). The permittee shall design the program in order to control through permit, order, or similar means, the contribution to the POTW by each IU to ensure compliance with applicable	5 months from the effective date of notification to continue pretreatment program development

	pretreatment standards and requirements. In the case of SIUs (identified as significant under 40 CFR §403.3(v)), this control shall be achieved through individual or general control mechanisms, in accordance with 40 CFR §403.8(f)(1)(iii).	
4.	Submit a description of the financial programs, revenue sources, equipment, staffing, and organizational chart of those positions which will be employed to implement the pretreatment program (as required by 40 CFR §§403.8(f)(3) and 403.9(b)(3) and (b)(4)).	6 months from the effective date of notification to continue pretreatment program development
5.	Submit a complete TBLLs submission as required by 40 CFR §§403.5(c) and 403.8(f)(4). The technical development of the TBLLs should be developed in accordance with the EPA's *Local Limits Development Guidance*, July 2004, and EPA Region 6's Technically Based Local Limits Development Guidance, October 12, 1993. Include the results of a current Texas Toxicity Modeling Program (TexTox) report for each wastewater treatment plant. This report must be run subsequent to the effective date of the TCEQ notification to continue TPDES pretreatment program development. The technical development must demonstrate that the TBLLs attain the Texas Surface Water Quality Standards [30 TAC Chapter 307] in water in the state and are adequate to prevent pass through of pollutants, inhibition of or interference with the treatment facility, worker health and safety problems, and sludge contamination. This submission must include the TBLLs certification statement signed by the permittee [according to 40 CFR §122.41(k)].	6 months from the effective date of substantial completion of Interim Phase II improvements
6.	The POTW is required to apply and enforce the pretreatment standards and requirements established by §§307(b) and (c), and 402(b)(8) and (9) of the Clean Water Act and any regulations implementing those sections, including 40 CFR §403.9(b). Submit the following: (a) a statement from the City Solicitor, a city official acting in a comparable capacity, or the city's independent counsel, that the POTW has the adequate authority to carry out the program; (b) a copy of any statute, ordinance, regulation, contract, agreement, or other authority that will be relied on by the POTW to administer the program; (c) a statement reflecting the endorsement of or approval by	10 months from the effective date of notification to continue pretreatment program development

	the local boards or bodies responsible for supervising and/or funding the program; (d) additional documents and agreements required in multi-jurisdictional situations for administration of the program; and (e) an enforcement response plan (ERP) that shall contain detailed procedures indicating how the POTW will investigate and respond to instances of IU noncompliance. The ERP, enforcement response guide (ERG), and other documents and forms shall, at a minimum, contain the aspects defined in 40 CFR §403.8(f)(5).	
7.	Upon notification by the TCEQ Stormwater & Pretreatment Team of a completeness determination of the submitted program in accordance with 40 CFR §403.9, the permittee is required to submit an official request to the Executive Director care of the Pretreatment Team (MC148) of the Water Quality Division for program approval, including four (4) copies (three (3) bound and one (1) unbound) of the program deemed by the Executive Director to be complete. Submit a complete pretreatment program as required by 40 CFR §403.9. The complete pretreatment program shall include the final compilation of all previously submitted pretreatment program activities as amended and supplemented (*e.g.* Activity Nos. 1- 6).	The Executive Director will notify the permittee of the due date of Activity No. 7 with the notification of completion of the permittee's Activity Nos. 1 - 6.

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TABLE A: INDUSTRIAL USER SURVEY RESULTS SUMMARY TABLE

Company Name	SIC Code	Description of Business Activities/ Manufacturing Processes	Business Address	Water Usage/ Wastewater Flow (GPD)	Specify the type of wastewater discharged to the publicly owned treatment works (POTW) specify with a check mark			Response Received (Y or N)	Classification SIU / CIU
					Zero Discharge To POTW	Domestic Wastewater Only	Process Wastewater Discharge		
	(1)	(2)		(3)				(4)	(5)

(1) Provide the Standard Industrial Classification (SIC) Codes for the company. If the company has multiple SIC codes, please provide them all.
(2) Provide a brief description of the company's business and/or manufacturing process.
(3) Provide water usage data or process wastewater flow data in gallons per day (gpd). When measured data is not available, provide an estimate.
(4) Specify whether or not the company responded to the industrial user survey conducted by the POTW. If the company did not respond, please explain what follow-up action occurred.
(5) Specify whether the company is a significant industrial user (SIU – 40 CFR §403.3) or a categorical industrial user (CIU – 40 CFR Parts 405 to 471). If the company is a CIU, then include the exact categorical citation, for example 40 CFR §433.15 for Metal Finishing Point Source category pretreatment standards for existing sources.

BIOMONITORING REQUIREMENTS

48-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 002 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival of the test organisms.

b. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this part of this permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms," fifth edition (EPA-821-R-02-012) or its most recent update:

1) Acute static renewal 48-hour definitive toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia)*. A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

2) Acute static renewal 48-hour definitive toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and submit a valid test for each test species during the required reporting period for that species. A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution. A repeat test shall include the control and all effluent dilutions and use the appropriate number of organisms and replicates, as specified above. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These effluent dilution concentrations are 32%, 42%, 56%, 75%, and 100% effluent. The critical dilution, defined as 100% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.

d. This permit may be amended to require a WET limit, a chemical-specific limit, a best management practice, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.

e. Testing Frequency Reduction

1) If none of the first four consecutive quarterly tests demonstrates significant lethal effects, the permittee may submit this information in writing and, upon approval, reduce the testing frequency to once per six months for the invertebrate test species

and once per year for the vertebrate test species.

2) If one or more of the first four consecutive quarterly tests demonstrates significant lethal effects, the permittee shall continue quarterly testing for that species until this permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant lethal effects, the permittee shall resume a quarterly testing frequency for that species until this permit is reissued.

2. Required Toxicity Testing Conditions

a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fails to meet any of the following criteria:

1) a control mean survival of 90% or greater; and

2) a coefficient of variation percent (CV%) of 40 or less for both the control and critical dilution. However, if significant lethality is demonstrated, a CV% greater than 40 shall not invalidate the test. The CV% requirement does not apply when significant lethality occurs.

b. Statistical Interpretation

1) For the water flea and fathead minnow tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be in accordance with the manual referenced in Part 1.b.

2) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test results are interpreted and reported correctly. The document entitled “Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)” (EPA 821-B-00-004) provides guidance on determining the validity of test results.

3) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the survival in the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 90% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.

4) The NOEC is defined as the greatest effluent dilution at which no significant lethality is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which significant lethality is demonstrated. Significant lethality is defined as a statistically significant difference the survival of the test organism in a specified effluent dilution when compared to the survival of the test organism in the control.

5) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic

(non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 2.

6) Pursuant to the responsibility assigned to the permittee in Part 2.b.2), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The guidance manual referenced in Item 2 will be used when making a determination of test acceptability.

7) TCEQ staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

1) Dilution water used in the toxicity tests must be the receiving water collected at a point upstream of the discharge point as close as possible to the discharge point but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall:

a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest downstream perennial water unaffected by the discharge; or

b) use the closest downstream perennial water unaffected by the discharge.

2) Where the receiving water proves unsatisfactory as a result of preexisting instream toxicity (i.e. fails to fulfill the test acceptance criteria Part 2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:

a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of Part 2.a;

b) the test indicating receiving water toxicity was carried out to completion; and

c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3.

3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.

d. Samples and Composites

1) The permittee shall collect a minimum of two composite samples from Outfall 002. The second composite sample will be used for the renewal of the dilution concentrations for each toxicity test.

2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.

3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for the subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.

4) If Outfall 002 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum number of effluent portions, and the sample holding time are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.

5) The effluent sample shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b for every valid and invalid toxicity test initiated, whether carried to completion or not.

b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.

1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12-month period.

2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.

3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.

4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.

c. Enter the following codes for the appropriate parameters for valid tests only:

1) For the water flea, Parameter TEM3D, enter a "1" if the NOEC for survival is less

than the critical dilution; otherwise, enter a "0."

2) For the water flea, Parameter TOM3D, report the NOEC for survival.

3) For the water flea, Parameter TXM3D, report the LOEC for survival.

4) For the fathead minnow, Parameter TEM6C, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

5) For the fathead minnow, Parameter TOM6C, report the NOEC for survival.

6) For the fathead minnow, Parameter TXM6C, report the LOEC for survival.

d. Enter the following codes for retests only:

1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

4. Persistent Toxicity

The requirements of this part apply only when a toxicity test demonstrates significant lethality. Significant lethality was defined in Part 2.b.

a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates significant lethality. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test.

b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.

c. The provisions of Part 4.a. are suspended upon completion of the two retests and submittal of the TRE action plan and schedule defined in Part 5.

5. Toxicity Reduction Evaluation

a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.

b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant

lethality at the critical dilution. The TRE action plan shall describe an approach for the reduction or elimination of lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:

1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;

2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;

3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and

4) Project Organization - The TRE action plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.

c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.

d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:

1) results and interpretation of any chemical specific analyses for the identified and suspected pollutant performed during the quarter;

2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;

3) any data and substantiating documentation which identifies the pollutant(s) and source of effluent toxicity;

4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;

5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and

6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.

e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.

f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification/TRE. The report shall provide information pertaining to the specific control mechanism selected that will, when implemented, result in the reduction of effluent toxicity to no significant lethality at the critical dilution. The report shall also provide a specific corrective action schedule for implementing the selected control mechanism.

h. Based on the results of the TRE and proposed corrective actions, this permit may be

amended to modify the biomonitoring requirements, where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.

i. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 1 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

Dates and Times Composites Collected — Date Time / Date Time

No. 1 FROM: _____ TO: _____

No. 2 FROM: _____ TO: _____

Test initiated: _____am/pm _____ date

Dilution water used: _____ Receiving water _____ Synthetic Dilution water

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	32%	42%	56%	75%	100%
24h	A						
	B						
	C						
	D						
	E						
48h	A						
	B						
	C						
	D						
	E						
Mean at test end							
CV%*							

*Coefficient of Variation = Standard Deviation x 100/mean

Dunnett's Procedure or Steel's Many-One Rank Test as appropriate:

Is the mean survival at 48 hours significantly less than the control survival?

CRITICAL DILUTION (100%): _____ YES _____ NO

Enter percent effluent corresponding to the NOEC below:

1) NOEC survival = _____% effluent

2) LOEC survival = _____% effluent

TABLE 1 (SHEET 2 OF 2)

FATHEAD MINNOW SURVIVAL

Dates and Times Composites Collected — Date Time / Date Time

No. 1 FROM: _____ TO: _____

No. 2 FROM: _____ TO: _____

Test initiated: _____am/pm _____date

Dilution water used: _____ Receiving water _____ Synthetic Dilution water

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	32%	42%	56%	75%	100%
24h	A						
	B						
	C						
	D						
	E						
48h	A						
	B						
	C						
	D						
	E						
Mean at test end							
CV%*							

* Coefficient of Variation = standard deviation x 100/mean

Dunnett's Procedure or Steel's Many-One Rank Test as appropriate:

Is the mean survival at 48 hours significantly less than the control survival?

CRITICAL DILUTION (100%): _____ YES _____ NO

Enter percent effluent corresponding to the NOEC below:

1) NOEC survival = _____% effluent

2) LOEC survival = _____% effluent

24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 002 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

a. The permittee shall test the effluent for lethality in accordance with the provisions in this section. Such testing will determine compliance with Texas Surface Water Quality Standard 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.

b. The toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms," fifth edition (EPA-821-R-02-012) or its most recent update:

1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.

2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. The control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.

d. This permit may be amended to require a WET limit, a best management practice, a chemical-specific limit, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.

e. As the dilution series specified in the 48-Hour Acute Biomonitoring Requirements includes a 100% effluent concentration, the results from those tests may fulfill the requirements of this section; any tests performed in the proper time interval may be substituted. Compliance will be evaluated as specified in Part 1.a. The 50% survival in 100% effluent for a 24-hour period standard applies to all tests utilizing a 100% effluent dilution, regardless of whether the results are submitted to comply with the minimum testing frequency.

2. Required Toxicity Testing Conditions

a. Test Acceptance – The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.

b. Dilution Water - In accordance with Part 1.c., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.

c. Samples and Composites

1) The permittee shall collect one composite sample from Outfall 002.

2) The permittee shall collect the composite sample such that the sample is representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.

3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. The sample shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.

4) If Outfall 002 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report.

5) The effluent sample shall not be dechlorinated after sample collection.

3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

a. The permittee shall prepare a full report of the results of all tests conducted pursuant to this permit in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated.

b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.

1) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.

2) Quarterly biomonitoring test results are due on or before April 20th, July 20th, and October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.

c. Enter the following codes for the appropriate parameters for valid tests only:

1) For the water flea, Parameter TIE3D, enter a “0” if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter “1.”

2) For the fathead minnow, Parameter TIE6C, enter a “0” if the mean survival at 24

hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."

d. Enter the following codes for retests only:

1) For retest number 1, Parameter 22415, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."

2) For retest number 2, Parameter 22416, enter a "0" if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter "1."

4. Persistent Mortality

The requirements of this part apply when a toxicity test demonstrates significant lethality, which is defined as a mean mortality of 50% or greater of organisms exposed to the 100% effluent concentration for 24 hours.

a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These effluent concentrations are 6%, 13%, 25%, 50%, and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.

b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.

5. Toxicity Reduction Evaluation

a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.

b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall lead to the successful elimination of significant lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:

1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee

shall perform multiple characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;

2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;

3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and

4) Project Organization - The TRE Action Plan should describe the project staff, manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.

c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.

d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly TRE Activities Reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:

1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;

2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;

3) any data and substantiating documentation that identifies the pollutant and source of effluent toxicity;

4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;

5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and

6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.

e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Ttesting for the less sensitive species shall continue at the frequency specified in Part 1.b.

f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE. The report shall specify the control mechanism that will, when implemented, reduce effluent toxicity as specified in Part 5.h. The report shall also specify a corrective action schedule for implementing the selected control mechanism.

h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE.

The permittee may be exempted from complying with 30 TAC § 307.6(e)(2)(B) upon proving that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts.

This exemption excludes instances where individually toxic components (e.g., metals) form a salt compound. Following the exemption, this permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, require a compliance schedule for implementing corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.

j. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 2 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN*						

Enter percent effluent corresponding to the LC50 below:

24 hour LC50 = _____% effluent

TABLE 2 (SHEET 2 OF 2)

FATHEAD MINNOW SURVIVAL

GENERAL INFORMATION

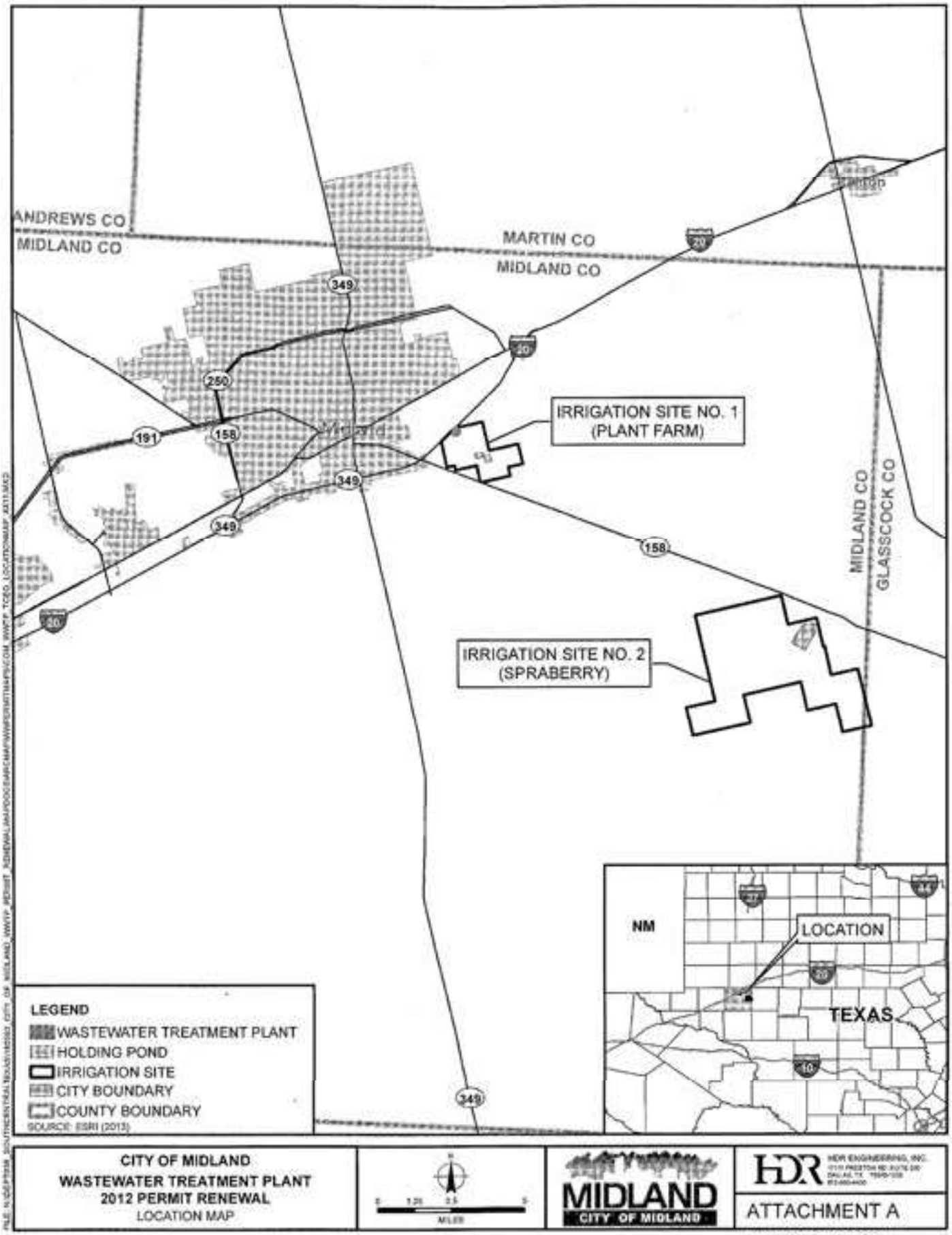
	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

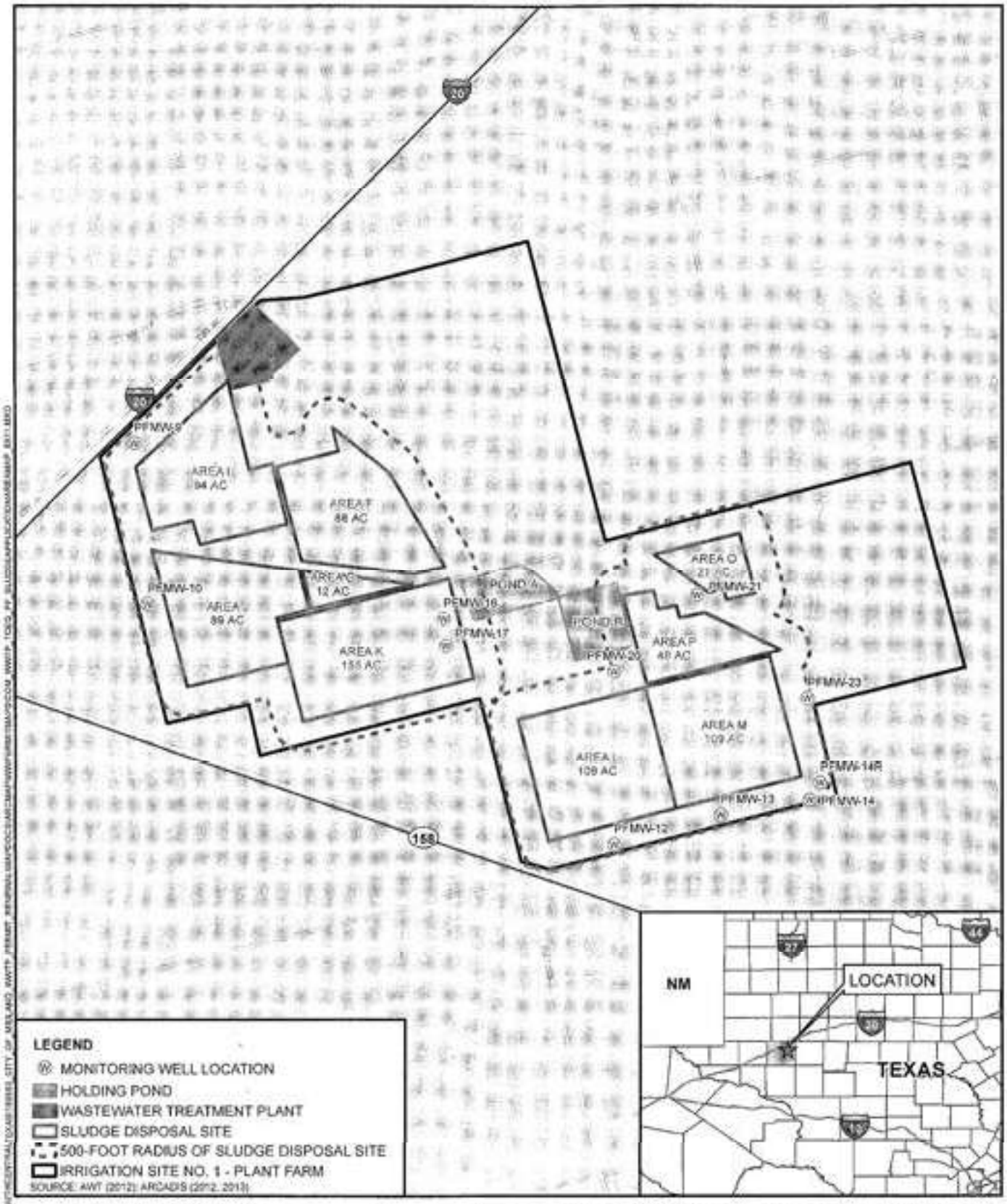
Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

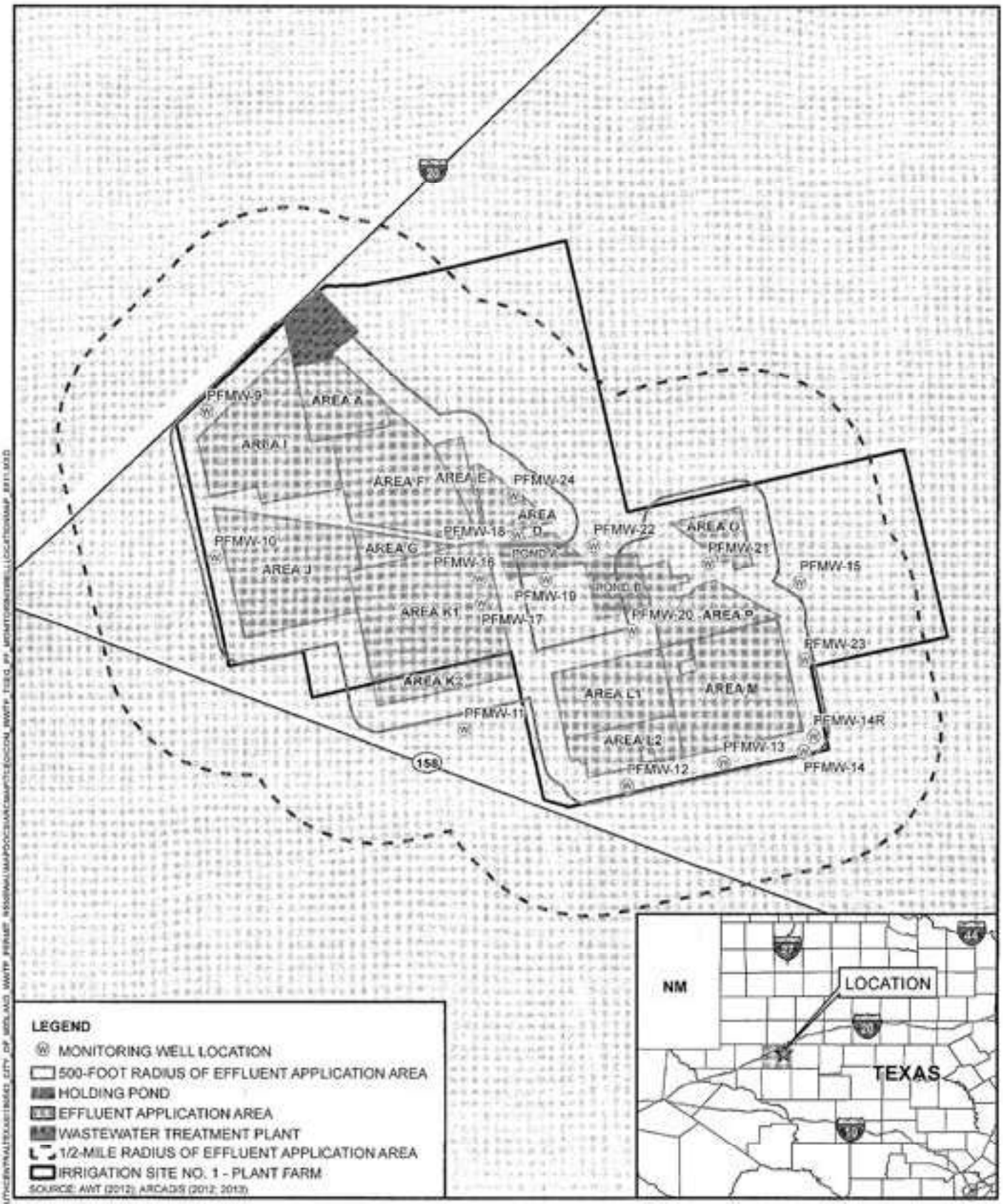
Enter percent effluent corresponding to the LC50 below:

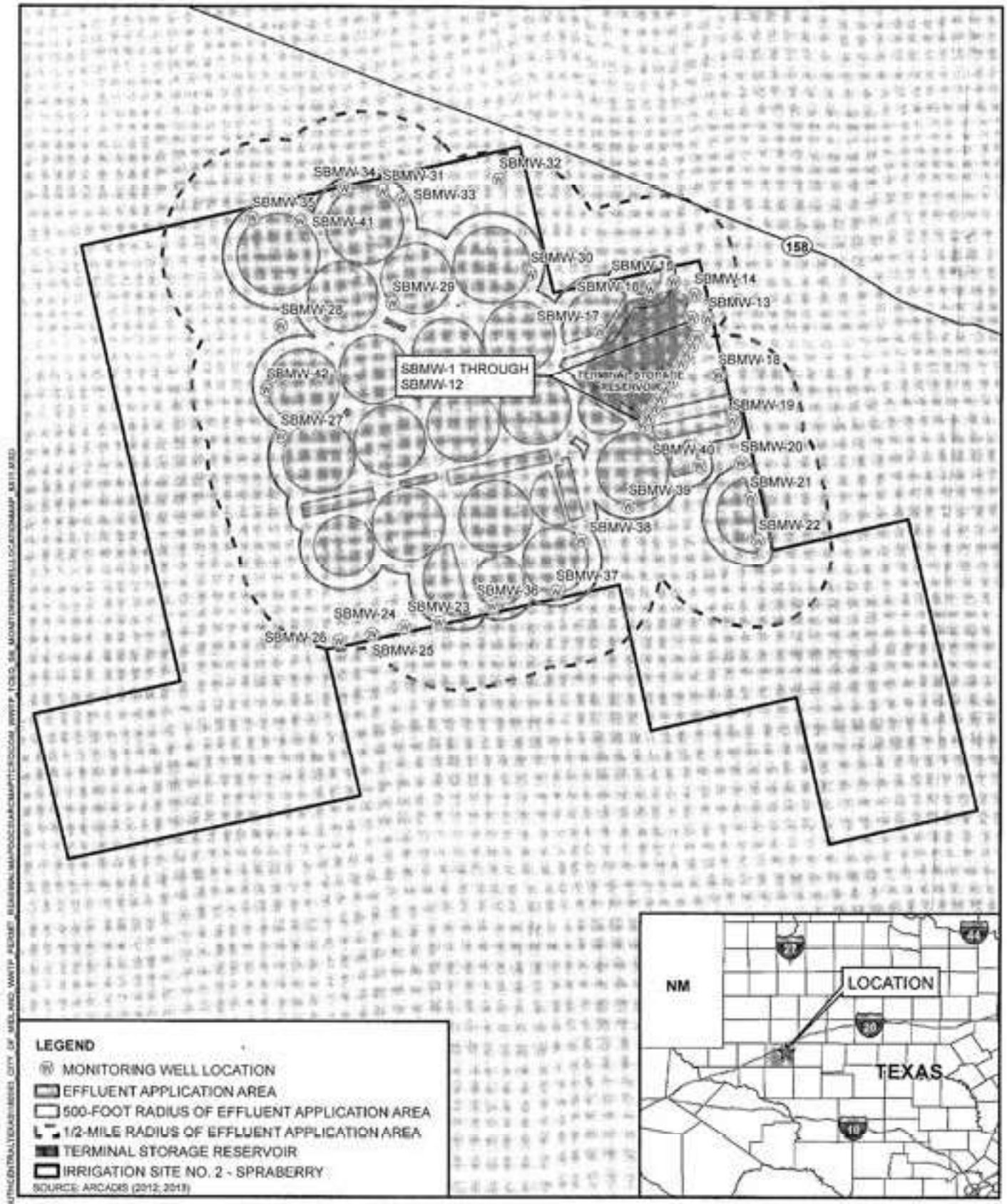
24 hour LC50 = _____% effluent



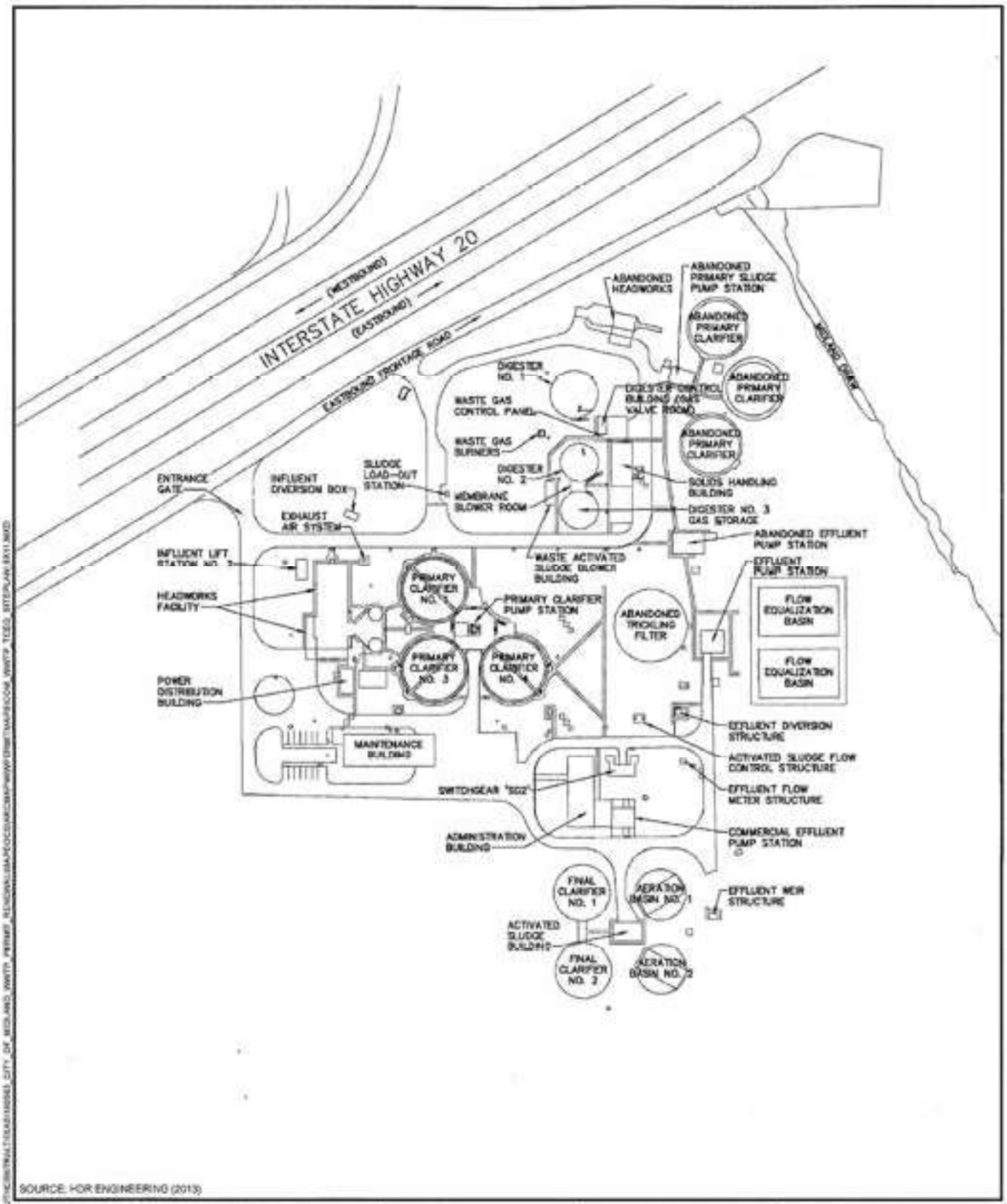
WQ0010223001


20
PFMW-9
AREA I
94 AC
AREA J
88 AC
AREA C
12 AC
PFMW-10
AREA G
89 AC
AREA K
155 AC
PFMW-16
PFMW-17
POND A
POND B
PFMW-20
AREA O
27 AC
PFMW-21
AREA P
48 AC
PFMW-23
AREA M
109 AC
AREA L
109 AC
PFMW-14R
PFMW-13
PFMW-14
PFMW-12
158
LEGEND
MONITORING WELL LOCATION
HOLDING POND
WASTEWATER TREATMENT PLANT
SLUDGE DISPOSAL SITE
500-FOOT RADIUS OF SLUDGE DISPOSAL SITE
IRRIGATION SITE NO. 1 - PLANT FARM
SOURCE: AWT (2012); ARCADIS (2012, 2013)
NM
LOCATION
TEXAS
CITY OF MIDLAND
WASTEWATER TREATMENT PLANT
2012 PERMIT RENEWAL
IRRIGATION SITE NO. 1 - PLANT FARM
SLUDGE APPLICATION AREA MAP
0
700
1,500
3,000
FEET
MIDLAND
CITY OF MIDLAND
HDR
HDR ENGINEERING, INC.
ATTACHMENT B
WQ0010223001


PFMW-9
AREA A
AREA I
AREA F
AREA E
PFMW-24
AREA D
PFMW-10
AREA G
PFMW-18
POND A
PFMW-22
AREA O
PFMW-21
PFMW-15
AREA J
PFMW-16
POND B
PFMW-19
AREA K1
PFMW-17
PFMW-20
AREA P
PFMW-23
AREA K2
AREA L1
AREA M
PFMW-11
PFMW-14R
AREA L2
PFMW-13
PFMW-12
PFMW-14
158
LEGEND
MONITORING WELL LOCATION
500-FOOT RADIUS OF EFFLUENT APPLICATION AREA
HOLDING POND
EFFLUENT APPLICATION AREA
WASTEWATER TREATMENT PLANT
1/2-MILE RADIUS OF EFFLUENT APPLICATION AREA
IRRIGATION SITE NO. 1 - PLANT FARM
SOURCE: AWT (2012); ARCADIS (2012, 2013)
NM
LOCATION
TEXAS
CITY OF MIDLAND
WASTEWATER TREATMENT PLANT
2012 PERMIT RENEWAL
IRRIGATION SITE NO.1 - PLANT FARM
MONITORING WELL LOCATION MAP
0 750 1,500 3,000
FEET
MIDLAND
CITY OF MIDLAND
HDR
ATTACHMENT C1


SBMW-32
SBMW-34
SBMW-31
SBMW-33
SBMW-35
SBMW-41
158
SBMW-30
SBMW-15
SBMW-14
SBMW-29
SBMW-16
SBMW-13
SBMW-28
SBMW-17
SBMW-18
SBMW-42
SBMW-1 THROUGH SBMW-12
TERMINAL STORAGE RESERVOIR
SBMW-19
SBMW-27
SBMW-40
SBMW-20
SBMW-21
SBMW-39
SBMW-38
SBMW-22
SBMW-37
SBMW-36
SBMW-24
SBMW-23
SBMW-26
SBMW-25
NM
LOCATION
TEXAS
LEGEND
MONITORING WELL LOCATION
EFFLUENT APPLICATION AREA
500-FOOT RADIUS OF EFFLUENT APPLICATION AREA
1/2-MILE RADIUS OF EFFLUENT APPLICATION AREA
TERMINAL STORAGE RESERVOIR
IRRIGATION SITE NO. 2 - SPRABERRY
SOURCE: ARCADIS (2012; 2013)
CITY OF MIDLAND
WASTEWATER TREATMENT PLANT
2012 PERMIT RENEWAL
IRRIGATION SITE NO.2 - SPRABERRY
MONITORING WELL LOCATION MAP
0 1,250 2,500 5,000
FEET
MIDLAND
CITY OF MIDLAND
HDR
ATTACHMENT C2

XISTING SMALL POND 30' X 30'
XISTING STEEL STOCK TANKS
ROPOSED STOCK WATERING AREAS FLOAT CONTROLED STEEL TANKS
ATTACHMENT C3
City of Midland
TCEQ Permit No. WQ0010223001
MIDLAND CO.
GLASSCOCK CO.
PIPELINE



SOURCE: HDR ENGINEERING (2013)

CITY OF MIDLAND WASTEWATER TREATMENT PLANT 2012 PERMIT RENEWAL WASTEWATER TREATMENT PLANT SITE PLAN	NOT TO SCALE	MIDLAND CITY OF MIDLAND	HDR ENGINEERING, INC. ATTACHMENT D

WQ0010223001

Texas Department of Transportation

3901 EAST HIGHWAY 80 • ODESSA, TEXAS 79761-0501 • (915) 332-0501

July 11, 1995

Mr. Kenneth D. Jones
Director of Utilities
City of Midland
P. O. Box 1152
Midland, Texas 79702

Re: City of Midland - Amendment of TNRCC Permit No. 10223-001

Dear Mr. Jones:

After a brief review of your existing Water Pollution Control Plant (WPCP) location and upon reflection that the WPCP units in question were existing prior to Interstate 20 construction in the early 1970's, we have no objection to their remaining in service and to the City of Midland using our right-of-way as buffer zone. The existing unit is over 100 feet from our right-of-way for the south access road and should present no new problems.

Sincerely

Mike C. McAnally, P.E.
Director of Operations

MCM/ss

City of Midland
ATTACHMENT E
TCEQ Permit No. WQ0010223001

An Equal Opportunity Employer

Attachment F
Permit No. WQ0010223001

Hydraulic and Nitrogen Applications Accounting – Effluent + Sludge

Field					**Month**			Soil N, lbs/ac			
Crop					Cumulative Effluent, Gal/acre(2)						
Crop hydraulic limit, gal/acre*(1)					Crop N requirement, lbs N/acre*(1)						
Cumulative Sludge, Wet tons/acre(2)					Cumulative N to Date, lbs N/ac*(2)						
F	Sludge – Water Conversion Factor		2.3965		G	Effluent Conversion Factor			0.000,006,676		

Effluent Composition*(3)				Sludge Composition*(3)					
TKN, mg/L	NO3-N, mg/L	I = TKN + NO3	Effective Dates	K = % Solids	TKN, mg/L	NO3-N, mg/L	NH4-N, mg/L	PAN = 0.2*TKN + 0.3*NH4-N + 0.8*NO3-N	Effective Dates

Day of the Month	A	B	C = B/A	D	E=D*F*(100-K) ÷A	H=C+E	Σ(H)*(4)	J=C*I*G	L=PAN*(K/100)*D	(L+J)	Σ(L+J)*(5)
	Irrigated Acres	Effluent Applied		Sludge added	Sludge Water	Total Daily	Cum. Total	Daily Effluent N	Daily Sludge N	Daily N	Cum. N
	Acres	Gal.	Gal./ac	Wet tons	Gal./ac	Gal./ac	Gal./ac	Lbs N/day/ac	Lbs N/day/ac	Lbs N/ day/ac	Lbs N/ac
1											
2											
3											
4											

5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											

*(1) Crop hydraulic limit from Hydraulic Limit Table. Crop N requirement from N requirement Table.

*(2) Cumulative addition values are the sum of all additions to this crop in this plant cycle as defined in growing season table plus the soil test Nitrogen. The Cumulative N Applied to Date value for a given month is the value at the end of the preceding month except at the start of a crop growth cycle, where the value is the soil test nitrogen. The

cumulative nitrogen applied for the first day of the month is the sum of nitrogen applications for that date plus the Cumulative N applied to date. For other dates, the cumulative nitrogen applied is the sum of nitrogen applied on that date plus the cumulative nitrogen applied the day before. For crops that grow year round, the Cumulative additions start at the soil test nitrogen on September 1 and continue through August 31. The Cumulative values cannot exceed the Crop hydraulic limit and N requirement values. All applications must cease when either cumulative value reaches the limit for that value.

*(3) The entries in this table are used for the calculations that follow. Sludge nitrogen analyses are on a dry weight basis. Allowances are made for up to 5 sludge and effluent analyses in a month (should be kept with the application records). The latest values available for that date should be used for calculations. The effective dates define the set of values that should be utilized in the table below. The beginning date should be the date that the concentration data is received and the ending date should be the day before the next set of data is received. The received date is used rather than the sample date to prevent accidental violations in cases where the new concentration is higher than the older data.

*(4) Gallons wastewater plus sludge water are used because effluent flow is measured in gallons, thereby reducing the potential for calculation errors. The effluent gallons are measured as applied. The sludge water is that part of the sludge that is not solids (100 - % solids).

*(5) Pounds nitrogen per acre irrigated per day (lbs/acre/day) shall be calculated as a mass loading of total nitrogen. The mass of effluent nitrogen shall be determined by total nitrogen effluent concentration determined by the latest effluent analysis (supplied with tables) multiplied by the volume of effluent applied during the day and multiplied by the conversion factor 0.000,006,676 (i.e., total nitrogen, mg/L*volume of effluent applied, gallons/day*0.000,006,676 = nitrogen, lbs/day). The sludge nitrogen shall be determined by multiplying the PAN value by the wet tons of sludge per acre added times the percent sludge solids divided by 100. The loading (per acre) is determined by summing the effluent and sludge nitrogen.

Attachment G
Hydraulic and Nitrogen Applications Accounting - Summary Table

Site	Field	Crop hydraulic limit, gal/acre (from Special Provision 10)	Crop hydraulic limit, ac-ft/ac (from Special Provision 10)	Crop nitrogen limit, lb N/acre (from Special Provision 13)	Cumulative effluent and sludge water applied, gal/acre (from Attachment F)	Cumulative effluent and sludge water applied, ac-ft/ac (from Attachment F)	Cumulative nitrogen in land applied effluent and sludge, lb N/acre (from Attachment F)
Site #1 (Plant Farm)	A						
	D						
	E						
	F						
	G						
	I						
	J						
	K1						
	K2						
	L1						
	L2						
	M						
	O						
	P						
Site #2 (Spraberry Farm)	2-3						
	2-4						
	3-1						
	3-2						
	3-4						
	10-1						
	10-2						
	10-3						
	10-4						
	11-1						
	11-2						
	11-3						
	11-4						
	12-1						
	12-1s						
	12-1						
	13-1						
	13-1s						

Site	Field	Crop hydraulic limit, gal/acre (from Special Provision 10)	Crop hydraulic limit, ac-ft/ac (from Special Provision 10)	Crop nitrogen limit, lb N/acre (from Special Provision 13)	Cumulative effluent and sludge water applied, gal/acre (from Attachment F)	Cumulative effluent and sludge water applied, ac-ft/ac (from Attachment F)	Cumulative nitrogen in land applied effluent and sludge, lb N/acre (from Attachment F)
	13-2						
	13-2s						
	13-3						
	14-1						
	14-1s						
	12-2						
	14-2s						
	14-3						
	14-3s						
	14-4						
	15-1						
	15-1s						
	15-2						
	15-2s						
	15-3						
	15-3s						
	15-4s						

DOMESTIC WORKSHEET 4.0

POLLUTANT ANALYSES REQUIREMENTS*

Section 1. Toxic Pollutants

For pollutants identified in Table 4.0(1), indicate type of sample.

Grab ☐ Composite ☐

Date and time sample(s) collected:

Table 4.0(1) – Toxics Analysis

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Acrylonitrile				50
Aldrin				0.01
Aluminum				2.5
Anthracene				10
Antimony				5
Arsenic				0.5
Barium				3
Benzene				10
Benzidine				50
Benzo(a)anthracene				5
Benzo(a)pyrene				5
Bis(2-chloroethyl)ether				10
Bis(2-ethylhexyl)phthalate				10
Bromodichloromethane				10
Bromoform				10
Cadmium				1
Carbon Tetrachloride				2
Carbaryl				5

Attachment H
WQ0010223001
CITY OF MIDLAND

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Chlordane*				0.2
Chlorobenzene				10
Chlorodibromomethane				10
Chloroform				10
Chlorpyrifos				0.05
Chromium (Total)				3
Chromium (Tri) **(*1)**				N/A
Chromium (Hex)				3
Copper				2
Chrysene				5
p-Chloro-m-Cresol				10
4,6-Dinitro-o-Cresol				50
p-Cresol				10
Cyanide **(*2)**				10
4,4'- DDD				0.1
4,4'- DDE				0.1
4,4'- DDT				0.02
2,4-D				0.7
Demeton (O and S)				0.20
Diazinon				0.5/0.1
1,2-Dibromoethane				10
m-Dichlorobenzene				10
o-Dichlorobenzene				10
p-Dichlorobenzene				10
3,3'-Dichlorobenzidine				5

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Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
1,2-Dichloroethane				10
1,1-Dichloroethylene				10
Dichloromethane				20
1,2-Dichloropropane				10
1,3-Dichloropropene				10
Dicofol				1
Dieldrin				0.02
2,4-Dimethylphenol				10
Di-n-Butyl Phthalate				10
Diuron				0.09
Endosulfan I (alpha)				0.01
Endosulfan II (beta)				0.02
Endosulfan Sulfate				0.1
Endrin				0.02
Ethylbenzene				10
Fluoride				500
Guthion				0.1
Heptachlor				0.01
Heptachlor Epoxide				0.01
Hexachlorobenzene				5
Hexachlorobutadiene				10
Hexachlorocyclohexane (alpha)				0.05
Hexachlorocyclohexane (beta)				0.05
gamma-				0.05

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Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Hexachlorocyclohexane (Lindane)				
Hexachlorocyclopentadiene				10
Hexachloroethane				20
Hexachlorophene				10
Lead				0.5
Malathion				0.1
Mercury				0.005
Methoxychlor				2
Methyl Ethyl Ketone				50
Mirex				0.02
Nickel				2
Nitrate-Nitrogen				100
Nitrobenzene				10
N-Nitrosodiethylamine				20
N-Nitroso-di-n-Butylamine				20
Nonylphenol				333
Parathion (ethyl)				0.1
Pentachlorobenzene				20
Pentachlorophenol				5
Phenanthrene				10
Polychlorinated Biphenyls (PCB's) **(*3)**				0.2
Pyridine				20
Selenium				5
Silver				0.5

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
1,2,4,5-Tetrachlorobenzene				20
1,1,2,2-Tetrachloroethane				10
Tetrachloroethylene				10
Thallium				0.5
Toluene				10
Toxaphene				0.3
2,4,5-TP (Silvex)				0.3
Tributyltin (see instructions for explanation)				0.01
1,1,1-Trichloroethane				10
1,1,2-Trichloroethane				10
Trichloroethylene				10
2,4,5-Trichlorophenol				50
TTHM (Total Trihalomethanes)				10
Vinyl Chloride				10
Zinc				5

(*1) Determined by subtracting hexavalent Cr from total Cr.

(*2) Cyanide, amenable to chlorination or weak-acid dissociable.

(*3) The sum of seven PCB congeners 1242, 1254, 1221, 1232, 1248, 1260, and 1016.

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Section 2. Priority Pollutants

For pollutants identified in Tables 4.0(2)A-E, indicate type of sample.

Grab ☐ Composite ☐

Date and time sample(s) collected:

Table 4.0(2)A – Metals, Cyanide, Phenols

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Antimony				5
Arsenic				0.5
Beryllium				0.5
Cadmium				1
Chromium (Total)				3
Chromium (Hex)				3
Chromium (Tri) (*1)				N/A
Copper				2
Lead				0.5
Mercury				0.005
Nickel				2
Selenium				5
Silver				0.5
Thallium				0.5
Zinc				5
Cyanide (*2)				10
Phenols, Total				10

(*1) Determined by subtracting hexavalent Cr from total Cr.

(*2) Cyanide, amenable to chlorination or weak-acid dissociable

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Table 4.0(2)B – Volatile Compounds

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Acrolein				50
Acrylonitrile				50
Benzene				10
Bromoform				10
Carbon Tetrachloride				2
Chlorobenzene				10
Chlorodibromomethane				10
Chloroethane				50
2-Chloroethylvinyl Ether				10
Chloroform				10
Dichlorobromomethane [Bromodichloromethane]				10
1,1-Dichloroethane				10
1,2-Dichloroethane				10
1,1-Dichloroethylene				10
1,2-Dichloropropane				10
1,3-Dichloropropylene [1,3-Dichloropropene]				10
1,2-Trans-Dichloroethylene				10
Ethylbenzene				10
Methyl Bromide				50
Methyl Chloride				50
Methylene Chloride				20
1,1,2,2-Tetrachloroethane				10
Tetrachloroethylene				10
Toluene				10
1,1,1-Trichloroethane				10
1,1,2-Trichloroethane				10
Trichloroethylene				10
Vinyl Chloride				10

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Table 4.0(2)C – Acid Compounds

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
2-Chlorophenol				10
2,4-Dichlorophenol				10
2,4-Dimethylphenol				10
4,6-Dinitro-o-Cresol				50
2,4-Dinitrophenol				50
2-Nitrophenol				20
4-Nitrophenol				50
P-Chloro-m-Cresol				10
Pentalchlorophenol				5
Phenol				10
2,4,6-Trichlorophenol				10

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Table 4.0(2)D – Base/Neutral Compounds

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Acenaphthene				10
Acenaphthylene				10
Anthracene				10
Benzidine				50
Benzo(a)Anthracene				5
Benzo(a)Pyrene				5
3,4-Benzofluoranthene				10
Benzo(ghi)Perylene				20
Benzo(k)Fluoranthene				5
Bis(2-Chloroethoxy)Methane				10
Bis(2-Chloroethyl)Ether				10
Bis(2-Chloroisopropyl)Ether				10
Bis(2-Ethylhexyl)Phthalate				10
4-Bromophenyl Phenyl Ether				10
Butyl benzyl Phthalate				10
2-Chloronaphthalene				10
4-Chlorophenyl phenyl ether				10
Chrysene				5
Dibenzo(a,h)Anthracene				5
1,2-(o)Dichlorobenzene				10
1,3-(m)Dichlorobenzene				10
1,4-(p)Dichlorobenzene				10
3,3-Dichlorobenzidine				5
Diethyl Phthalate				10
Dimethyl Phthalate				10
Di-n-Butyl Phthalate				10
2,4-Dinitrotoluene				10
2,6-Dinitrotoluene				10
Di-n-Octyl Phthalate				10
1,2-Diphenylhydrazine (as Azo-benzene)				20
Fluoranthene				10
Fluorene				10
Hexachlorobenzene				5
Hexachlorobutadiene				10

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Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Hexachlorocyclo-pentadiene				10
Hexachloroethane				20
Indeno(1,2,3-cd)pyrene				5
Isophorone				10
Naphthalene				10
Nitrobenzene				10
N-Nitrosodimethylamine				50
N-Nitrosodi-n-Propylamine				20
N-Nitrosodiphenylamine				20
Phenanthrene				10
Pyrene				10
1,2,4-Trichlorobenzene				10

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Table 4.0(2)E - Pesticides

Pollutant	AVG Effluent Conc. (µg/l)	MAX Effluent Conc. (µg/l)	Number of Samples	MAL (µg/l)
Aldrin				0.01
alpha-BHC (Hexachlorocyclohexane)				0.05
beta-BHC (Hexachlorocyclohexane)				0.05
gamma-BHC (Hexachlorocyclohexane)				0.05
delta-BHC (Hexachlorocyclohexane)				0.05
Chlordane				0.2
4,4-DDT				0.02
4,4-DDE				0.1
4,4,-DDD				0.1
Dieldrin				0.02
Endosulfan I (alpha)				0.01
Endosulfan II (beta)				0.02
Endosulfan Sulfate				0.1
Endrin				0.02
Endrin Aldehyde				0.1
Heptachlor				0.01
Heptachlor Epoxide				0.01
PCB-1242				0.2
PCB-1254				0.2
PCB-1221				0.2
PCB-1232				0.2
PCB-1248				0.2
PCB-1260				0.2
PCB-1016				0.2
Toxaphene				0.3

Section 3. Dioxin/Furan Compounds

A. Are any of the following compounds used by a contributing industrial user or significant industrial user that is part of the collection system for the facility that you have reason to believe are present in the influent to the WWTP?

Yes ☐ No ☐

If **yes**, identify which compound(s) are potentially sent to the facility.

☐ 2,4,5-trichlorophenoxy acetic acid
Common Name 2,4,5-T, CASRN 93-76-5

☐ 2-(2,4,5-trichlorophenoxy) propanoic acid
Common Name Silvex or 2,4,5-TP, CASRN 93-72-1

☐ 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate
Common Name Erbon, CASRN 136-25-4

☐ 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate
Common Name Ronnel, CASRN 299-84-3

☐ 2,4,5-trichlorophenol
Common Name TCP, CASRN 95-95-4

☐ hexachlorophene
Common Name HCP, CASRN 70-30-4

For each compound identified, provide a brief description of the conditions of its/their presence at the facility.

B. Do you know or have any reason to believe that 2,3,7,8 Tetrachlorodibenzo-P-Dioxin (TCDD) or any congeners of TCDD may be present in your effluent?

Yes ☐ No ☐

If **yes**, provide a brief description of the conditions for its presence.

If you responded **yes** to either Subsection A **or** B, complete Table 4.0(2)F.

For pollutants identified in Table 4.0(2)F, indicate type of sample.

Grab ☐ Composite ☐

Date and time sample(s) collected:

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TABLE 4.0(2)F - DIOXIN/FURAN COMPOUNDS

Compound	Toxic Equivalency Factors	Wastewater Concentration (ppq)	Wastewater Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Equivalents (ppt)	MAL (ppq)
2,3,7,8 TCDD	1					10
1,2,3,7,8 PeCDD	0.5					50
2,3,7,8 HxCDDs	0.1					50
1,2,3,4,6,7,8 HpCDD	0.01					50
2,3,7,8 TCDF	0.1					10
1,2,3,7,8 PeCDF	0.05					50
2,3,4,7,8 PeCDF	0.5					50
2,3,7,8 HxCDFs	0.1					50
2,3,4,7,8 HpCDFs	0.01					50
OCDD	0.0003					100
OCDF	0.0003					100
PCB 77	0.0001					0.5
PCB 81	0.0003					0.5
PCB 126	0.1					0.5
PCB 169	0.03					0.5
Total						

City Council Meeting

Item Number: 11

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR CERTAIN SERVICES RELATED TO THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD, AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT (900413) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING $102,851.06 FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)**

Purpose:

Motion authorizing the execution of a Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the City Of Midland for FAA Services related to the Reconstruct Runway 16R Blast Pad, Removed Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad Project (900413) at Midland International Air & Space Port and appropriating $102,851.06 to said project.

Recommended City Council Action:

Approve

Fiscal Impact:

Airport/City Share 100% - (100% FAA Reimbursable in the future)	$ 102,851.06
Breakout of Costs:	
Labor - Engineering/Construction Support	$ 76,786.00
Labor Overhead	$ 15,265.06
Total Labor	**$ 92,051.06**

Non-Labor – *TSSC (Drafting)		$ 10,000.00
Non-Labor Overhead		$ 800.00
	Total Non-Labor	**$ 10,800.00**

Total Recommended Design Phase Additional Appropriation **$ 102,851.06**

***** TSSC (Technical Support Services Contract) is a specialized contracted workforce which Engineering Services uses to provide various engineering centric services as a force multiplier of FAA employees.

Appropriation Language:

Funding is available in the Airport Fund Unappropriated Fund Balance and is hereby appropriated and will be transferred to Project #900413, Reconstruct Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad.

Discussion:

Meeting Date Display In June 2022, the City of Midland accepted FAA Grant #69 which included funding for the design phase of the Reconstruct Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad Project at Midland International Air & Space Port. Part of the original improvements for this project included the construction of 25' wide asphalt pavement shoulders to the existing Runway 10 blast pad to match the existing width of Runway 10 with its paved asphalt shoulders. The widening of the existing blast pad is to meet the FAA Advisory Circular requirements for standard runway blast pads. During the design phase of the project, it was found that an existing FAA owned underground cable is located within a portion of the proposed new asphalt shoulder of the blast pad. Based on discussions with FAA staff, this cable will require relocation such that it would be outside of the proposed new asphalt shoulder. The FAA requires that the relocation of the cable be performed by the Airport as part of the construction of the blast pad asphalt shoulders.

The scope of this project has changed to include the design of the relocation of the FAA cable and inclusion of the improvements in the bid documents for this project. This FAA Reimbursable Agreement provides funding for FAA services limited to labor, travel and expenses required to perform limited technical and/or engineering support, design, and construction services to support the Runway 10 Blast Pad Shoulder construction project impacting FAA NAS facilities including Runway 10 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) FAA cabling, and FAA infrastructure. The scope of this Agreement supports technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages,

development of FAA design packages, construction/installation oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be provided under this agreement. If required, the FAA and the Sponsor will enter into a separate agreement to outline additional work beyond the scope of this agreement.

This funding for this Agreement is fully reimbursable by the FAA at the end of the project.

Tina Daugy

City Manager's Office

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF MIDLAND
MIDLAND INTERNATIONAL AIRPORT
MIDLAND, TEXAS

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Midland (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Midland.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform limited technical and/or engineering support, design, and construction services to support the Sponsor's Runway (RWY) 10 Blast Pad Shoulder construction project impacting FAA NAS facilities including Runway (RWY) 10 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) FAA cabling, and FAA infrastructure. The scope of this Agreement supports technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design packages, development of FAA design packages, construction/installation oversight, modification, removal, and restoration required to address impacted FAA NAS facilities. No government furnished equipment will be

provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to outline additional work beyond the scope of this Agreement. FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA engineer and technician onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. No construction work shall be performed involving FAA facilities, systems, and equipment during FAA maintenance moratorium periods, which will be provided by FAA. Waivers will not be approved during a FAA moratorium. Therefore, this Agreement is titled:

Midland, TX (MAF) - Construct RWY 10 Blast pad shoulders impacting MALSR

B. The FAA will perform the following activities:

Engineering:

1. Provide technical assistance to help the Sponsor ensure that the Sponsor's project meets FAA rules, regulations, orders, requirements, and standards.
2. Provide the design layout for new facilities to include footprint for relocated or new equipment, grounding plates, cable trays, lighting fixtures, and power raceways.
3. Provide all FAA standard drawings, specifications, and directives for use by the Sponsor in execution of the project.
4. Meet with the Sponsor as required to coordinate and discuss project planning and engineering.
5. Coordinate with the Airport Sponsor in order to ensure that National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA actions. Also ensure NEPA documentation meets FAA requirements and approvals.
6. Complete HazMat surveys for all applicable FAA facilities on the Airport and provide information to the Airport Sponsor for use in preparing plans for removal of the FAA facilities and reuse of the airport property. This work will be conducted prior to demolition of the applicable FAA facilities.
7. Complete environmental due diligence documentation for FAA F&E facilities with real property transaction(s) that are associated with this project. The majority of this work will be conducted immediately prior and during the Sponsor's construction project to ensure that environmental due diligence documentation is completed in time to support FAA acquisition of new facilities and termination of leases.
8. Develop disposal plan for excessing FAA equipment impacted by Sponsor's project.
9. Provide engineering as required for FAA RE or installation TOR.
10. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project that affects FAA systems or equipment.

11. The FAA will require 21 calendar days for review of the 50% and 100% packages, and 60 calendar days for review of the 90% design plans submission. The Sponsor's design plans and specifications are not final until the FAA has notified the Sponsor that all of the FAA's comments, suggestions, and/or requirements have been incorporated into the design plans and specifications.
12. No work may begin that affects FAA facilities until the design plans and specifications are final.

Construction/Installation:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.
2. Locate and mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.
3. Provide Resident Engineer (RE) oversight for the Sponsor's project impacting FAA facilities and buried cables, advise Sponsor regarding FAA requirements, and inspect infrastructure being accepted by the FAA**.** No work will be accepted unless performed under the oversight of the FAA RE. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact the FAA facilities, systems, equipment, and their infrastructure. In furtherance of his/her responsibilities, the FAA RE will:
    a. Be the FAA's primary point of contact for the Sponsor during the project to ensure that all necessary information is coordinated with the appropriate FAA parties.
    b. Ensure all reasonable efforts are made to minimize the impact to the FAA operations and existing facilities.
    c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed.
    d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule.
    e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project.
    f. Assist the Sponsor in ensuring compliance with all the FAA rules, regulations, orders, standards, requirements, and agreements.
    g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all the FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.
    h. The presence of the FAA RE does not relieve the Sponsor from complying with the agreed to design, including compliance with all applicable FAA

rules, regulations, orders, standards, requirements, and agreements.

The RE does NOT have authority to:

a. Revoke, alter, or waive any requirement of the design plans and specifications, drawings, or the construction contract let by the Sponsor.

b. Act as the contractor's foreman or perform any other duties for the contractor.

c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor.

d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

4. A Technical Onsite Representative (TOR) will be available as necessary and available per Agency guidelines during installation, tune up, checkout, optimizing, and flight inspection activities of the project to inspect the installation and observe the establishment of FAA facilities per FAA Orders and specifications.

5. Provide access to impacted FAA facilities.

6. Execute the following activities for the listed FAA facility(ies) and geographic area(s):

Navigation Aids (NAVAIDs) underground infrastructure (electrical/cabling)

a. Review Sponsor design (incl. addendums, revisions) of Runway (RWY) 10 Blast Pad Shoulder construction project.

b. Provide technical support/construction oversight/inspection (FAA RE) for all work associated with existing FAA infrastructure, including power, control and communication cables.

C. The Sponsor will perform the following activities:

Engineering:

1. Provide funding for all activities outlined in this Agreement.

2. Provide a full set of plans, including scaled electronic drawings, showing the proposed work.

3. Provide a full schedule for the work to be accomplished, including construction activities related to FAA facilities and equipment.

4. Incorporate requirements and recommendations made by the FAA into the design drawings and specifications impacting FAA-owned systems.

5. Provide survey information and/or documentation to verify the clearance of critical areas and obstruction surfaces relating to FAA facilities.

6. Provide the FAA with access to the project site, including any airport-specific security briefs or driving requirements, for the purposes of site surveys, construction inspection, and other activities.

7. Support Engineering Services availability by not seeking engineering design review support before 10/1/2023. Should the Sponsor decide to accelerate the schedule ahead of agreed upon dates, Technical Operations technicians and engineers may not be available to support. Thus, this Agreement would have to be canceled, or amended if Tech Ops staff is available to support an accelerated timeline.

8. Perform all appropriate surveys and engineering design for the Sponsor's project impacting FAA facilities, equipment and infrastructure. The performance of these activities will include but not be limited to Runway (RWY) 10 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), FAA underground cables, infrastructure, and duct bank concerning the Sponsor's project.

9. Develop the plans and specifications for the construction of the facilities and the space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project. Scope of work includes, but is not limited to: siting of the facilities; all plot site preparation work (i.e. siting, trenching, grading, filing, foundations, power) in establishing new facilities, shelters and supporting infrastructure.

10. Provide a schedule of engineering deliverables when the design packages will be available for FAA review. The FAA will require 21 calendar days for review of the 50% design plan submission and 30 calendar days for the review of the 100% design plan submission.

11. Provide funding for any mandatory upgrades or modifications to any FAA facility impacted by the Sponsor's project. An example of a required modification is safety-related improvements when a facility is "grandfathered" (i.e., allowed to operate under the original design but required to be compliant with current standards).

12. Coordinate schedule and construction sequencing plan with the FAA NAVAIDs Engineering Center before finalizing the plan to ensure that the Sponsor and FAA are in agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Agreement, and updated monthly (or as soon as changes occur), including the following tasks:

    a. Construction bid
    b. Construction award
    c. Construction start

d. Construction complete
e. Overall construction sequencing schedule, to include FAA facilities
f. Runway/Taxiway service available dates
g. Dates when FAA is assume ownership for work on buried infrastructure

13. Provide to the FAA in hard-copy format 4 sets of 11" x 17" design plans and electronic copies using "MicroStation or AutoCAD" and PDF formats of the complete and finalized design drawings and specifications for the FAA's coordination and review at the agreed-upon design phases. Within 21 working days of receipt of the FAA's comments, or within such other period as the parties may agree, the Sponsor will provide to the **FAA NAVAIDs Engineering Center**, a written response to each of the FAA's comments, suggestions, and requirements. The 100% design plans and specifications are not final until the **FAA NAVAIDs Engineering Center**, has notified the Sponsor that all of the FAA's comments, suggestions, and requirements have been incorporated into the design plans and specifications.

14. Provide to the FAA final project plans and specifications that incorporates the FAA's comments from the 100% engineering review no later than 21 days after FAA approval of the 100% drawings. The complete/finalized project drawings and plans and specifications shall be sent to the Engineering Services address listed in this section.

15. Complete the contract, construction bid, and award process for the construction phase of the project using approved FAA plans and specifications for FAA impacted facilities. The project's scope of work will include but not be limited to all plot site preparation work (e.g., trenching, grading, filling, foundations, demolition) and the installation of all necessary equipment and associated infrastructure. Sponsor will not bid the portion of work that includes the FAA equipment and cabling until the FAA has agreed that all of the drawings and specifications are final.

16. No construction associated with this project that affect FAA facilities or equipment may begin prior to receipt of the foregoing FAA design approval. Furthermore, the Sponsor shall advise the FAA immediately of any proposed changes to the "approved" design plans and specifications before and during the projects construction. Before starting any construction, provide 3 full size sets of the construction package to FAA Engineering Services:

    NAVAIDs Engineering Center, AJW-2C14C
    ATTN: Ricardo Salinas
    10101 Hillwood Parkway
    Fort Worth, TX 76244
    Phone: (817) 222-4575
    Email: Ricardo.E.Salinas@faa.gov

17. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information

includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's environmental due diligence documentation process, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.

18. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form (Outage Request Form) no-less-than 45 days prior (preferably 60 days) to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website under the Forms section. This form may also be used to notify the FAA of any changes to the project schedule.
19. Provide a copy of the submitted FAA Form 6000-26 to the FAA ES POC outlined in this section.
20. Sponsor shall work with the FAA Airports Region/District Office and submit NRA or NR airspace cases for temporary and permanent locations of all buildings and equipment to be placed on the airfield as well as required Airspace cases showing information regarding construction vehicles and equipment during each phase of the project to include all trenching operation locations, truck routes, contractor staging areas, cranes, etc. Sponsor shall respond to all NR/NRA case reviewer questions and comply with all reviewer comments. A “determination letter” must be received and reviewed by the FAA ADO before any construction can begin. Airspace cases can be submitted online via https://oeaaa.faa.gov.

Construction/Installation:

1. Provide funding for all activities outlined in this Agreement;
2. Execute the following activities for the listed FAA facility(ies) and geographic area(s):

   Navigation Aids (NAVAIDs) underground infrastructure (electrical/cabling)

   a. Coordinate with FAA RE to protect existing infrastructure, including revisions, repairs, replacement, as required and accepted by FAA;

   b. Repair and/or replace impacted infrastructure or cabling as required and accepted by FAA.

3. Provide the following detailed schedules:

   a. Construction – The sponsor will provide a detailed schedule of all activities involving FAA impacts no later than 60 calendar days prior to commencing construction. The activities will be delineated by location and phases of construction. Construction requiring FAA oversight shall phased in such a manner that there are no gaps, which would require multiple return trips. If such gaps are necessary, the FAA reserves the

right to renegotiate the agreement.

b. Work Schedule – The sponsor will provide a detailed schedule that includes the number of crews, their location and the number of shifts that will be utilized no later than 60 calendar days prior to construction. Update schedule bi-weekly or as soon as changes occur.

4. Facilitate, document, and mitigate issues identified by the FAA in a timely manner in an effort to align with scheduling of FAA or its contracted onsite presence.
5. Verify marked FAA power and control cables by hand digging, or hydro excavation, at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and equipment impacted by the project activities in accordance with applicable FAA rules, regulations, orders, requirements, and standards.
6. In the case of a cut cable, the sponsor will replace the damaged cable between termination points. The FAA will participate in a joint inspection of the repaired cable in each hand hole/man hole for proper racking and tags, as well as grounding and terminations.
7. Provide copies of all critical shop drawings, as required.
8. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.
9. Notify and coordinate with the FAA all requests to shut down any FAA navigation facilities, systems, or equipment no-less-than 45 days prior to the start of construction. A construction schedule must accompany any request for the shutdown of any FAA navigation facility, system, or equipment. There may be times when a request for shutdown of a facility will not be granted due to air traffic operations. A request to shut down a specific FAA navigation facility, system, or equipment is not automatically associated with the shutdown of any other runway, threshold displacement, or pavement or grading work.

   Note: No construction work shall be performed during FAA maintenance moratorium periods, which will be provided by FAA.

10. Notify the NAVAIDS Engineering Center Manager Ricardo Salinas at Ricardo.E.Salinas@faa.gov, at least 60 calendar days in advance of when FAA construction oversight services are required. An RE will be required when any construction associated with or on FAA facilities, systems, or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA RE does not relieve the Sponsor or its contractor from any requirement contained in this Agreement, nor is the RE.
11. For any items corrected by the Sponsor's contractor, the Sponsor will be responsible for payment to the contractor.
12. For any items completed by the FAA, the Sponsor will pay the FAA in advance.
13. Provide the FAA unencumbered access to all site areas impacting FAA facilities.
14. Per FAA Advisory Circular 150/5370-12B, the sponsor must provide and maintain competent technical supervision at the construction site throughout the

project to ensure the work conforms to the plans, specifications, and schedules approved by the FAA for the project. Refer to AIP grant Assurance No. 17, *Construction Inspection and Approval*. The sponsor must provide adequate construction quality assurance inspection for all stages of work. This includes adequate documentation of the quality assurance results and reporting on the contractor's work progress. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

15. Ensure that no other activities or projects at the Airport, scheduled or otherwise, interfere with the FAA's acceptance testing or other scheduled activities.

16. Participate in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities at the end of construction for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions. The FAA will conduct a JAI prior to the commissioning and return-to-service of any FAA system. Exceptions noted will be remedied by the sponsor no later than 60 calendar days after the CAI/JAI. If exceptions are not corrected within 60 calendar days of the CAI/JAI, the FAA will clear the remaining exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.

17. Provide to the FAA at the time of the CAI, all warranty information and documentation for all FAA facilities, systems, and infrastructure on work done by the Sponsor's contractor, including material and equipment provided, and cable and grounding/ lightning protection system testing.

18. Establish or modify electrical service for any FAA facilities, equipment and systems incorporated in this project and pay for any one- time costs incurred. Also, the Sponsor shall pay any recurring utility charges until the project is completed and accepted by the FAA. The Sponsor must notify the FAA at the end of the project and provide the following essential information, so that FAA can initiate the transfer of the electrical service account:

    a. Name, address, and phone number of local electrical service supplier;

    b. Service address, meter number, and account number; and

    c. Any related information such as service type, estimated energy consumption, and copies of monthly billing charges

19. Through a separate Reimbursable Agreement, the Sponsor will pay the FAA for utility (telco and power) and depot support for the remainder of the governmental fiscal year, plus the next fiscal year following the facility commissioning date into the National Airspace System; a period up to 24 months when FAA is to take over a non-federal navigational facility]

20. Provide the FAA three sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using Micro Station or AutoCAD format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings within 60 days of completion of the project, as required by this Agreement, the FAA will complete the "As-

Built" drawings and bill the Sponsor. The As-Built drawings must show what was actually built, not just the proposed construction.

D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area Center, Planning and Requirements Group will provide administrative oversight of this Agreement. Robert Kachinski is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4883 or via email at Robert.Kachinski@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Ricardo Salinas is the Center Manager and liaison with the Sponsor and can be reached at (817) 222-4575 or via email at Ricardo.E.Salinas@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at 817-222-4395 or via email at Brad.Logan@faa.gov.

B. Sponsor:

Justine Ruff, Director of Airports
P.O. Box 60305
Midland, Texas, 79711-0305
Telephone: (432) 560-2200 Extension 3001
Fax: (432) 560-2237
Email: jruff@midlandtexas.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the

technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Engineering/Construction Support	$76,786.00
Labor Subtotal	$76,786.00
Labor Overhead	$15,265.06
Total Labor	**$92,051.06**
Non-Labor	
TSSC (Drafting)	$10,000.00
Non-Labor Subtotal	$10,000.00
Non-Labor Overhead	$800.00
Total Non-Labor	**$10,800.00**
TOTAL ESTIMATED COST	**$102,851.06**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can

mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Justine Ruff, Director of Airports
P.O. Box 60305
Midland, Texas, 79711-0305
Telephone: (432) 560-2200 Extension 3001
Fax: (432) 560-2237
Email: jruff@midlandtexas.gov

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s)

represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed

upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Reserved

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF MIDLAND, TX**	
SIGNATURE	_____	SIGNATURE	_____
NAME	_____	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

City Council Meeting

Item Number: 12

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING FOR CERTAIN SCOPE CHANGES TO THE RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD, AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD PROJECT (900413) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING $25,000.00 FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)**

Purpose:

Motion authorizing the execution of Amendment No. 6 to the Professional Services Agreement dated March 23, 2021, between the City of Midland, Texas and Parkhill, Smith & Cooper, Inc., dba Parkhill; said amendment providing for scope changes to the Reconstruct Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad; and appropriating $25,000 to said project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Airport Fund Unappropriated Fund Balance and is hereby appropriated and will be transferred to Project #900413, Reconstruct Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad.

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 sixth amendment to that agreement and adds the additional scope and funding to the Reconstruction Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad. Part of the original improvements for this project included the construction of 25' wide asphalt pavement shoulders to the existing Runway 10 blast pad to match the existing width of Runway 10 with its paved asphalt shoulders. The widening of the existing blast pad is to meet the FAA Advisory Circular requirements for standard runway blast pads. During the Design Phase of the project, it was found that an existing FAA-owned underground cable is located within a portion of the proposed new asphalt shoulder of the blast pad. Based on discussions with FAA staff, this cable will require relocation such that it would be outside of the proposed new asphalt shoulder. The FAA requires that the relocation of the cable be performed by the Airport as part of the construction of the blast pad asphalt shoulders.

The scope of this project has changed to include in addition to the prior scope of improvements, the design of the relocation of the FAA cable and inclusion of the improvements in the bid documents for this project. The professional services for the additional scope of improvements will include: the support of the Airport staff in review and compliance with the FAA Reimbursable Agreement; coordination between Parkhill and FAA staff engineers to develop the full scope of improvements required to relocate the FAA cable in accordance with FAA's specifications; preparation of the design and bidding documents for the construction of the FAA cable relocation using FAA provided details and specifications for this cable and associated pull/junction boxes; submission of design and bidding documents for FAA review; and preparation of a construction schedule and phasing of the FAA cable relocation work and review with FAA staff for approval.

This funding for this amendment is fully reimbursable by the FAA at the end of the project.

Tina Daugherty

City Manager's Office

AMENDMENT NO. 6
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) and October 11, 2022 (Amendment 5);

AND WHEREAS, the City of Midland, Texas is required by FAA to provide improvements to FAA facilities as part of the project listed in the Recitals of the Agreement as Item 15 Reconstruct Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad:

THIS AGREEMENT WITNESSETH:

A. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph 4.02:

"Item 15 Reconstruct Runway 16R Blast Pad, Remove Runway 34L Concrete Blast Pad and Add Asphalt Shoulders to Runway 10 Blast Pad

The total compensation for Additional Professional Services under Item 15 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.

Total additional compensation for Item 15 under this Amendment for the preparation of the design and bidding documents and the coordination with FAA staff for FAA owned facility improvements related to the Runway 10 Blast Pad at MAF shall not exceed $25,000 without written authorization from the Owner.

* Scope of Additional Improvements and Professional Services Attached"

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill have hereto set their hands this 11th day of April, 2023.

OWNER:	ENGINEER:
CITY OF MIDLAND, TEXAS	PARKHILL
By: _____	By: _____
Lori Blong	Danny G. Winchester
Title: Mayor	Title: Principal
Date Signed: _____	Date Signed: April 11, 2023
Address for giving notices:	Address for giving notices:
P.O. Box 1152	1700 W. Wall
Midland, Texas 79702	Midland, Texas 79701
Phone: (432) 685-7357	Phone: (432) 697-1447

IN DUPLICATE

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 15 RECONSTRUCT RUNWAY 16R BLAST PAD, REMOVE RUNWAY 34L CONCRETE BLAST PAD AND ADD ASPHALT SHOULDERS TO RUNWAY 10 BLAST PAD

SCOPE OF ADDITIONAL PROJECT IMPROVEMENTS AND SCOPE OF ADDITIONAL PROFESSIONAL SERVICES

1. Project history and objective – A part of the original improvements for this project included the construction of 25' wide asphalt pavement shoulders to the existing Runway 10 blast pad to match the existing width of Runway 10 with its paved asphalt shoulders. This widening of the existing blast pad is to meet the FAA Advisory Circular requirements for standard runway blast pads.

   During the design phase of the project, it was found that an existing FAA owned underground cable is located within a portion of the proposed new asphalt shoulder of the blast pad. Based on discussions with FAA staff, this cable will require relocation such that it would be outside of the proposed new asphalt shoulder. The FAA requires that the relocation of the cable be performed by the Airport as part of the construction of the blast pad asphalt shoulders.

2. Anticipated scope of improvements and additional professional services for Amendment 6 – The scope of improvements for this project has changed to include, in addition to the prior scope of improvements, the design of the relocation of the FAA cable and inclusion of the improvements in the bid documents for this project.

3. The professional services for the above additional scope of improvements will include the following:

   a. Support the City of Midland/Airport staff in review and compliance with the FAA Reimbursable Agreement.
   b. Coordination between Parkhill and FAA staff engineers to develop the full scope of improvements required to relocate the FAA cable in accordance with FAA's specifications.
   c. Prepare the design and bidding documents for the construction of the FAA cable relocation using FAA provided details and specifications for this cable and associated pull/junction boxes.
   d. Submit the design and bidding documents to FAA for review. Incorporate FAA comments into the final documents for bidding of the complete project.
   e. Prepare a construction schedule and phasing of the FAA cable relocation work and review with the FAA staff for approval.

City Council Meeting

Item Number: 13

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Whitney Craig, Manager, Health and Senior Services

Subject: MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $455,206.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH SUPPORT FOR PUBLIC HEALTH INFRASTRUCTURE AND WORKFORCE NECESSITIES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

Purpose:

Motion authorizing the acceptance of grant funds from the Texas Department of State Health Services in the following amount and for the following purpose: $455,206.00 to assist the City of Midland Health Services Division (the “City”) with supporting public health infrastructure and workforce; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit said grant funds into the General Fund.

Recommended City Council Action:

Approve

Fiscal Impact:

$455,206.00 in reimbursement funds from the Texas Department of State Health Services.

Discussion:

The Midland Health Department is seeking approval for the acceptance of one grant. These funds are instrumental in allowing the City to provide services to the community. The Public

Health Workforce and Infrastructure grant is a five (5) year grant.

Morris Williams Jr.

City Manager's Office

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SIGNATURE DOCUMENT FOR
THE DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,
CONTRACT NO. HHS001310500001
UNDER THE
CENTER FOR HEALTH EMERGENCY PREPAREDNESS & RESPONSE (CHEPR) GRANT PROGRAM

The parties to this agreement ("Grant Agreement" or "Contract") are the Department of State Health Services ("System Agency") and City of Midland Health Department ("Grantee"), having its principal office at 3303 W. Illinois Ave Sp. 22. Midland, Texas 79703 (each a "Party" and collectively the "Parties").

I. PURPOSE

The purpose of this Grant Agreement is to make strategic investments to support hiring, retaining, and training the public health workforce, and to strengthen public health infrastructure and systems related to the workforce and foundational capabilities in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) program from the Centers for Disease Control and Prevention (CDC).

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to Texas Health and Safety Code: Title 2 Chapter 12 (section 12.011) and Chapter 81 (section 81.005); Title 12 Chapter 1001 (section 1001.071), and Texas Government Code: Title 4 Chapter 531 and Chapter 418 Subchapter C (section 418.043); Title 7 Chapter 791.

III. DURATION

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and expires on November 30, 2027, unless sooner terminated. This Grant Agreement does not include renewals.

IV. STATEMENT OF WORK

The Statement of Work to which Grantee is bound is included as Attachment A and is incorporated into and made a part of this Grant Agreement for all purposes.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **$455,206.00.** Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: $455,206.00
Total State Funds: $0.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET**.

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If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. REPORTING REQUIREMENTS

Grantee shall submit all required reports in accordance with Articles III and IV of the Statement of Work.

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency
Kristiana Flores
Department of State Health Services
1100 W. 49th Street, MC1990
Austin, Texas 78756
Kristiana.Flores@dshs.texas.gov

Grantee
Whitney Craig
City of Midland Health Department
3303 W. Illinois Ave. Sp. 22
Midland, Texas 79703
wcraig@midlandtexas.gov

VIII. NOTICE REQUIREMENTS

A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, TX 78756

C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United

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States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER: CPZ1T3B85A64

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NE11OE000001
A. Assistance Listings Title, Number, and Dollar Amount: CDC's Collaboration with Academia to Strengthen Public Health – 93.967 -$146,769,640.00
B. Federal Award Date: 11/29/2022
C. Federal Award Period: 12/1/2022-11/30/2023
D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
E. Federal Award Project Description: Strengthening Public Health Infrastructure, Workforce and Data Systems
F. Awarding Official Contact Information: Lakita Reid
G. Total Amount of Federal Funds Awarded to System Agency: $146,769,640.00
H. Amount of Funds Awarded to Grantee: $455,206.00
I. Identification of Whether the Award is for Research and Development: No

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X. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

ATTACHMENT A –STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT C – CONTRACT AFFIRMATIONS-V2.2
ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT-V.3.2
ATTACHMENT E – DATA USE AGREEMENT-TACCHO VERSION
ATTACHMENT F – FEDERAL ASSURANCES-V1.1
ATTACHMENT G – CERTIFICATION REGARDING LOBBYING
ATTACHMENT H – FFATA CERTIFICATION FORM

XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS001310500001

DEPARTMENT OF STATE HEALTH SERVICES

_____
Signature

Printed Name:_____

Title: _____

Date of Execution: _____

CITY OF MIDLAND HEALTH DEPARTMENT

DocuSigned by:
Whitney S. Craig, DrPH, MPH
Signature 0351B1B3F036D49F...

Printed Name: Whitney S. Craig, DrPH, MPH

Title: Health Services Manager

Date of Execution: March 23, 2023

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ATTACHMENT A
STATEMENT OF WORK
Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems

I. GRANTEE RESPONSIBILITIES

Grantee shall:

A. Make strategic investments to support hiring, retaining, and training the public health workforce and strengthen public health infrastructure and systems related to the workforce and foundational capabilities in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) from the Centers for Disease Control and Prevention (CDC).

B. Complete all activities required and allowable under this Contract by November 30, 2027 and complete all reports by the due dates listed in Article III.

C. Perform required activities intended to help meet critical infrastructure needs and make possible strategic investments that will have lasting effects on public health agencies. Recipients should prioritize recruiting and hiring staff who are from the communities and populations served. Recipients should demonstrate a commitment to diversity, health disparities, inclusion, and accessibility in their workforce recruitment and selection processes, communication, and outcomes. Required activities include:

1. Recruit and hire new public health personnel (professional, clinical, disease investigation, program and/or administrative); expand recruitment efforts; create new positions, improve hiring incentives; and create new hiring mechanisms. Personnel may be permanent full or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
2. Retain public health staff, strengthen retention incentives, and create promotional opportunities (e.g., career ladders, succession planning).
3. Support and sustain the public health workforce and strengthen workplace well-being programs and expand engagement with the workforce to address their mental, emotional, and physical well-being.
4. Train new and existing public health infrastructure grant staff and improve the quality and scope of training and professional development opportunities for staff.
5. Strengthen workforce planning, systems, processes, and policies; maintain and upgrade human resource systems; identify ways to better collect and use workforce data; and identify policies that could facilitate more efficient and effective workplace development and management.
6. Strengthen support for implementation of this grant.

D. Agree that funds cannot be used for research, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, to purchase vehicles of any kind (including mobile medical clinics), or to fund an award to another party or provider who is ineligible. Any furniture/cubicle or uniform/scrub purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) intended to influence the enactment or modification of any federal or state legislation or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or any

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executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.

E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as may be amended throughout the Grant Agreement term.

F. Maintain an inventory of equipment, supplies defined as controlled assets, and real property that were purchased with grant funds. Grantee shall submit an annual cumulative report of the equipment, controlled assets and other property on HHS System Agency Grantee's Property Inventory Report form to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled assets are considered supplies. Equipment includes tangible nonexpendable personal property with an acquisition cost of $5,000 or more and a useful life of more than one year.

G. For budget transfers, submit a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected.

Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but requires prior approval by System Agency and cannot exceed 25% of the total annual Contract value for each period ending on November 30. If the budget transfer(s) exceeds 25% of the total annual Contract value for a Contract period ending on November 30, alone or cumulatively, a Contract amendment is required.

After review, the System Agency Contract Manager shall provide notification of acceptance or disallowance to Grantee via email. If approved, the revised budget shall be deemed incorporated into the Contract.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

System Agency will develop performance measures in collaboration with the Grantee**.**

III. REPORTING REQUIREMENTS

A. Grantee shall be required to submit the reports detailed below, together with any additional reports requested by System Agency as necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency.

B. Grantee will provide and submit written reports, by electronic mail, in the format specified

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by System Agency. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received. Submit local health entity Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems progress reports and spend plans within the established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports must include status updates on program activities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due dates provided by System Agency or upon request constitutes breach of contract and may result in delay of payment or cancellation of the Grant Agreement. Reports should be sent electronically to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager.

Report	**Frequency**	**Due Date**
Program and Financial Progress Reports	Twice per calendar year	June 10 and December 10
Final Performance Report	End of Contract	January 15, 2028
Invoices/Requests for Reimbursement	Once per month	The last business day of the month following the month in which expenses were incurred
Grantee's Property Inventory Report	Once per year	October 15 annually through 2027

C. Submit the final performance report listed above that describes progress toward achieving the objectives and deliverables contained in this Contract to DSHSPHInfrastructureCo-Ag@dshs.texas.com and the assigned Contract Manager by January 15, 2028 (45 days after end of Contract period), using the template provided by System Agency.

IV. INVOICE AND PAYMENT

A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by System Agency. Forms should be mailed, faxed or e-mailed to the addresses below. Invoices will be due the last business day of the month following the month in which expenses were incurred.

B. Grantee shall submit a Financial Status Report (FSR) twice per calendar year for the term of the Contract, beginning on the effective date of the Contract through November 30, 2027.

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Contract Year	FSR Period 1	FSR 1 Due Dates	FSR Period 2	FSR 2 Due Dates
1	Effective Date - May 31, 2023	June 30, 2023	June 1, 2023 - November 30, 2023	December 30, 2023
2	December 1, 2023 - May 31, 2024	June 30, 2024	June 1, 2024 - November 30, 2024	December 30, 2024
3	December 1, 2024 - May 31, 2025	June 30, 2025	June 1, 2025 - November 30, 2025	December 30, 2025
4	December 1, 2025 - May 31, 2026	June 30, 2026	June 1, 2026 - November 30, 2026	December 30, 2026
5	December 1, 2026 - May 31, 2027	June 30, 2027	June 1, 2027 - November 30, 2027	January 15, 2028

All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail is acceptable.

1. For submission by mail, use address below:
   Department of State Health Services
   Claims Processing Unit, MC 1940
   P.O. Box 149347
   Austin, TX 78714-9347

2. For submission by fax, use number below:
   (512) 458-7442

3. For submission by e-mail, see requirements below:
   a. Form B-13 with supporting documentation and Form B-13A must be sent to invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov, with a copy to the System Agency contract manager.
   b. FSR must be sent to: invoices@dshs.texas.gov; FSRGrants@dshs.texas.gov; and with a copy to the System Agency contract manager.

C. Grantee will be reimbursed monthly in accordance with Attachment B, Budget, subject to all Contract requirements, applicable law and governing regulations.
Grantee shall include required and appropriate documentation with all reimbursement requests.

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ATTACHMENT B
BUDGET

Budget Categories	System Agency Funding Year 1	System Agency Funding Year 2	System Agency Funding Year 3	System Agency Funding Year 4	System Agency Funding Year 5	Summary
Personnel	$66,674.00	$113,292.00	$113,292.00	$15,970.00	$0.00	$309,228.00
Fringe Benefits	$25,336.00	$43,051.00	$43,051.00	$6,069.00	$0.00	$117,507.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies	$2,785.00	$0.00	$0.00	$0.00	$0.00	$2,785.00
Contractual	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$7,000.00	$7,000.00	$7,000.00	$4,686.00	$0.00	$25,686.00
Total Direct Costs	$101,795.00	$163,343.00	$163,343.00	$26,725.00	$0.00	$455,206.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Sum of Direct and Indirect Costs	**$101,795.00**	**$163,343.00**	**$163,343.00**	**$26,725.00**	**$0.00**	**$455,206.00**

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HEALTH AND HUMAN SERVICES
Contract Number HHS001310500001
Attachment C CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM*) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

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26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

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- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

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44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

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access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

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55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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Authorized representative on behalf of Contractor must complete and sign the following:

City of Midland Health Department

Legal Name of Contractor

City of Midland Health Department

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

City of Midland Health Department

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:
Whitney S. Craig, DrPH, MPH
[illegible]

Signature of Authorized Representative

March 23, 2023

Date Signed

Whitney S. Craig, DrPH, MPH

Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name

Health Services Manager

Title of Authorized Representative

3303 W. Illinois Ave Sp. 22

Physical Street Address

Midland, TX 79703

City, State, Zip Code

300 N. Loraine St

Mailing Address, if different

Midland, TX 79701

City, State, Zip Code

432-681-7645

Phone Number

432-699-6290

Fax Number

wcraig@midlandtexas.gov

Email Address

073186579

DUNS Number

17560006086016

Federal Employer Identification Number

17560006086

Texas Identification Number (TIN)

17560006086

Texas Franchise Tax Number

000

Texas Secretary of State Filing Number

CPZ1T3B85A64

SAM.gov Unique Entity Identifier (UEI)

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Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.2

Published and Effective – July 2022

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

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"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

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(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

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2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.

B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

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2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

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B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal

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threshold amount includes federal funds passed through by way of state agency awards.

iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 Submission of Audits and Financial Statements

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;

ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

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iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 State Assurances

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.

B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

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D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

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6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

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C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
   i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
   ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable.

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Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.

D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized

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representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

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ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
   i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
   ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
   iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
   iv. suspending all or part of the Grant Agreement;
   v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
   vi. recouping payments made by the System Agency to the Grantee found to be in error;
   vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
   viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
   ix. withholding release of new grant agreements; and
   x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

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i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

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C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM

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AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

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11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
   i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
   ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
   iii. Applying to all employees and visitors in this designated area; and
   iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt,

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obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
   i. Make public policy on behalf of the System Agency;
   ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
   iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services

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under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

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11.15 No Implied Waiver of Provisions

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 Funding Disclaimers and Labeling

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 Media Releases

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 Prohibition on Non-Compete Restrictions

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 Sovereign Immunity

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the

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System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or

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pending involving the Grantee. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Grantee’s financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

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(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

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with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

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legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

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(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

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(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

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- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

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(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

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(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

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(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

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(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

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(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

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(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

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enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Whitney S. Craig, DrPH, MPH 83EBFB35036D49F...	Health Services Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Midland Health Department	March 23, 2023

Standard Form 424B (Rev. 7-97) Back

DocuSign Envelope ID: C1BAC616-9B24-4B87-BF67-CEADD65F7AA3

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	City of Midland Health Departmetn
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	
* First Name:	Whitney
Middle Name:	
* Last Name:	Craig
Suffix:	
* Title:	Health Services Manager
* SIGNATURE:	DocuSigned by: Whitney S. Craig, DrPH, MPH 83EBFB35036D49F...
* DATE:	March 23, 2023

DocuSign Envelope ID: C1BAC616-9B24-4B87-BF67-CEADD65F7AA3

TEXAS Health and Human Services | Texas Department of State Health Services

Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact: (Name, Email and Phone Number):**
City of Midland Health Department	Crystal Garcia crgarcia@midlandtexas.gov 432-685-7218
Primary Address of Contractor:	**Zip Code: 9-digits required www.usps.com**
3303 W. Illinois Ave Sp. 22 Midland, TX 79703	79703-6213
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	**State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:**
CPZ1T3B85A64	17560006086016

Printed Name of Authorized Representative:	**Signature of Authorized Representative**
Whitney S. Craig, DrPH, MPH	DocuSigned by: Whitney S. Craig, DrPH, MPH 83EBFB35036D49F...
Title of Authorized Representative	**Date Signed**
Health Services Manager	March 23, 2023

DocuSign Envelope ID: C1BAC616-9B24-4B87-BF67-CEADD65F7AA3

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes ☐ No ☐

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes ☐ No ☐

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes ☐ No ☐

If your answer is "Yes" to this question, where can this information be accessed?

-

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

-

DocuSign

Certificate Of Completion

Envelope Id: C1BAC6169B244B87BF67CEADD65F7AA3
Subject: HHS001310500001 City of Midland Base
Source Envelope:
Document Pages: 72
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 5
Initials: 0

Status: Sent

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.8

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Status: Original
3/21/2023 11:36:45 AM

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Location: DocuSign

Signer Events	Signature	Timestamp
Whitney S. Craig, DrPH, MPH wcraig@midlandtexas.gov Health Services Manager City of Midland Health & Senior Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/23/2023 11:17:40 AM ID: f94e80d8-45b4-4acc-bd9f-10f8dbb97f00	DocuSigned by: Whitney S. Craig, DrPH, MPH 83EBFB35036D49F... Signature Adoption: Pre-selected Style Using IP Address: 65.36.71.2	Sent: 3/23/2023 11:07:04 AM Viewed: 3/23/2023 11:17:40 AM Signed: 3/23/2023 4:00:32 PM
Jonah Wilczynski Jonah.Wilczynski@dshs.texas.gov Unit Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/23/2023 3:49:06 PM ID: 0a8e5474-f48b-491c-b4c4-b5b972f04831		Sent: 3/23/2023 4:00:37 PM
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/5/2022 12:43:08 PM ID: f01589da-43a7-481e-996a-7c50409e5d48		
Dave Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/3/2021 4:48:45 PM ID: bd2f4497-b4dc-4c51-9974-71b86780cff4		

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

Kristiana Flores

Kristiana.Flores@dshs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Boggs

jennifer.boggs@dshs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

CMS Internal Routing Mailbox

cms.internalrouting@dshs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2023 12:10:43 PM
Envelope Updated	Security Checked	3/23/2023 11:07:03 AM
Envelope Updated	Security Checked	3/23/2023 11:07:03 AM
Envelope Updated	Security Checked	3/23/2023 11:07:04 AM
Envelope Updated	Security Checked	3/23/2023 11:07:04 AM
Envelope Updated	Security Checked	3/23/2023 11:07:04 AM
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Envelope Updated	Security Checked	3/23/2023 11:07:04 AM
Envelope Updated	Security Checked	3/23/2023 11:07:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

City Council Meeting

Item Number: 14

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Whitney Craig, Manager, Health and Senior Services

Subject: MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $114,222.32 FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF REFUGEE IMMUNIZATION SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

Purpose:

Motion authorizing the acceptance of additional grant funds from the U.S. Committee for Refugees and Immigrants in the amount of $114,222.32 to assist the City of Midland Health Services Division (the “City”) with the funding and delivery of refugee immunization services; authorizing the City Manager or his designee to execute all necessary acceptance documents; and authorizing and directing the City Treasurer to deposit said grant funds into the General Fund.

Recommended City Council Action:

Approve

Fiscal Impact:

$114,222.32 in additional grant funds from the U.S. Committee for Refugees and Immigrants.

Discussion:

The Midland Health Department is seeking approval for the acceptance of these additional funds. These funds are instrumental in allowing the City to provide services to the community.

The Refugee and Immigrants Immunization grant is accepted annually and we were initially awarded $63,234.00. This is a request for approval of additional funding to this grant.

Morris Williams Jr.

City Manager's Office

U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS

EVERYONE. EVERYWHERE EQUAL VALUE.

February 27, 2023
Midland Health and Senior Services
PO Box 4905
Midland, Texas 79704

Refugee Medical Screening Grant Amendment

This document serves as an amendment to USCRI's contract for Refugee Medical Screening (RMS) services with Midland Health and Senior Services for FY23. Revisions to your budget were made to reflect the increased number of refugee arrivals to your area.

Organization Name	Midland Health and Senior Services
Contract Number	2023-MIDTX-07
Award Name	Refugee Medical Screening
Award Start Date	October 1, 2022
Award End Date	September 30, 2023

The revised budget categories are under "personnel" and "other".

- Other costs may include but are not limited to: consultant costs, local travel, insurance, professional services, audit charges space and equipment rental printing and reproduction, etc.
- Personnel cost include Immunization Nurse

FY23 Budget Categories for Midland Health and Senior Services

Budget Categories	USCRI Funds Requested	Cash Match	In-Kind Match Contributions	Category Total
Personnel	$12261.76			$12261.76
Fringe Benefits	$5272.56			$5272.56
Travel	$0			$0
Equipment	$0			$0
Supplies	$0			$0
Contractual	$0			$0
Other	$159922.00			$159922.00
Total Direct Costs	$177456.32			$177456.32
Indirect Costs	$0			$0
Totals	$177456.32			$177456.32

U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS

EVERYONE.
EVERYWHERE.
EQUAL VALUE.

Contract Amendment Effective Date: February 27, 2023

To indicate that you comply with the budget revision set forth in this document, please provide an authorized signature and scan a copy of this addendum to Abdella Yusuf at ayusuf@uscridc.org

In witness hereof, USCRI and Midland Health and Senior Services have caused this amendment to be executed by their duly authorized representatives.

U.S. Committee for Refugees

Eskinder Negash, President and CEO

3/17/2023
Date

Midland Health and Senior Services

Whitney Craig, Health and Senior Services Manger

3/24/2023
Date

U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS

EVERYONE. EVERYWHERE. EQUAL VALUE.

Refugee Medical Screening
BASE CONTRACT 2023-MIDTX-07

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and Midland Health and Senior Services, a governmental entity, (collectively, the Parties).

1. **Purpose of the Contract:** USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.

2. **Total Amount:** The total amount of this Contract is $63,234.00. In the event that an amendment to the budget is required, only the budget section of the contract will be revised.

3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding for this Contract, USCRI may restrict, reduce, or terminate funding under this Contract prior to September 30, 2022.

4. **Term of the Contract:** This Contract begins on 10/01/2022 and ends on 9/30/2023. USCRI has the option, in its sole discretion, to renew the Contract. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority:** As applicable, USCRI enters into this Contract under the authority of the Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; the Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; and the Victims of Trafficking and Violence Protection Act of 2000, Public Law 106-386.

6. **Program Name:** Refugee Immunizations

7. **Statement of Work:**

Section I: OVERVIEW

A. This Contract covers vaccinations to eligible adults (vaccinations for children are handled under the Vaccines for Children Program, outside of the scope of this Contract).

B. Contractor shall provide services to, and ensure client eligibility for the following: Department of Health and Human Services Office of Refugee Resettlement (ORR) service and benefit-eligible Refugees, Amerasians, Cuban/Haitian Entrants, Asylees, (Afghan, Ukrainian) Humanitarian Parolees, and U. S. Department of Health and Human Services Office on Trafficking in Persons (OTIP)-certified victims of severe forms of trafficking, certain Iraqis and Afghans granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR.

C. Services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak sufficient English.

Section II: SERVICES

Contractor must perform the following activities under this Contract:

A. Maintain capability to provide proper immunizations, and provide those immunizations as well as other associated services as described herein, to adult, eligible clients. Immunizations which must be provided are listed here: http://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html#tbl

B. Contract must complete the required Vaccination Record section of the United States Citizen and Immigration Services (USCIS) form I-693 (see http://www.uscis.gov/i-693) and the Report of Medical Examination and Vaccination Record. Contractor must complete Part Three – Civil Surgeon's Certification, for Official Refugees (only) seeking to adjust their status to permanent lawful resident, as described in 2009 technical Instructions for Vaccination for Civil Surgeons.

C. Contractor shall perform the activities required under this Contract in the Service Area designated in Item VII, "Service Area" of this contract.

Section III: FUNDS

A. Refugee Medical Assistance (RMA) funds provided to Contractor under this Contract are intended to support and defray actual vaccine costs for adult RMA Program-eligible clients. Funds may also be used for other contract-related activities such as program personnel costs, supplies, and necessary interpreter support.

B. Funding to Contractor can only be used to support contracted activities. Funds used outside of this scope are considered supplanting. If supplanting is identified, USCRI reserves the right to decrease funding and avail itself of any other remedies available by law.

C. Costs of screening, assessments and treatments should be first recovered by Contractor through Medicaid or, Refugee Medical Assistance (via Point Comfort Underwriters) whenever possible. Maximum use of other public health program resources (e.g., funds for immunizations, tuberculosis, etc.) should be used to extent that they are available for use for these patients.

D. Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided, and shall makes those records immediately available to USCRI upon request.

E. Contractor shall perform all activities in accordance with Contractor's final, and detailed budget as approved by USCRI and with program guidelines. New and/or revised guidelines will be communicated to Contractor.

F. USCRI reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.

G. USCRI monitors Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Contract, Contractor's budget may be subject to a decrease for the remainder of the Contract terms. Vacant positions existing after ninety (90) days may result in a decrease in funds.

H. Contractor agrees to read and comply with 2 CFR §200.501, Audit Requirements, and work with USCRI staff regarding the management of funds received under this Contract.

Section IV: PERFORMANCE MEASURES

USCRI will monitor the Contractor's performance of the requirements in the Statement of Work and compliance with the other provisions of this Contract.

Section V: REPORTING REQUIREMENTS

Contractor shall:

A. Submit program and fiscal reports. Reports should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address
Attention: Director of Refugee Health Services
U.S. Committee for Refugees and Immigrants
Department of Refugee Health Services
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address
RMSTX@uscrimail.org

B. Program reports shall utilize the form provided by USCRI and include, but not be limited to:

1. Clinic Location
2. Date of Service
3. Full Name
4. Alien Number
5. Date of Birth
6. Arrival Date in U.S
7. Country of Origin
8. Immigration Status
9. Re-located From Which State; and
10. Vaccinations given to adults only.

C. Program reports are due by the 10th of each month, following the month of service.

D. Fiscal reports shall include, but not be limited to:

1. Annual single audit in accordance with 2 CFR §200.514 and other applicable federal, state and local guidance; and
2. Financial statement in accordance with 2 CFR §200.510 and other applicable federal, state and local guidance.

E. Other program and financial status reports according to the template and instructions provided by USCRI.

F. Fiscal reports shall reflect the following reporting periods and submission due dates:

Reporting Period		Due Date
Start Date	End Date	
October 1, 2022	December 31, 2022	January 9, 2023
January 1, 2023	March 31, 2023	April 8, 2023
April 1,2023	June 30, 2023	July 8, 2023
July 1, 2023	September 30, 2023	October 7, 2023

G. Failure to submit reports shall constitute a breach of contract.

Section VI: BILLING INSTRUCTIONS:

A. Contractor shall request payments using the USCRI's Purchase Voucher form and acceptable supporting documentation and detailed expenses for reimbursement of the required services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address
Attention: Director of Finance and Compliance
U.S. Committee for Refugees and Immigrants
Department of Finance and Compliance
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address
rhsinvoice@uscridc.org

B. Request for payments should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20th business day of the month in which the request for payment was made. Requests for payments received after the 10th business day will be processed in the ensuing month.

C. Contractor shall close all requests for payment within 45 calendar days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process request for payments made after the closing period.

8. **Service Area**
City of Midland and surrounding areas.

9. **Award Information:**
   Award Name: Refugee Immunizations
   Award Number: 2023-MIDTX-07
   Award Start Date: October 1, 2022
   Award End Date: September 30, 2023

10. **Renewals**
    Number of Renewals Remaining: 0
    Date Renewals Expire: September 30, 2023

11. **Payment Method**
    Cost Reimbursement

12. **Source of Funds**
    Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant Assistance State Administered Programs

13. **EIN Number**
    75-600608

14. **UEI Number**
    CPZ1T3B85A64

15. **Special Provisions**

A. Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and all other applicable rules concerning the confidentiality of medical records, including providing each patient with a Notice of Privacy Practices and responding to patients' requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications. Parties agree to enter into and adhere by a Business Associate Agreement per HIPAA requirements.

B. Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf, unless required (or permitted without patient consent) by law in accordance with HIPAA and the Texas Health and Safety Codes; however, USCRI may require Contractor, or any subcontractor, to timely transfer a client or patient record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

C. USCRI shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, USCRI shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

D. Contractor must submit all amendment and revision requests in writing to USCRI's Department of Refugee Health Services at least 90 days prior to the end of the term of this Contract.

16. **Governing Law and Venue**
This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the City of Midland Health if the lawsuit arises in Federal Court or City of Midland Health if the matter arises in State Court.

17. **Documents Forming Contract**
The Contract consists of the following:

A.	Contract (this document)	2023-MIDTX-07
B.	Attachments	Budget
C.	Declarations	Certification Regarding Lobbying Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCRI and Contractor and incorporated herein.

18. **Payee**
The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract.

Name:	Midland Health and Senior Services
Employer Identification Number:	75-600608

19. **Entire Agreement**
The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

20. **Liability**
Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

U.S. Committee for Refugees and Immigrants

Eskinder Negash

Signature of Authorized Official

9/1/22

Date

Eskinder Negash
President and CEO
2231 Crystal Drive
Suite 350
Arlington, VA 22202

(703) 310-1130
RMSTX@uscrimail.org

Midland Health and Senior Services

Whitney S. Craig, DrPH, MPH

Digitally signed by Whitney S. Craig, DrPH, MPH
DN: cn=Whitney S. Craig, DrPH, MPH, o=City of Midland, ou=Health Services, email=wcraig@midlandtexas.gov, c=US
Date: 2022.09.15 15:16:07 -05'00'

Signature of Authorized Official

9/15/22

Date

Whitney Craig
Health and Senior Services Manager
PO Box 4905
Midland, Texas 79704

Organization Name:	Midland Health and Senior Services	Program ID:	Refugee Immunization
Contract Number	2022-MIDTX-07		

Budget Categories

Budget Categories	USCRI Funds Requested	Cash Match	In-Kind Match Contributions	Category Total
Personnel	$0.00			$0.00
Fringe Benefits	$0.00			$0.00
Travel	$0.00			$0.00
Equipment	$0.00			$0.00
Supplies	$3,576.00			$3,576.00
Contractual	$0.00			$0.00
Other	$59,658.00			$59,658.00
Total Direct Costs	$63,234.00			$63,234.00
Indirect Costs	$0.00			$0.00
Totals	$63,234.00			$63,234.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Midland Health and Senior Services

Contract Number: 2023-MIDTX-07

The undersigned certifies, to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☐ Applicable ☑ Non-Applicable

Whitney S. Craig, DrPH, MPH

Digitally signed by Whitney S. Craig, DrPH, MPH
DN: cn=Whitney S. Craig, DrPH, MPH, o=City of Midland, ou=Health Services, email=wcraig@midlandtexas.gov, c=US
Date: 2022.09.15 15:15:13 -05'00'

Whitney Craig

9/15/22

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which USCRI relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, USCRI may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to USCRI if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to USCRI detailing which of the below statements it cannot certify and why.

Organization Name:	Midland Health and Senior Services		
Address:	PO Box 4905	State:	Texas
City:	Midland	Zip Code (9 digit):	79704
Payee Name:	Midland Health and Senior Services		
Address:	PO BOX 4905	State:	TX
City:	Midland	Zip Code (9 digit):	79704-4905
EIN:	75-600608	Mail Code:	016
Payee UEI No.:	CPZ1T3B85A64		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?
   ☑ Yes ☐ No

2. Certification Regarding % of Annual Gross from Federal Awards.
   Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
   ☐ Yes ☑ No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
   Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
   ☑ Yes ☐ No

4. Certification Regarding Public Access to Compensation Information.
   Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☑ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers. Example: John Blum: $500,000; Mary Redd: $500,000; Eric Gant: $400,000; Todd Platt: $300,000; Sally Tom: $300,000.

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1
Name: Angela Schlemeyer
Email: aschlemeyer@midlandtexas.gov
Telephone: 432-685-7219

FFATA Contact Person #2
Name: Crystal Garcia
Email: crgarcia@midlandtexas.gov
Telephone: 432-685-7218

☑ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Whitney S. Craig, DrPH, MPH

Digitally signed by Whitney S. Craig, DrPH, MPH
DN: cn=Whitney S. Craig, DrPH, MPH, o=City of Midland, ou=Health Services, email=wcraig@midlandtexas.gov, c=US
Date: 2022.09.15 15:23:16 -05'00'

9/15/22
Date

City Council Meeting

Item Number: 15

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 47, BEING A PLAT OF A 37.62-ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF LEISURE DRIVE AND SOUTH LOOP 250 WEST) (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Parkhill, is requesting to plat of a 37.62-acre tract of land out of the Northeast quarter of Section 48, Block 40, T-1-S, T & P. R.R. Co. Survey, City and County Midland, Texas for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned District

Discussion:

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

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: See transportation's comment. [For the Applicant's information only.]

PAVING: S. LOOP 250 Frontage Road is TxDOT facility, built and maintained by TxDOT, no improvements required. Thomason roadway okay as is. Tradewinds roadway okay as is. Leisure roadway okay as is. No public paving improvements required. [For the Applicant's information only.]

WATER: 12" water exists in S. Loop 250, okay as is. 16" water exists in Thomason, okay as is. 16" water exists in Tradewinds, okay as is. 12" water exists in Leisure, okay as is. No public water improvements required. [For the Applicant's information only.]

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

PRO RATA: None. [For the Applicant's information only.]

SEWER: 8" sewer exists in Thomason, okay as is. 12" sewer exists in Tradewinds, okay as is. 8" sewer exists in Leisure, okay as is. No public wastewater improvements required. [For the Applicant's information only.]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant's Information Only.]

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

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

DIMENSION: * * *

OTHER:

- Note 4 on the plat face calls out Westridge Park Addition, Section 45. Revise to call out the correct title of the plat. [For Applicant's Information Only.]

- FEMA Firm data on the plat face is incorrect. The FIRM panel should be #48329C0182F. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued. The TxDOT Driveway Permit Coordinator is Rachael Ramirez (Rachael.Ramirez@txdot.gov, 432-498-4789). [For the Applicant's information only.]

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

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

CODE COMPLIANCE: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No construction is allowed on top of P&A wells.

GIS: (Approved)

Missing call along Leisure Dr. Cannot confirm that plat closes. Lot 1 and Drainage Reserve need calls to separate them from each other and lot 2 because the shape is irregular. Easements need calls as well for the same reason, primarily the 20' SL Easement for Lot 1. Easements being dedicated with this plat should say Hereby Dedicated, or if they have already been dedicated with another plat they should show document numbers. Drainage Reserve should be a separate lot.

CRMWD: (Approved)

We do not have any comments on this plat.

PLANNING: (Approved with Conditions)

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

Change “Suddenlink Communications” to “Optimum”. [For the Applicant’s information only.]

Show existing and proposed easements. Add to notes: “A blanket access easement to all 3 lots. Note 4 provides a blanket access easement to the City of Midland for trash pickup only”. [For the Applicant’s information only.]

Provide the recorded restrictive covenants on the face of the plat. [Midland City Code 11-2-3(D)4(c)]

Double check metes and bounds and add calls. [Midland City Code 11-2-3(D)4.]

The acreage of the lots adds up to 37.64 acres. Verify acreage. [Informational]

MCAD shows that Westridge Village, LP owns 38.093 acres. Provide proof that Westridge Village, LP owns 38.22 acres. [Informational]

Staff recommends approval of the Preliminary Plat of Westridge Park Addition, Section 47 subject to conditions A through D.

Conditions:

A. **Approval of this preliminary plat is conditioned upon City Council approving the preliminary plat, as it is greater than 25 acres. [Midland City Code § 11-2-3(D)11(a)6].**

B. **Approval of this preliminary plat is conditioned upon identifying the recorded restrictive covenants on the face of the plat. [Midland City Code 11-2-3(D)4(c)]**

C. **Approval of this preliminary plat is subject to the plat including a drawing of the boundary description which has been prepared by a registered surveyor and shall bear his seal, signature and date on each sheet and a statement that the boundary description shown thereon accurately describes the survey of the tract boundary conducted by said surveyor. Midland City Code 11-2-3(D)4.**

D. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.**

Attachments:

Application
Proposed Preliminary Plat
Maps

Morris William Jr.

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-22-0554
Case Number: P-23-1580

Proposed Subdivision Plat Name: Westridge Park Addition, Section 47

Legal Description (attached sealed Metes and Bounds): Being a 38.22 Ac. tract of land located in Northeast Quarter of Section 48, Block 40, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas

Property Owner Printed Name: Westridge Village, LP		Phone (713) 266-1101 Email	
Address 1885 St James Place, Suite 1100	City Houston	State Tx	Zip 77056

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6883.19)		Phone (432) 697-1447 Email jwallender@Parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Current Zoning: PD - Ordinance 9949

Reason for Platting: Dividing into lots for commercial use

Plat Information	Total Acreage:	38.22 Ac.

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 5 | Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No
If yes, contact the City Engineer at (432) 685-7286

Provisions

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

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

Property Owner (signature): Alan D Feinsilver | Date: NOV 8, 2022

Property Owner (printed) : ALAN D FEINSILVER

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

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

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Shelby Freeman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Westridge Village, LP 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.

Shelby Freeman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of March, 20 23, to certify which witness my hand and seal of office.

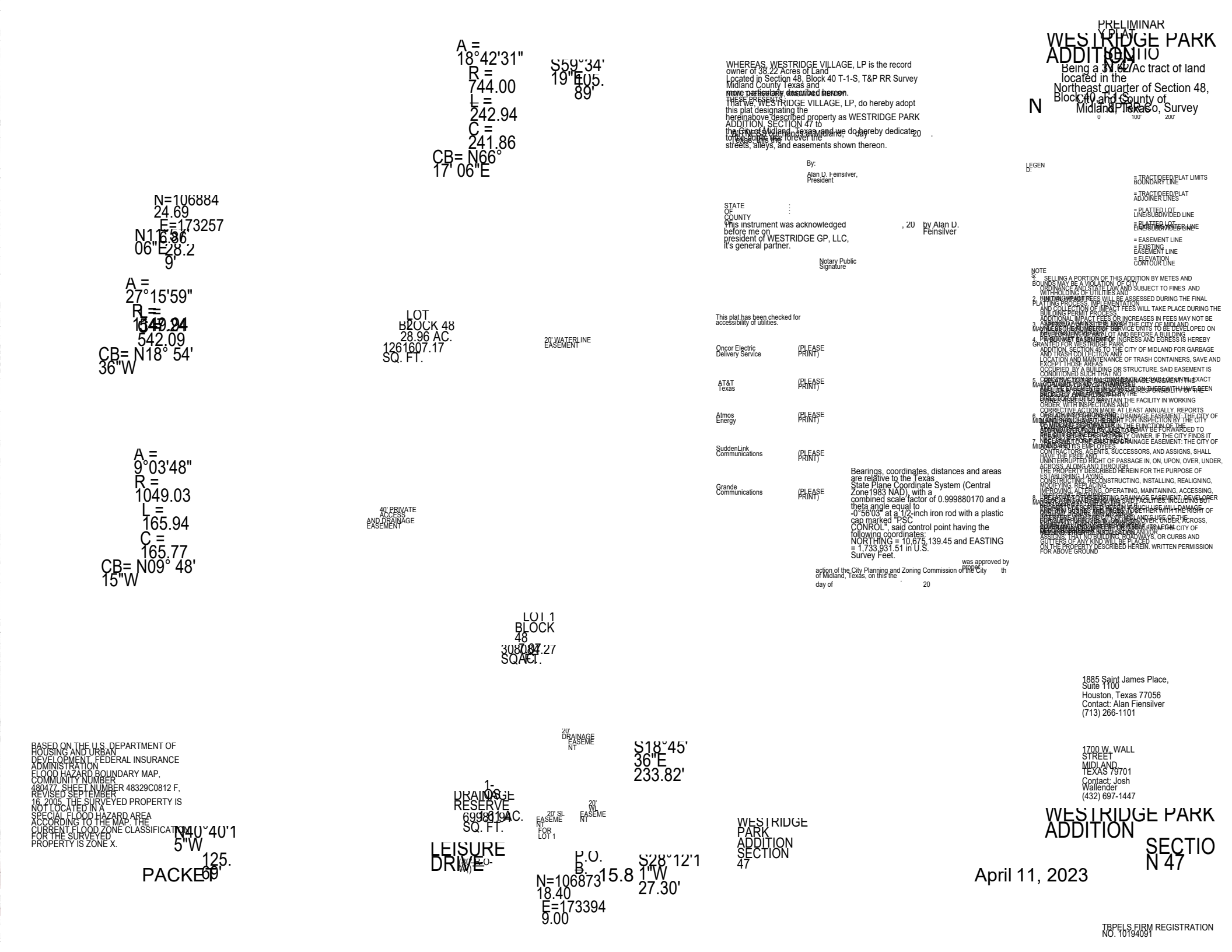
AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

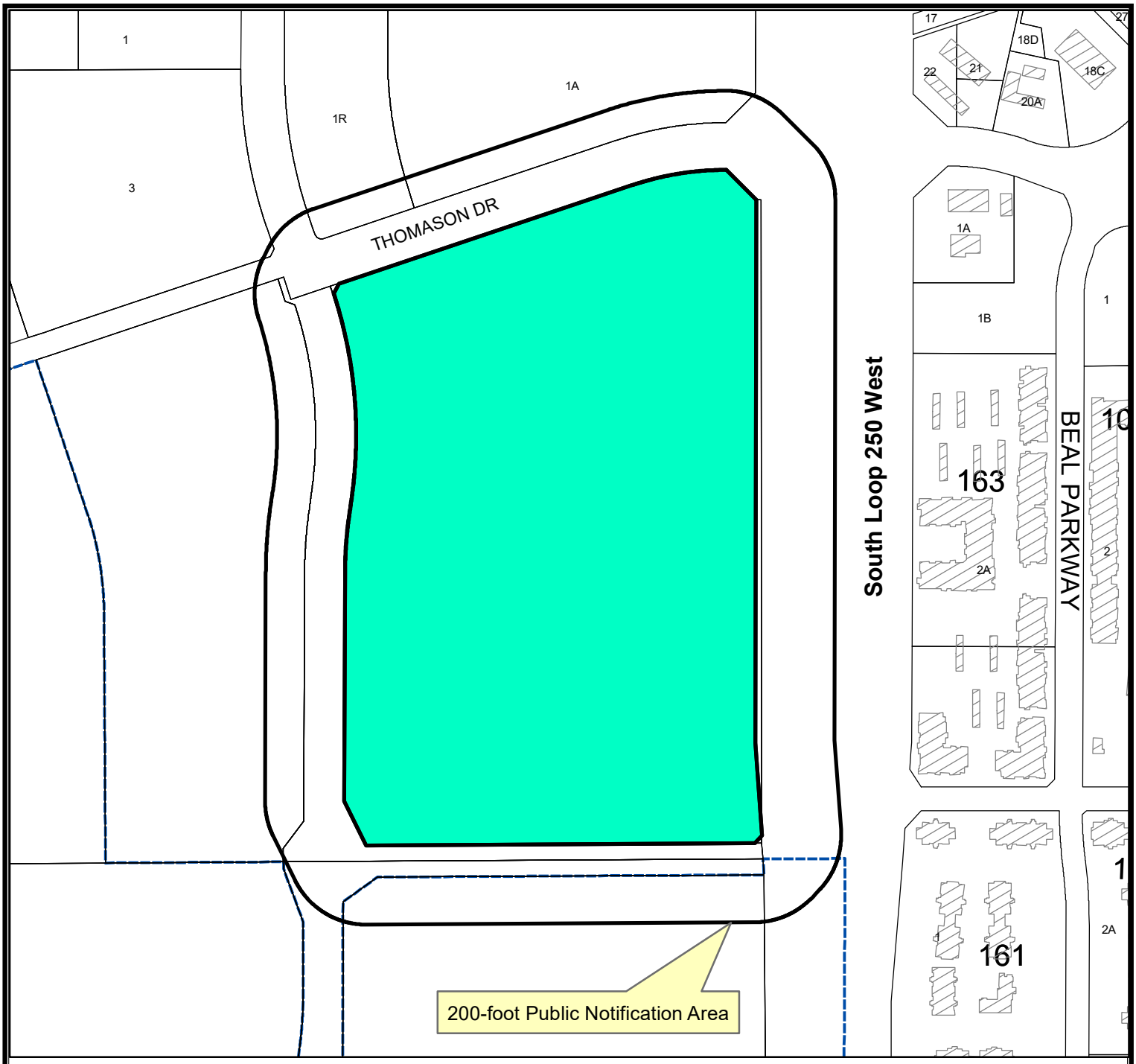
Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☐ 1 Copy of Plat (11x17)	
Check #_____		
Received By:	Date:	

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


PRELIMINAR
Y PLAT
WESTRIDGE PARK
ADDITION
Being a 31.62Ac tract of land
located in the
Northeast quarter of Section 48,
Block 40, T-1-S,
City and County of
Midland, Texas, Survey
N
0
100'
200'
WHEREAS, WESTRIDGE VILLAGE, LP is the record
owner of 38.22 Acres of Land
Located in Section 48, Block 40 T-1-S, T&P RR Survey
Midland County Texas and
more particularly described hereon.
THESE PRESENTS
That we, WESTRIDGE VILLAGE, LP, do hereby adopt
this plat designating the
hereinabove described property as WESTRIDGE PARK
ADDITION, SECTION 47 to
the City of Midland, Texas and we do hereby dedicate
to the use of the public forever the
streets, alleys, and easements shown thereon.
By:
Alan D. Feinsilver,
President
STATE OF
COUNTY OF
This instrument was acknowledged before me on , 20 by Alan D. Feinsilver
president of WESTRIDGE GP, LLC,
it's general partner.
Notary Public
Signature
This plat has been checked for
accessibility of utilities.
Oncor Electric Delivery Service (PLEASE PRINT)
AT&T Texas (PLEASE PRINT)
Atmos Energy (PLEASE PRINT)
SuddenLink Communications (PLEASE PRINT)
Grande Communications (PLEASE PRINT)
Bearings, coordinates, distances and areas
are relative to the Texas
State Plane Coordinate System (Central
Zone1983 NAD), with a
combined scale factor of 0.999880170 and a
theta angle equal to
-0°56'03" at a 1/2-inch iron rod with a plastic
cap marked "PSC
CONROL", said control point having the
following coordinates:
NORTHING = 10,675,139.45 and EASTING
= 1,733,931.51 in U.S.
Survey Feet.
was approved by
proper
action of the City Planning and Zoning Commission of the City th
of Midland, Texas, on this the .
day of 20
LEGEND:
= TRACT DEED/PLAT LIMITS BOUNDARY LINE
= TRACT DEED/PLAT ADJOINER LINES
= PLATTED LOT LINE/SUBDIVIDED LINE
= PLATTED LOT EASEMENT LINE/SUBDIVIDED LINE
= EASEMENT LINE
= EXISTING EASEMENT LINE
= ELEVATION CONTOUR LINE
NOTE
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND
2. BUILDING PERMIT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS.
ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE
3. APPROVAL OF THIS PLAT BY THE CITY OF MIDLAND MAY NOT BE RELIED UPON AS THE BASIS FOR THE SERVICE UNITS TO BE DEVELOPED ON
BUILDING PERMIT AND BEFORE A BUILDING
4. PUBLIC ACCESS FOR INGRESS AND EGRESS IS HEREBY GRANTED FOR WESTRIDGE PARK
ADDITION, SECTION 45 TO THE CITY OF MIDLAND FOR GARBAGE AND TRASH COLLECTION AND
LOCATION AND MAINTENANCE OF TRASH CONTAINERS, SAVE AND EXCEPT THOSE AREAS
OCCUPIED BY A BUILDING OR STRUCTURE. SAID EASEMENT IS CONDITIONED SUCH THAT NO
5. CONSTRUCTION SHALL COMMENCE ON SUBLOT WITH EXACT
MAINTENANCE AND CONTINUES
AND LOTS IN THIS EASEMENT IS THE RESPONSIBILITY OF THE
6. DRAINAGE EASEMENT: THE CITY OF
MIDLAND SHALL HAVE THE RIGHT FOR INSPECTION BY THE CITY
OF MIDLAND PERSONNEL IN THE FUNCTION OF THE
7. NECESSARY TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF
MIDLAND AND ITS EMPLOYEES,
CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL
HAVE THE FREE AND
UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER,
ACROSS, ALONG AND THROUGH
THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF
ESTABLISHING, LAYING,
CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING,
MODIFYING, REPLACING,
IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING,
8. EXISTING DRAINAGE EASEMENT: DEVELOPER
MAINTENANCE OF THE FACILITIES, INCLUDING BUT
9. ALL LOTS WITHIN THIS PLAT ARE REQUIRED TO
DRAINAGE EASEMENTS AND/OR
10. ALL LOTS WITHIN THIS PLAT ARE REQUIRED TO
DRAINAGE EASEMENTS AND/OR
ASSIGNS, TOP, NO BUILDING, ROADWAYS, OR CURBS AND
GUTTERS OF ANY KIND WILL BE PLACED
ON THE PROPERTY DESCRIBED HEREIN. WRITTEN PERMISSION
FOR ABOVE GROUND
1885 Saint James Place,
Suite 1100
Houston, Texas 77056
Contact: Alan Fiensilver
(713) 266-1101
1700 W. WALL
STREET
MIDLAND,
TEXAS 79701
Contact: Josh
Wallender
(432) 697-1447
WESTRIDGE PARK
ADDITION
SECTION 47
April 11, 2023
TBPELS FIRM REGISTRATION
NO. 10194091
A = 18°42'31"
R = 744.00
L = 242.94
C = 241.86
CB= N66° 17' 06"E
S59°34' 19"E
405.89'
N=106884 24.69
E=173257 6.36
N17°36' 06"E
28.29'
A = 27°15'59"
R = 1049.24
L = 499.24
C = 494.54
CB= N18° 54' 36"W
542.09
LOT 1 BLOCK 48 28.96 AC. 1261607.17 SQ. FT.
20' WATERLINE EASEMENT
40' PRIVATE ACCESS AND DRAINAGE EASEMENT
A = 9°03'48"
R = 1049.03
L = 165.94
C = 165.77
CB= N09° 48' 15"W
LOT 1 BLOCK 48 30808.27 SQ. FT.
20' DRAINAGE EASEMENT
S18°45' 36"E
233.82'
1-
DRAINAGE RESERVE
699801.94 SQ. FT.
20' SL EASEMENT FOR LOT 1
20' UN EASEMENT
LEISURE DRIVE
P.O.B. N=106873 18.40 E=173394 9.00
S28°12'1 1"W
27.30'
WESTRIDGE PARK ADDITION SECTION 47
BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0812 F, REVISED SEPTEMBER 16, 2005, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE CURRENT FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X.
N40°40'1 5"W
125.
PACKER



LOCATION MAP

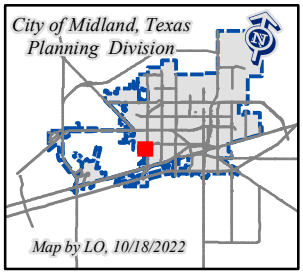
SUB-22-0554 **Scale: 1" = 4,336'**

Proposed plat of Westridge Park Addition, Section 47, being a plat of a 37.62-acre tract of land out of the NE/4 of Section 48, Block 40, T-1-S, T & P. R.R. Co. Survey, City and County Midland, Texas.

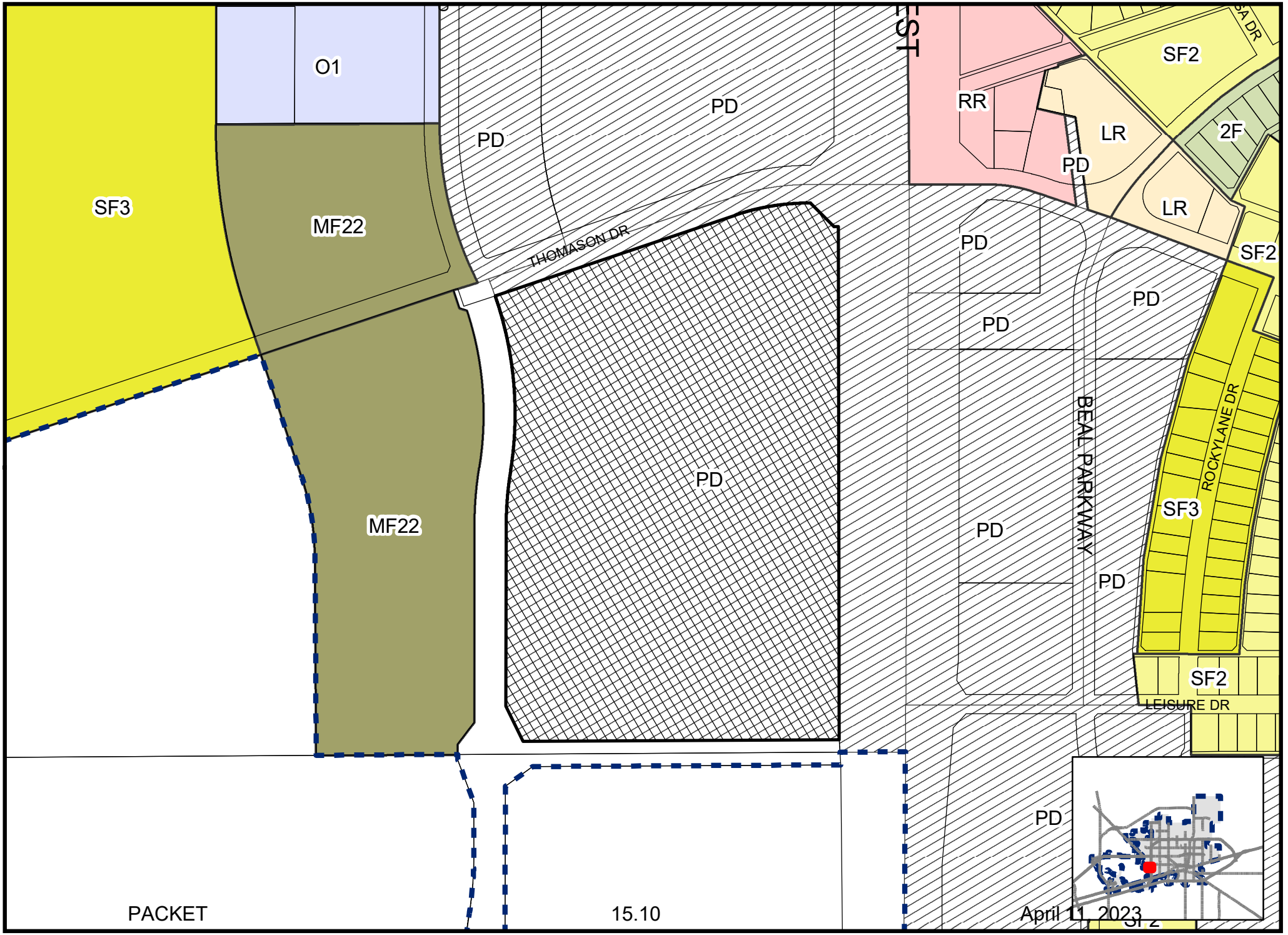
Generally located northwest of the intersection of Leisure and South Loop 250 West. (Council District 4).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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



Map By ES, 10/21/2022

SUB-22-0554

Scale: 1" = 4,574'

ZONING MAP

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City Council Meeting

Item Number: 16

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Jose Ortiz, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY PROVIDING (1) THAT THE CITY OF MIDLAND SHALL ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO EXTEND OCCIDENTAL PARKWAY TO ELKINS ROAD AND SHALL DESIGN SAID EXTENSION OF OCCIDENTAL PARKWAY, AND (2) THAT MIDLAND COUNTY SHALL CONSTRUCT SAID EXTENSION OF OCCIDENTAL PARKWAY (DISTRICT 1) (ENGINEERING SERVICES)

Purpose:

MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY PROVIDING (1) THAT THE CITY OF MIDLAND SHALL ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO EXTEND OCCIDENTAL PARKWAY TO ELKINS ROAD AND SHALL DESIGN SAID EXTENSION OF OCCIDENTAL PARKWAY, AND (2) THAT MIDLAND COUNTY SHALL CONSTRUCT SAID EXTENSION OF OCCIDENTAL PARKWAY

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Discussion:

The City of Midland needs an east/west corridor north of Loop 250 to provide better circulation for vehicular traffic movement to the newly established developments in northeast Midland.

The proposed draft alignment has been planned/engineered and City staff has been working in coordination with Midland County during the development of the proposed roadway. This

coordination was appropriate because Midland County is interested in funding the construction of the roadway to county standards from Carriage Road to Elkins Road.

The general alignment for Occidental Parkway is shown on both the 2020 Thoroughfare Plan and the Tall City Tomorrow Comprehensive Plan. Parcels for acquisition have been identified and staff is prepared to begin the negotiations for the needed ROW upon approval of the resolution from the City Council.

Staff supports accepting this motion. Attached is a location map illustrating the location of the roadway project.

Morris Williams Jr.

City Manager's Office

INTERLOCAL AGREEMENT

THIS AGREEMENT ("*Agreement*") is made and entered into, as of the Effective Date hereof, by and between **Midland County, Texas**, a body corporate and politic under the laws of the State of Texas ("*Midland County*") and the **City of Midland**, a home-rule municipal corporation ("*City*").

WITNESSETH:

WHEREAS, City and County have an interest in the extension of Occidental Parkway to Elkins Road; and

WHEREAS, the extension of Occidental Parkway will require the acquisition of right of way along with the design and construction of the new roadway; and

WHEREAS, City and County agree that it would be beneficial to each of the parties and to the cities of County and the City of Midland to share in the creation of the new roadway; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, County and City, in consideration of these mutual covenants and agreements, agree as follows:

I.

The purpose of this Agreement is to enable the parties to extend Occidental Parkway to Elkins Road. Neither party will pay any funds to the other party as a result of this agreement.

II.

City will acquire the necessary right of way and obtain the design of new roadway. The design of the new roadway will include details to allow the construction to occur in two phases; to allow County to build the road according to County standard practices; and to allow for a future project by the City to expand the road to City standard practices.

III.

County will utilize the design documents and right of way obtained by the City to build the new road according to County standard practices utilizing a contractor selected by County. County will ensure that the chosen contractor will follow the design provided by City and that the construction will allow for a future project by the City to expand the road to City standard practices.

V.

Neither City Nor County shall assign this Agreement, in whole or in part, without prior written consent of the other party.

VI.

No officer, employee, agent, representative, contractor, or volunteer of City or County shall be considered an employee or agent of the other entity.

VII.

The parties hereto agree that no provision of this Agreement is any way intended to constitute a waiver by either party of governmental immunity, or any other such immunity from suit or liability.

The parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees; provided, however, that neither party waives any defenses or limits of liability otherwise available under the any applicable governmental immunity laws, and both parties maintain all privileges, immunities and other rights granted by such laws.

VIII.

This Agreement shall be construed to effectuate the purpose stated in Article I. If any provision of this Agreement is declared unconstitutional, or the applicability to any persons or circumstances is held invalid, the constitutionality of the remainder of the Agreement and applicability to the other persons and circumstances shall not be affected.

IX.

The parties to this Agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

X.

The parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations in any manner affecting this Agreement.

XI.

It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or

as constituting either party as an agent or representative of the other party for any purpose or in any manner whatsoever.

XII.

This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by the parties pertaining to the obligations and undertakings covered by this Agreement.

[Signature Page Follows]

EFFECTIVE DATE: The 14 day of NOVEMBER, 2022.

MIDLAND COUNTY

By:_____
Terry Johnson
Midland County Judge

ATTEST:

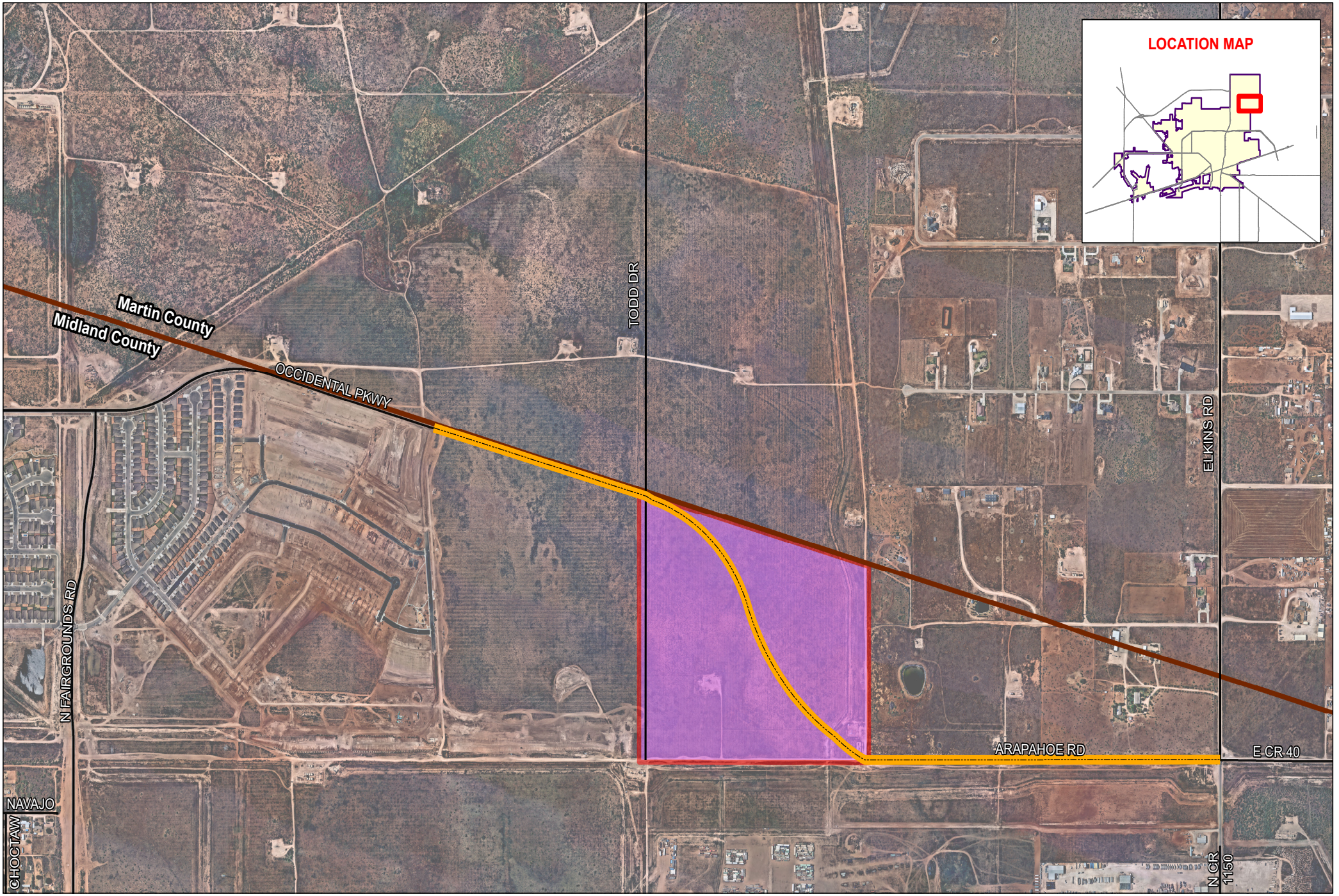
By:_____
Alison Haley
Midland County Clerk

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick
City Manager

ATTEST:

By:_____
Amy M. Turner
City Secretary



Date: 12/28/2021

Occidental Extension
County Boundary
City Owned Parcels

PACKET

Occidental Extension

Total Length : 9580.54 Feet

April 11, 2023

0 250 500 Feet

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City Council Meeting

Item Number: 17

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Jose Ortiz, Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY PROVIDING (1) THAT THE CITY OF MIDLAND SHALL CONSTRUCT HARRIS ROAD, FROM MIDKIFF ROAD TO GARFIELD STREET, AND (2) THAT MIDLAND COUNTY SHALL REIMBURSE THE CITY FOR THE COST OF THE CONSTRUCTION THAT OCCURS OUTSIDE OF THE BOUNDARIES OF THE CITY, WHICH IS ESTIMATED TO BE $1,350,335.00 (DISTRICT 2) (ENGINEERING SERVICES)**

Purpose:

MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY PROVIDING (1) THAT THE CITY OF MIDLAND SHALL CONSTRUCT HARRIS ROAD, FROM MIDKIFF ROAD TO GARFIELD STREET, AND (2) THAT MIDLAND COUNTY SHALL REIMBURSE THE CITY FOR THE COST OF THE CONSTRUCTION THAT OCCURS OUTSIDE OF THE BOUNDARIES OF THE CITY, WHICH IS ESTIMATED TO BE $1,350,335.00

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Discussion:

The City of Midland needs an east/west corridor north of I-20 to function as a backage road to provide better circulation for vehicular traffic movement in this growing area of Midland and to offset the loss of the two-way service road that TxDOT is converting to one-way.

The proposed draft alignment has been planned/engineered and City staff has been working in

coordination with Midland County during the development of the proposed roadway. This coordination was appropriate because Midland County is interested in partially funding the construction of the roadway. The City will bid the construction of the project and the County will reimburse the City for the portion of roadway constructed in the County.

The general alignment of the Harris Avenue extension is shown in the 2020 Thoroughfare Plan. Attached is an exhibit that illustrates the location of the project.

Staff supports accepting this motion.

Morris Williams Jr.

City Manager's Office

INTERLOCAL AGREEMENT

THIS AGREEMENT ("*Agreement*") is made and entered into, as of the Effective Date hereof, by and between **Midland County, Texas**, a body corporate and politic under the laws of the State of Texas ("*Midland County*") and the **City of Midland**, a home-rule municipal corporation ("*City*").

WITNESSETH:

WHEREAS, City and County have an interest in the construction of Harris Road, a road which will be partially in the City of Midland and partially in the unincorporated part of Midland County; and

WHEREAS, City and County agree that the construction of Harris Road will be performed more efficiently if undertaken completely by one entity, and that this greater efficiency will be a benefit to both parties and to the citizens of County; and

WHEREAS, City and County agree that the greatest efficiency would be achieved by City choosing and contracting with contractor to perform the necessary work and County reimbursing City for the portion of the work performed outside the city limits; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, County and City, in consideration of these mutual covenants and agreements, agree as follows:

I.

The purpose of this Agreement is to enable the parties to jointly achieve the construction of Harris Road partly within the City of Midland and partly in the unincorporated area of Midland County.

II.

City choose and contract with a contractor, and provide for the complete construction of Harris Road between Midkiff Road and Garfield Street, including any portions that are located outside the city limits. After substantial completion of the road, City will submit to County a request for payment of the cost of construction attributable to the portion of the road located in the unincorporated parts of the County.

III.

County will pay the reimbursement amount to City within thirty (30) days of receipt of the request for payment. The parties anticipate the cost attributable to the portion of the road in

the unincorporated parts of the County to be One Million Three Hundred Thirty Thousand Three Hundred Thirty Five Dollars ($1,330,335.00). City will notify County within fifteen (15) days if City learns that the anticipated cost of County's portion of the roadway will exceed this amount.

IV.

Neither City or County shall assign this Agreement, in whole or in part, without prior written consent of the other party.

V.

No officer, employee, agent, representative, contractor, or volunteer of City or County shall be considered an employee or agent of the other entity.

VI.

The parties hereto agree that no provision of this Agreement is any way intended to constitute a waiver by either party of governmental immunity, or any other such immunity from suit or liability.

The parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees; provided, however, that neither party waives any defenses or limits of liability otherwise available under the any applicable governmental immunity laws, and both parties maintain all privileges, immunities and other rights granted by such laws.

VII.

This Agreement shall be construed to effectuate the purpose stated in Article I. If any provision of this Agreement is declared unconstitutional, or the applicability to any persons or circumstances is held invalid, the constitutionality of the remainder of the Agreement and applicability to the other persons and circumstances shall not be affected.

VIII.

The parties to this Agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

IX.

The parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations in any manner affecting this Agreement.

X.

It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting either party as an agent or representative of the other party for any purpose or in any manner whatsoever.

XI.

This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by the parties pertaining to the obligations and undertakings covered by this Agreement.

[Signature Page Follows]

EFFECTIVE DATE: The 14 day of NOVEMBER, 2022.

MIDLAND COUNTY

By:_____
Terry Johnson
Midland County Judge

ATTEST:

By:_____
Alison Haley
Midland County Clerk

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick
City Manager

ATTEST:

By:_____
Amy M. Turner
City Secretary


W INDUSTRIAL LOOP
E INDUSTRIAL LOOP
W GIST AVE
MANN ST
CLARK ST
COTTON FLAT ROAD
S GARFIELD ST
E INTERSTATE 20
S MIDKIFF ROAD
POND 1
POND 2
POND 3
POND 4
POND 5
100-YR FLOODPLAIN
100-YR FLOODPLAIN
CITY LIMITS
ENDEAVOR ENERGY RESOURCES, LP
ENDEAVOR ENERGY RESOURCES, LP INST NO. 2018-2369 D.R.M.C.T.
MIDLAND COUNTY VOLUME 1901, PAGE 447 D.R.M.C.T.
MIDLAND COUNTY VOLUME 1901, PAGE 447 D.R.M.C.T.
WESTERN-T CORPORATION VOLUME 2859, PAGE 52 D.R.M.C.T.
COUNTY OF MIDLAND INST NO. 2012-17827 D.R.M.C.T.
TOMBOTS, LLC DOC NO. 2016-32933 D.R.M.C.T.
VOGEL NORVEL D
ERIE DEVELOPMENT CORPORATION
TRIPLE R RENTALS
JAMES G HENDERSON
INLAND RESOURCES INC
MIDLAND COUNTY

City Council Meeting

Item Number: 18

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: **RESOLUTION AUTHORIZING THE CITY OF MIDLAND IN CONJUNCTION WITH MIDLAND COUNTY TO ACCEPT THE FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT FUNDS TOTALING $30,063.00; THE CITY OF MIDLAND WILL RECEIVE $18,037.00 (60%) AND MIDLAND COUNTY WILL RECEIVE $12,026.00 (40%) OF THE GRANT FUNDS; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING GRANT FUNDS (DISTRICT: NONE) (POLICE)**

Purpose:

RESOLUTION ACCEPTING AND APPROPRIATING FUNDS AWARDED FROM THE FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF $30,063.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE.

Discussion:

The City of Midland Police Department has received notice that we, in conjunction with Midland County, have been awarded $30,063 through the 2022 Justice Assistance Grant. The Attorney General of Texas has determined that Texas counties are responsible for more than 50% of the costs incurred for the prosecution and incarceration of Part 1 crimes. The effect of the Attorney General's certification is that cities and counties must file a joint application with the Bureau of Justice Assistance, with the cities and counties agreeing to the funding allocations among them. The result is that the City of Midland will receive $18,037.00 (60%) for funding of law enforcement-related Explosive Ordinance Disposal Unit equipment, specifically

a replacement blast mitigation suit, and Midland County will receive $12,026.00 (40%) for the purchase of training ammunition.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF MIDLAND IN CONJUNCTION WITH MIDLAND COUNTY TO ACCEPT THE FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT FUNDS TOTALING $30,063.00; THE CITY OF MIDLAND WILL RECEIVE $18,037.00 (60%) AND MIDLAND COUNTY WILL RECEIVE $12,026.00 (40%) OF THE GRANT FUNDS; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING GRANT FUNDS

WHEREAS, the City of Midland, in conjunction with Midland County, has received notice it had been awarded $30,063.00 through the Fiscal Year 2022 Justice Assistance Grant Program, with said grant funds to be used to purchase law enforcement equipment, technology and other material directly related to basic law enforcement; and

WHEREAS, the City of Midland and Midland County were required to allocate the percentage of funds to be received by each law enforcement entity, and said entities filed a joint application with the Bureau of Justice Assistance to receive said grant funds; and

WHEREAS, the $30,063.00 in grant funds will be divided so that the City of Midland will receive $18,037.00 (60%) and Midland County will receive $12,026.00 (40%) of the grant funds; and

WHEREAS, the grant funds will be used by the Midland Police Department to purchase equipment, technology, and other material directly related to basic law enforcement, specifically, a replacement blast mitigation suit; and

WHEREAS, the Council finds it to be in the public interest to accept the grant award and to appropriate the grant funds;

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

SECTION ONE. That the City of Midland hereby accepts the grant award of $30,063.00, which will be divided so that the City of Midland will receive $18,037.00 (60%) and Midland County will receive $12,026.00 (40%) of the grant funds as made by the Fiscal Year 2022 Justice Assistance Grant Program. Said grant funds shall be used by the Midland

Police Department to purchase equipment, technology and other material directly related to basic law enforcement, specifically, a replacement blast mitigation suit.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to evidence the City of Midland's acceptance by executing all necessary documents in order to accept the grant award.

SECTION THREE. That the City Treasurer is hereby authorized and directed, upon receipt of $30,063.00, to deposit such funds into the FY2022 Justice Grant Fund (074) and to appropriate the following amounts to a project(s) established by the City of Midland Finance Department for purposes consistent with this Resolution.

JAG 22 City Portion
. . . . . $18,037.00

JAG 22 County Portion
. . . . . $12,026.00

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., 2023, 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:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

_____
Christy Weakland, Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 19

Meeting Date: April 11, 2023

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (23-329-015) between the City of Midland and Matterhorn Express Pipeline, LLC, regarding City-owned property described as sections 4, 9, 16, and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide the applicant a 30’ wide right of way to place a Thirty-Six inch (36) Gas Utility, steel construction, pipeline on the City of Midland-owned Sprayberry Farm real property. The applicant will also need a 200’ x 150’ above-ground valve connection area with an additional 130’ wide temporary workspace for construction.

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

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($750.00 per rod x 1,013.34 rods) $760,005.00

Surface Use Area: (30,000 square feet * $0.24 per square foot) $7,200.00

Total Collected: $768,205.00

Discussion:

This pipeline is a steel construction natural gas utility thirty-six inches (36) in diameter and will be buried a minimum of forty-eight inches (48) deep and does not interfere with the City Sprayberry Farm operations in this area. This is 1 segment of the overall 580 miles of a Gas Utility pipeline from the Permian Basin to East Texas.

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 are on file.

City Secretary to record completed License Agreement

Morris William Jr.

City Manager's Office

CERTIFICATE OF LIABILITY INSURANCE

5/18/2023

DATE (MM/DD/YYYY) 8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1461468 Matterhorn Express Pipeline, LLC. 100 Congress, Suite 2200 Austin TX 78701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Employers Insurance Company of Wausau — 21458 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Liberty Mutual Fire Insurance Company — 23035 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18760816 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TBC-641-445638-032	5/18/2022	5/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	AS2-641-445638-022	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	TH7-641-445638-042	5/18/2022	5/18/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCC-641-445638-012	5/18/2022	5/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

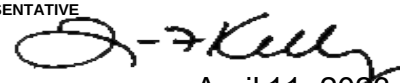
CERTIFICATE HOLDER

18760816
City of Midland, Texas
a home-rule municipal corporation
PO Box 1152
Midland TX 79702

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

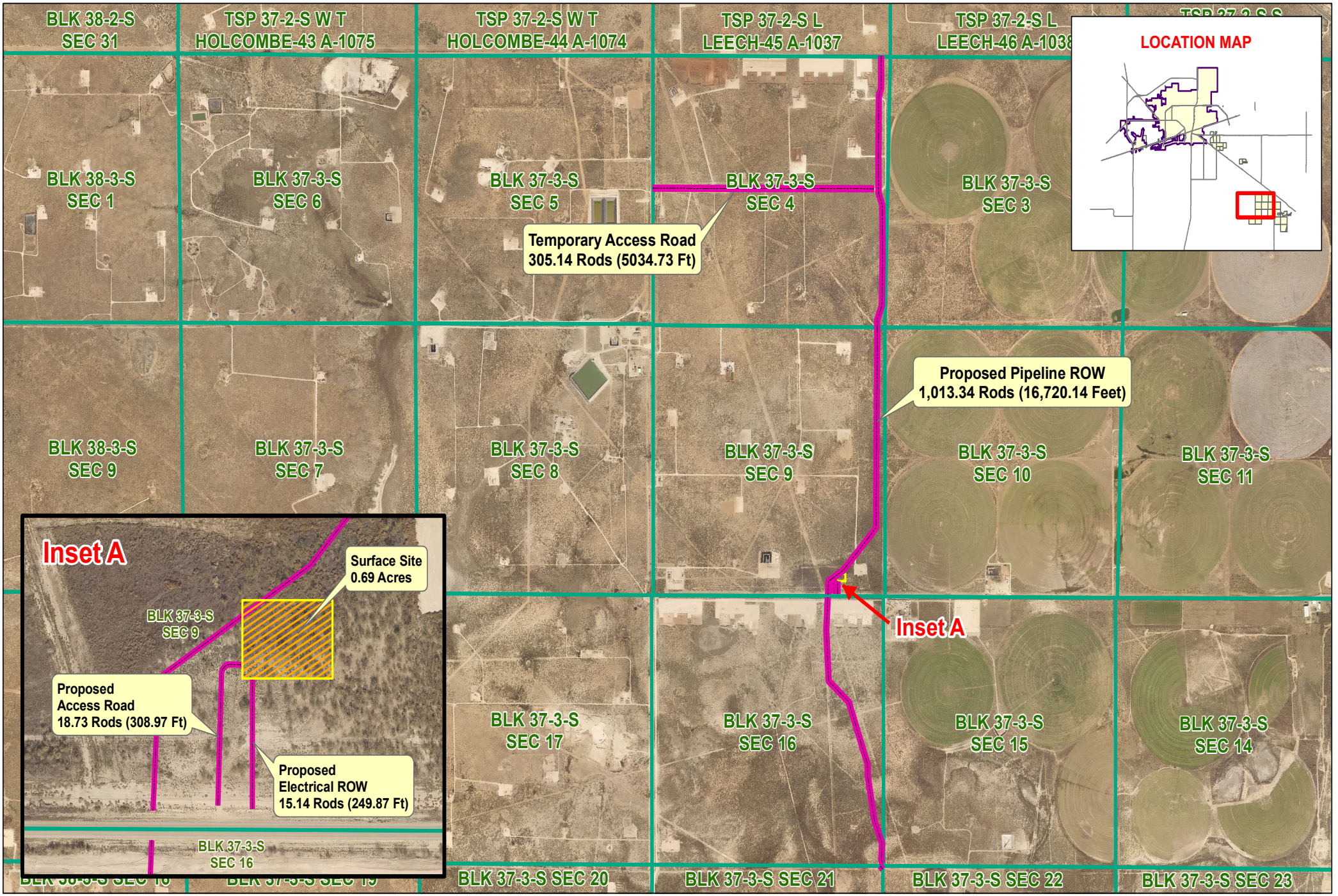


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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 3/15/2023

Proposed ROW
Surface Site
Survey Section

PACKET

19.5

Matterhorn Proposed ROW & Surface Site

April 11, 2023

0 1,000 2,000 Feet

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

RIGHT OF WAY LICENSE

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

Date:	April 12, 2023
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Matterhorn Express Pipeline, LLC a Delaware limited liability company
Licensee's Representative:	Glenn Kellison
Licensee's Mailing Address:	100 Congress Avenue, Suite 2200 Austin, Texas 78701
Property:	As described in Article III below
License Number:	23-329-015

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

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

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

a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

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

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

II. Financial Consideration

A. License Fee. A license fee in the amount of SEVEN HUNDRED SIXTY THOUSAND FIVE and No/100 Dollars ($760,005.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

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

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

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

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

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being one hundred sixty feet (160') in width of the pipeline location 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 pipeline locations, a steel pipeline, not to exceed thirty-six inches (36") in diameter, and a two hundred foot (200') by one hundred fifty foot (150') above ground valve connection area, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty feet (30') after the pipeline is laid (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

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

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

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight inches (48") in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

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

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE 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. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be moved. 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. However, Licensor agrees not to grant other easements crossing the surface site, as such surface site is exclusive to Licensee during the term of this License.

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

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline 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 not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access

to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

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

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

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

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

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

The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the pipeline or permitted facilities or structures that must be relocated, changed or altered. 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.

O. Surface Site. The surface site herein may be used for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing above and below the surface of the ground, pipelines, valves, risers, vents, cables, meters, pigging equipment, alternating current mitigation equipment, solar power facilities, cathodic protection equipment, and other appurtenances to the pipeline. Licensee may fence only the area of the surface site and install and maintain a gate or gates in the fence, and Licensee may lay a caliche base on the surface of the surface site.

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

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR

INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES OR STRUCTURES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE

PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES OR STRUCTURES 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. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

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. 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, TO THE EXTENT SUCH IMMUNITY EXISTS.

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 RELATED TO THIS LICENSE, 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 ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, 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 SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Memorandum of Right of Way License. Licensor and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensor.

Q. 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.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. 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.

T. 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 to Follow.)

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this 29th day of March, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 29th day of March, 2023.

_____
Notary Public, State of Texas

THAO THANH NGUYEN
Notary Public, State of Texas
Comm. Expires 10-22-2023
Notary ID 130416209

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT B

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

FORM OF MEMORANDUM OF RIGHT OF WAY LICENSE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Right of Way License (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Licensor") and MATTERHORN EXPRESS PIPELINE, LLC, whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (herein "Licensee").

WITNESSETH:

Licensor and Licensee have entered into that certain Right of Way License dated effective as of _____ __, 20__ (the "Right of Way License") under which Licensor grants unto Licensee the right to enter upon the Property, being one hundred sixty feet (160') in width of the pipeline location 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 pipeline locations, a steel pipeline, not to exceed thirty-six inches (36") in diameter, and a two hundred foot (200') by one hundred fifty foot (150') above ground valve connection area, for the transportation of natural gas, natural gas liquids, and its and their constituents and byproducts and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty feet (30') after the pipeline is laid (the "Property"), for such purposes, subject to the terms of the Right of Way License and as more particularly described in the Right of Way License.

Licensor and Licensee are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Licensor and/or Licensee of the existence of the Right of Way License and of the rights and obligations contained therein. Licensor and Licensee give notice that the Right of Way License may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Right of Way License, the terms of the Right of Way License shall control.

The Right of Way License constitutes the entire agreement between Licensor and Licensee concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one

document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 20__.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

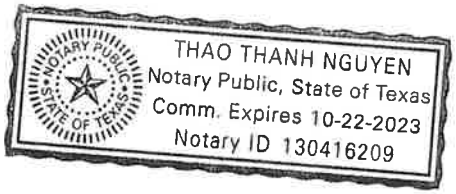
LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By:_____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 _____, 2023.



_____
Notary Public, State of Texas

EXHIBIT A

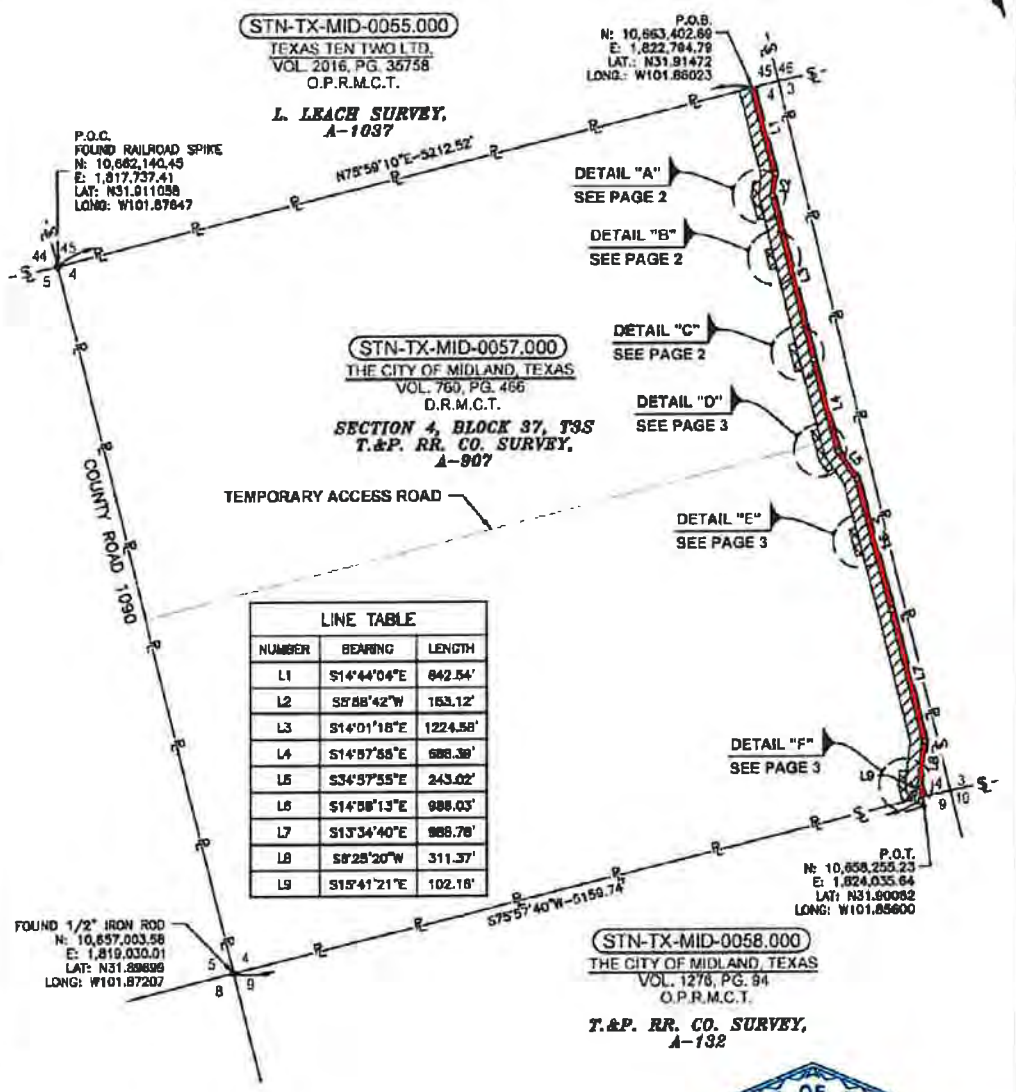
Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5339.99 FEET = 323.64 RODS
PIPELINE RIGHT OF WAY = 3.68 AC.
TEMPORARY WORKSPACE = 11.65 AC.
ADDITIONAL TEMPORARY WORKSPACE = 1.56 AC.



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S14°44'04"E	842.54'
L2	S5°58'42"W	153.12'
L3	S14°01'16"E	1224.58'
L4	S14°57'58"E	688.39'
L5	S34°57'55"E	243.02'
L6	S14°58'13"E	988.03'
L7	S13°34'40"E	988.78'
L8	S8°25'20"W	311.37'
L9	S15°41'21"E	102.16'

NOTES:
1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS REGISTERED ANDREW JIMENEZ 6270 PROFESSIONAL LAND SURVEYOR

10/24/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL., PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193795

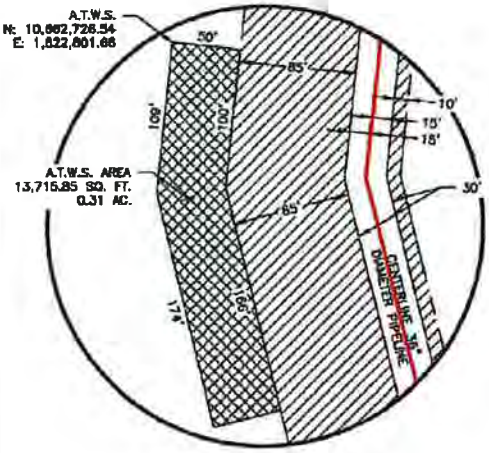
MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS
DWN. BY: CR — DATE: 9/15/22
CHK. BY: TDS — DATE: 9/19/22
PAGE: 1 OF 4 — REV: 0

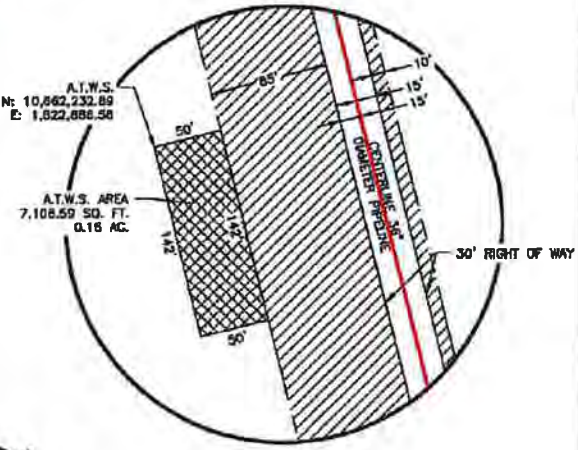
STN-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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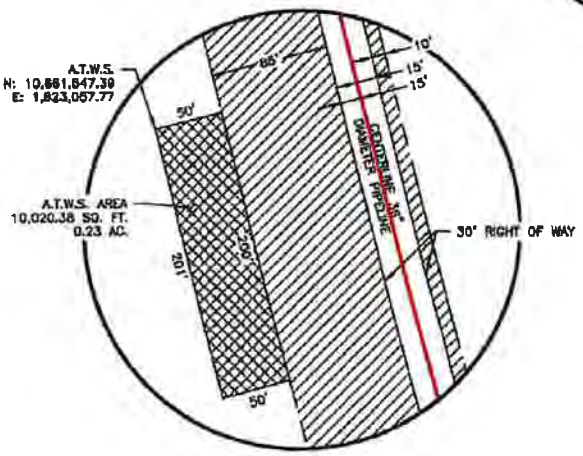
EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193755

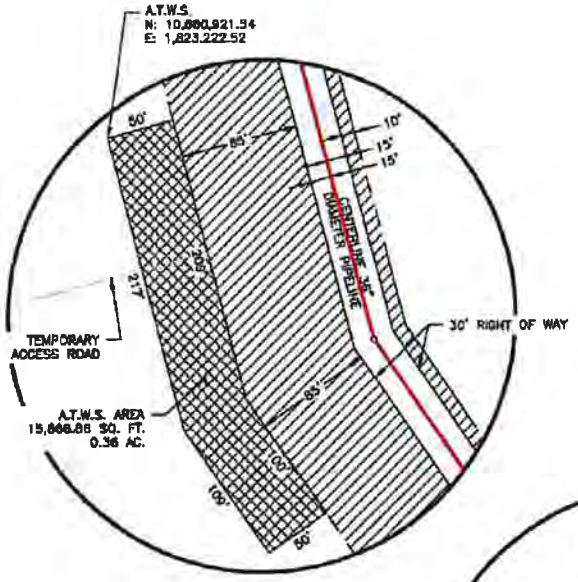
MATTERHORN

PROJECT: MATTERHORN EXPRESS
DWN. BY: CR DATE: 9/15/22
CHK. BY: TDS DATE: 9/19/22
PAGE: 2 or 4 REV: 0

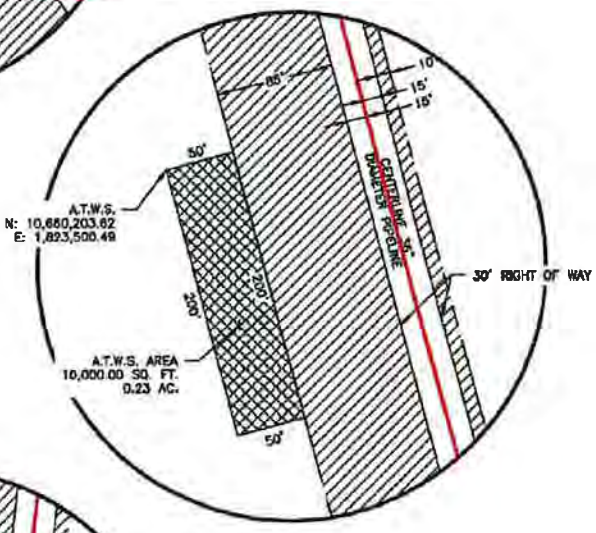
STN-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

G:\Dwg\34150 - Matterhorn Pipeline MSA\Drawings\Certified Plats\STRATTON LATERAL\STN-TX-MID-0057.000_REV 0.dwg

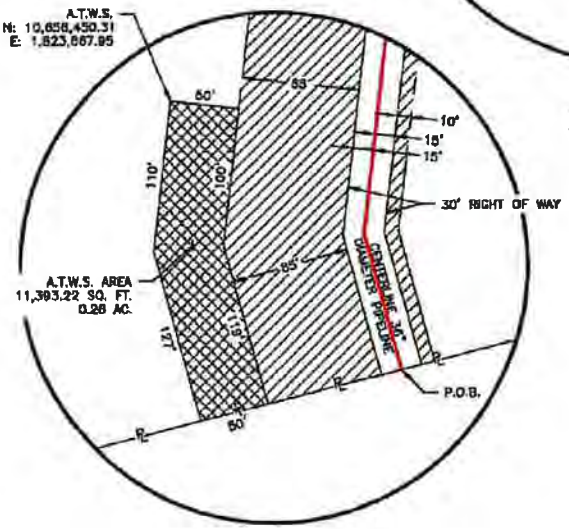
EXHIBIT "A"



DETAIL "D"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE

LEGEND

O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS
VOL., PG	VOLUME, PAGE
DOC.#	DOCUMENT NUMBER
	EDGE OF PIPELINE RIGHT OF WAY
	TEMPORARY WORKSPACE (T.W.S.)
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

POINT OF BEGINNING	P.O.B.
POINT OF TERMINATION	P.O.T.
POINT OF COMMENCEMENT	P.O.C.
POINT OF EXIT	P.O.E.
POINT OF RE-ENTRY	P.O.R.E.
RIGHT OF WAY	R.O.W.
FOUND MONUMENT	●
POINT OF INTERSECTION	○

CENTERLINE	
PROPERTY LINE	
SECTION LINE	
ADJOINER PROPERTY	
EXISTING PIPELINE	
FLY TIE	

LWG
509 N. Loop 1604 E.
Suite 200
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

PROJECT:	MATTERHORN EXPRESS		
DWN. BY:	CR	DATE:	9/15/22
CHK. BY:	TDS	DATE:	9/19/22
PAGE:	3 OF 4	REV:	0

STN-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

S:\Jobs\54150 - Matterhorn Pipeline MAP\Drawings\Certified Plats\STANTON LATERAL\STR-TX-MID-0057.000_REV 0.dwg

EXHIBIT "A"

30 FOOT WIDE PIPELINE RIGHT OF WAY

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY ACROSS THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOL. 760, PAGE 466, DEED RECORDS OF MIDLAND COUNTY, TEXAS. BEING OUT OF SECTION 4, BLOCK 37, T3S, T.& P. RAILROAD COMPANY, ABSTRACT 907, MIDLAND COUNTY, TEXAS, SAID PIPELINE RIGHT OF WAY BEING 15 FEET ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE [N: 10,662,140.45', E: 1,817,737.41'] AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND, THE NORTHWEST CORNER OF SAID SECTION 4; THENCE N 75°59'10" E, A DISTANCE OF 5,212.52 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND, THE NORTH LINE OF SAID SECTION 4 AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE S 14°44'04" E, A DISTANCE OF 642.54 FEET, TO A POINT;

THENCE S 5°58'42" W, A DISTANCE OF 153.12 FEET, TO A POINT;

THENCE S 14°01'18" E, A DISTANCE OF 1,224.58 FEET, TO A POINT;

THENCE S 14°57'55" E, A DISTANCE OF 688.39 FEET, TO A POINT;

THENCE S 34°57'55" E, A DISTANCE OF 243.02 FEET, TO A POINT;

THENCE S 14°58'13" E, A DISTANCE OF 986.03 FEET, TO A POINT;

THENCE S 13°34'40" E, A DISTANCE OF 988.78 FEET, TO A POINT;

THENCE S 6°25'20" W, A DISTANCE OF 311.37 FEET, TO A POINT;

THENCE S 15°41'21" E, A DISTANCE OF 102.16 FEET, TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND, SAID SECTION 4 AND THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1/2" IRON ROD AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND AND SAID SECTION 12 BEARS S 75°57'40" W, A DISTANCE OF 5,159.74 FEET; SAID CENTERLINE BEING 5,339.99 FEET, OR 323.64 RODS IN LENGTH, AND SAID PIPELINE RIGHT OF WAY CONTAINING 3.68 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

BEING AN EIGHTY-FIVE (85) FOOT WIDE AND A TEN (10) FOOT WIDE STRIP OF LAND, PARALLEL AND COINCIDENT WITH AND ADJOINING THE SIDES OF THE ABOVE DESCRIBED THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY. SAID STRIPS OF LAND SHALL EXTEND THE ENTIRE LENGTH OF THE THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY AS SHOWN ON THE ATTACHED PLAT, CONTAINING 11.65 ACRES OF LAND, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

BEING ADDITIONAL TEMPORARY WORKSPACE AREAS AS SHOWN ON THE ATTACHED PLAT CONTAINING 1.56 ACRES OF LAND, MORE OR LESS.

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORTLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/24/22

ANDREW JIMENEZ
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

DATE

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193795

MATTERHORN EXPRESS

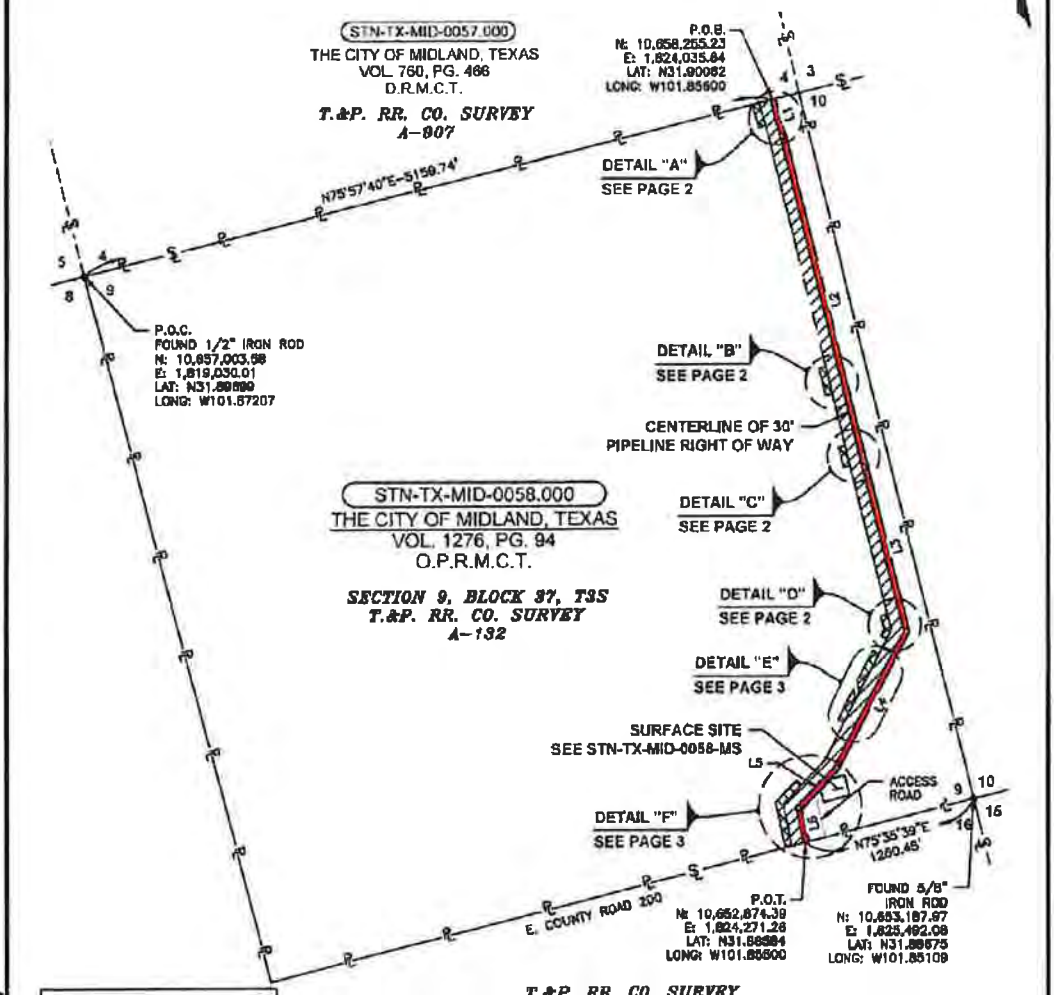
DWN. BY:	CR	DATE:	9/15/22
CHK. BY:	TDS	DATE:	9/19/22
PAGE:	4 of 4	REV.	0

STN-TX-MID-0057.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

J:\Jobs\24150 - Matterhorn Pipeline MOP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0057.000_REV 0.dwg

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5737.55 FEET = 347.73 RODS
PIPELINE RIGHT OF WAY = 3.95 AC.
TEMPORARY WORKSPACE = 12.52 AC.
ADDITIONAL TEMPORARY WORKSPACE = 1.96 AC



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S15°41'21"E	272.53'
L2	S13°56'48"E	2486.14'
L3	S14°11'10"E	1227.74'
L4	S27°17'57"W	1117.36'
L5	S42°51'08"W	400.00'
L6	S11°38'16"E	253.77'

NOTES:
1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORTEST. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/21/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT •
POINT OF INTERSECTION o

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
509 N. Loop 1604 E.
Suite 200
San Antonio, TX 78232
Firm No. 10193785

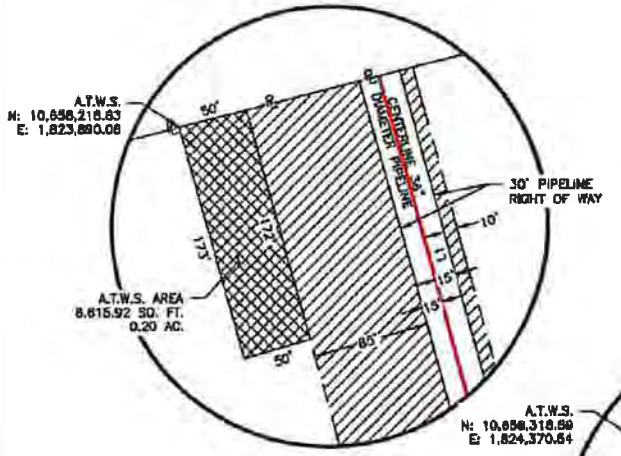
MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS		
DWN. BY:	RR	DATE: 10/10/22
CHK. BY:	TDS	DATE: 10/10/22
PAGE:	1 OF 4	REV: 0

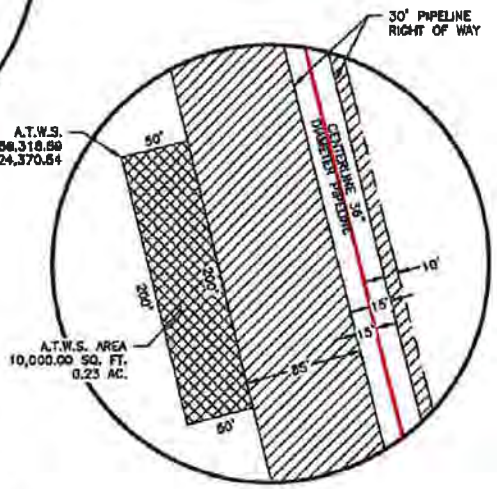
STN-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

S:\Vault\54150 - Matterhorn Pipeline MDP\Drawings\Permitted Paths\STN\TX\ LATERAL\STN-TX-MID-0058.000_REV 0.dwg

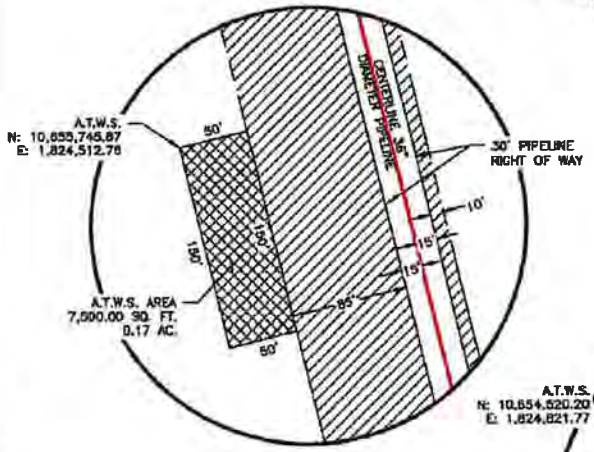
EXHIBIT "A"



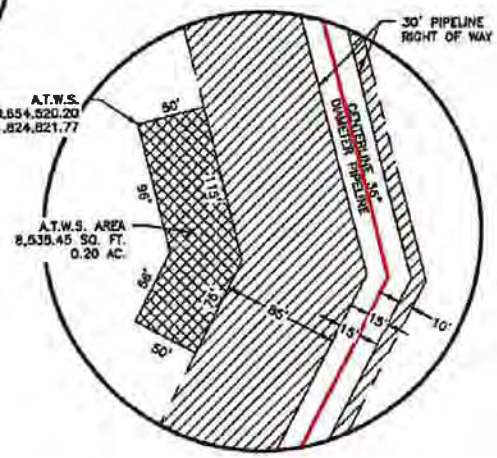
DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL., PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT ●
POINT OF INTERSECTION ⊕

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
509 N. Loop 1604 E.,
Suite 200
San Antonio, TX 78232
Firm No. 10193785

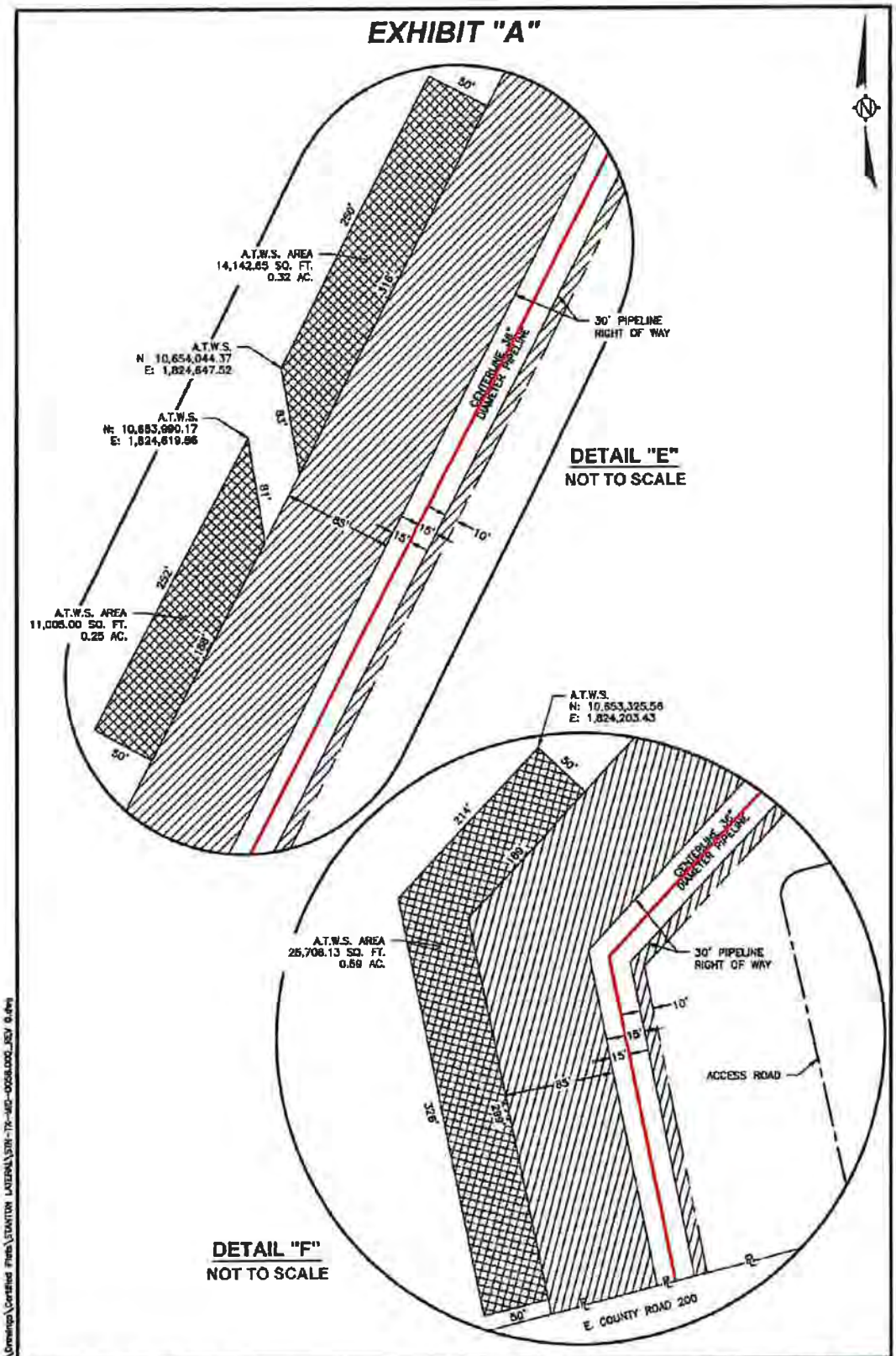
MATTERHORN EXPRESS

DSN. BY:	RR	DATE:	10/10/22
CHK. BY:	TDS	DATE:	10/10/22
PAGE:	2 OF 4	REV:	0

STN-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

S:\Tract\541SO - Matterhorn Pipeline NDP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000_REV 0.dwg

EXHIBIT "A"



O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS	POINT OF BEGINNING	P.O.B.
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS	POINT OF TERMINATION	P.O.T.
VOL, PG	VOLUME, PAGE	POINT OF COMMENCEMENT	P.O.C.
DOC#	DOCUMENT NUMBER	POINT OF EXIT	P.O.E.
	PIPELINE RIGHT OF WAY	POINT OF RE-ENTRY	P.O.R.E.
	TEMPORARY WORKSPACE (T.W.S.)	RIGHT OF WAY	R.O.W.
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)	FOUND MONUMENT	●
		POINT OF INTERSECTION	○

LEGEND

CENTERLINE	
PROPERTY LINE	
SECTION LINE	
ADJOINER PROPERTY	
EXISTING PIPELINE	
FLY TIE	

LWS
508 N. Loop 1604 E.
Suite 200
San Antonio, TX 78232
Firm No. 10193755

MATTERHORN EXPRESS

DWN. BY:	RR	DATE:	10/10/22
CHK. BY:	TDS	DATE:	10/10/22
PAGE:	3 of 4	REV:	0

STN-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

EXHIBIT "A"

30 FOOT WIDE PIPELINE RIGHT OF WAY

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY ACROSS THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOLUME. 1276, PAGE 94, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 9, BLOCK 37, T3S, T.& P. RAILROAD COMPANY, ABSTRACT 132, MIDLAND COUNTY, TEXAS, SAID PIPELINE RIGHT OF WAY BEING 15 FEET ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD [N: 10,657,003.58', E: 1,819,030.01'] AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND, THE NORTHWEST CORNER OF SAID SECTION 9; THENCE N 75°57'40" E, A DISTANCE OF 5,159.74 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND, THE NORTH LINE OF SAID SECTION 9 AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE S 15°41'21" E, A DISTANCE OF 272.53 FEET, TO A POINT;

THENCE S 13°56'46" E, A DISTANCE OF 2,466.14 FEET, TO A POINT;

THENCE S 14°11'10" E, A DISTANCE OF 1,227.74 FEET, TO A POINT;

THENCE S 27°17'57" W, A DISTANCE OF 1,117.36 FEET, TO A POINT;

THENCE S 42°51'08" W, A DISTANCE OF 400.00 FEET, TO A POINT;

THENCE S 11°38'16" E, A DISTANCE OF 253.77 FEET, TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND, THE SOUTH LINE OF SAID SECTION 9 AND THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 5/8" IRON ROD AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AND SAID SECTION 9 BEARS N 75°35'39" E, A DISTANCE OF 1,260.45 FEET; SAID CENTERLINE BEING 5,737.55 FEET, OR 347.73 RODS IN LENGTH, AND SAID PIPELINE RIGHT OF WAY CONTAINING 3.95 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

BEING AN EIGHTY-FIVE (85) FOOT WIDE AND A TEN (10) FOOT WIDE STRIP OF LAND, PARALLEL AND COINCIDENT WITH AND ADJOINING THE SIDES OF THE ABOVE DESCRIBED THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY. SAID STRIPS OF LAND SHALL EXTEND THE ENTIRE LENGTH OF THE THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY AS SHOWN ON THE ATTACHED PLAT, CONTAINING 12.52 ACRES OF LAND, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

BEING ADDITIONAL TEMPORARY WORKSPACE AREAS AS SHOWN ON THE ATTACHED PLAT CONTAINING 1.96 ACRES OF LAND, MORE OR LESS.

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORTHEAST. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/21/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

LWS
500 W. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

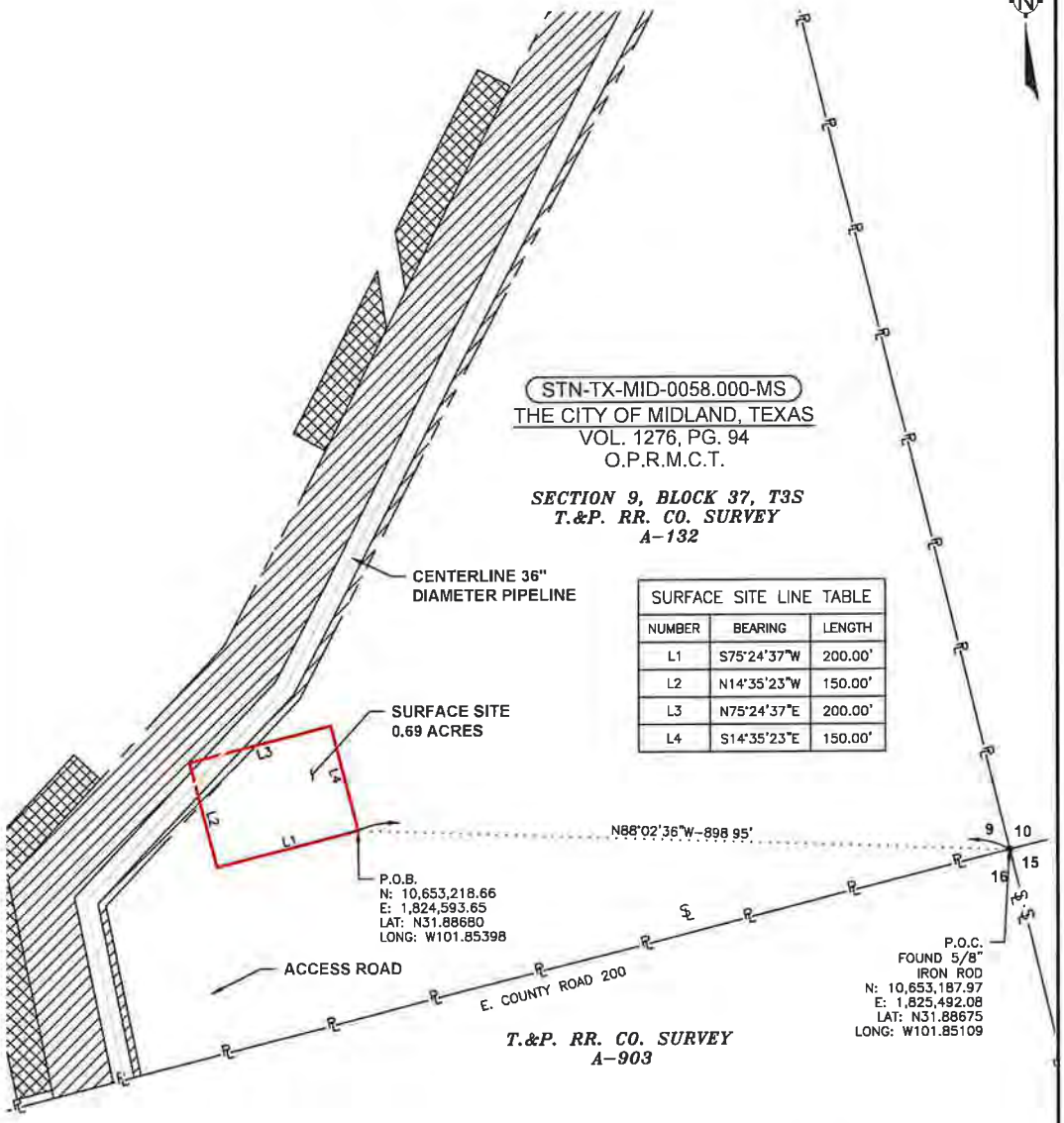
PROJECT:	MATTERHORN EXPRESS	
DWN. BY:	RR	DATE: 10/10/22
CHK. BY:	TDS	DATE: 10/10/22
PAGE:	4 OF 4	REV: 0

STN-TX-MID-0058.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

J:\Valley\34135 - Matterhorn Pipeline MOP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000_REV 0.dwg

EXHIBIT "A"

SURFACE SITE AREA
30,000.00 SQ. FT. = 0.69 ACRES



SURFACE SITE LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S75°24'37"W	200.00'
L2	N14°35'23"W	150.00'
L3	N75°24'37"E	200.00'
L4	S14°35'23"E	150.00'

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/21/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 100' 200'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E.
Suite 200
San Antonio TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS			
DWN. BY: RR	DATE: 10/10/22		
CHK. BY: TSB	DATE: 10/10/22		
PAGE: 1 OF 2	REV: 0		

STN-TX-MID-0058.000-MS
0.69 ACRE SURFACE SITE
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

R:\Matterhorn 5150 - Matterhorn Pipeline MXP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000-MS_REV 0.dwg

EXHIBIT "A"

0.69 ACRE SURFACE SITE

BOUNDARY DESCRIPTION OF A SURFACE SITE WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOLUME. 1276, PAGE 94, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 9, BLOCK 37, T3S, T.& P. RAILROAD COMPANY, ABSTRACT 132, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON ROD [N: 10,653,187.97', E: 1,825,492.08'] AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND, THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE N 88°02'36" W, A DISTANCE OF 898.95 FEET, TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED SURFACE SITE;

THENCE S 75°24'37" W, A DISTANCE OF 200.00 FEET, TO A POINT;

THENCE N 14°35'23" W, A DISTANCE OF 150.00 FEET, TO A POINT;

THENCE N 75°24'37" E, A DISTANCE OF 200.00 FEET, TO A POINT;

THENCE S 14°35'23" E, A DISTANCE OF 150.00 FEET, TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED SURFACE SITE, SAID SURFACE SITE CONTAINING 0.69 ACRES OF LAND, MORE OR LESS.

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/21/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

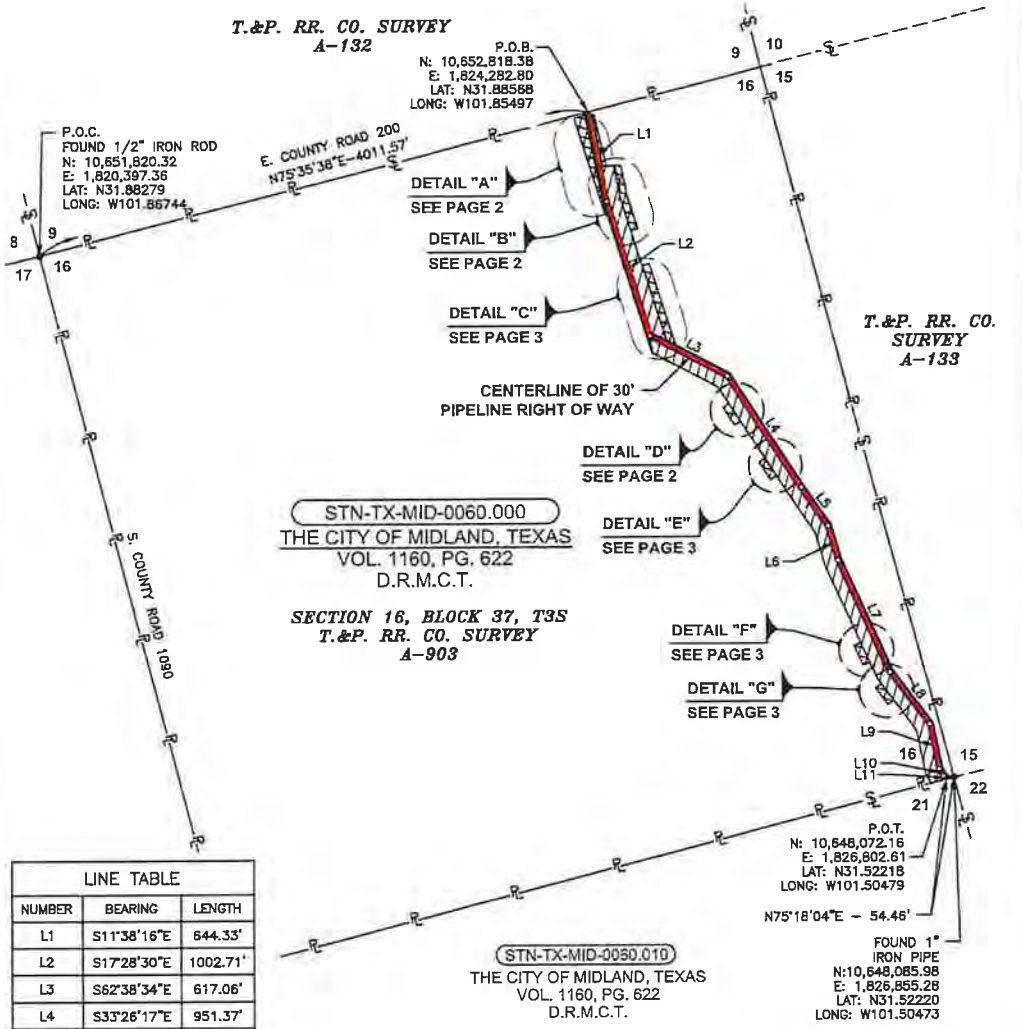
PROJECT: MATTERHORN EXPRESS			
DWN. BY: RR	DATE: 10/10/22		
CHK. BY: TM	DATE: 10/10/22		
PAGE: 2 OF 2	REV: 0		

STN-TX-MID-0058.000-MS
0.69 ACRE SURFACE SITE
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

R:\Turf\184150 - Matterhorn Pipeline MXP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000-MS_REV 0.dwg

EXHIBIT "A"

PIPELINE CENTERLINE LENGTH
5559.22 FEET = 336.92 RODS
PIPELINE RIGHT OF WAY = 3.83 AC.
TEMPORARY WORKSPACE = 11.33 AC.
ADDITIONAL TEMPORARY WORKSPACE = 2.75 AC.



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S11°38'16"E	644.33'
L2	S17°28'30"E	1002.71'
L3	S62°38'34"E	617.06'
L4	S33°26'17"E	951.37'
L5	S34°45'16"E	332.31'
L6	S16°22'06"E	256.49'
L7	S24°23'39"E	875.72'
L8	S36°16'02"E	463.94'
L9	S11°45'30"E	324.92'
L10	S29°45'30"E	59.50'
L11	S47°45'30"E	30.87'

NOTES:
1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS REGISTERED LARRY TURMAN 1740 PROFESSIONAL LAND SURVEYOR

1/6/23
LARRY TURMAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1740
CENTRO RESOURCES, LLC
1410 FALL CREEK HIGHWAY, GRANBURY, TEXAS 76049
T.B.P.L.S. FIRM NO. 10193688

D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232

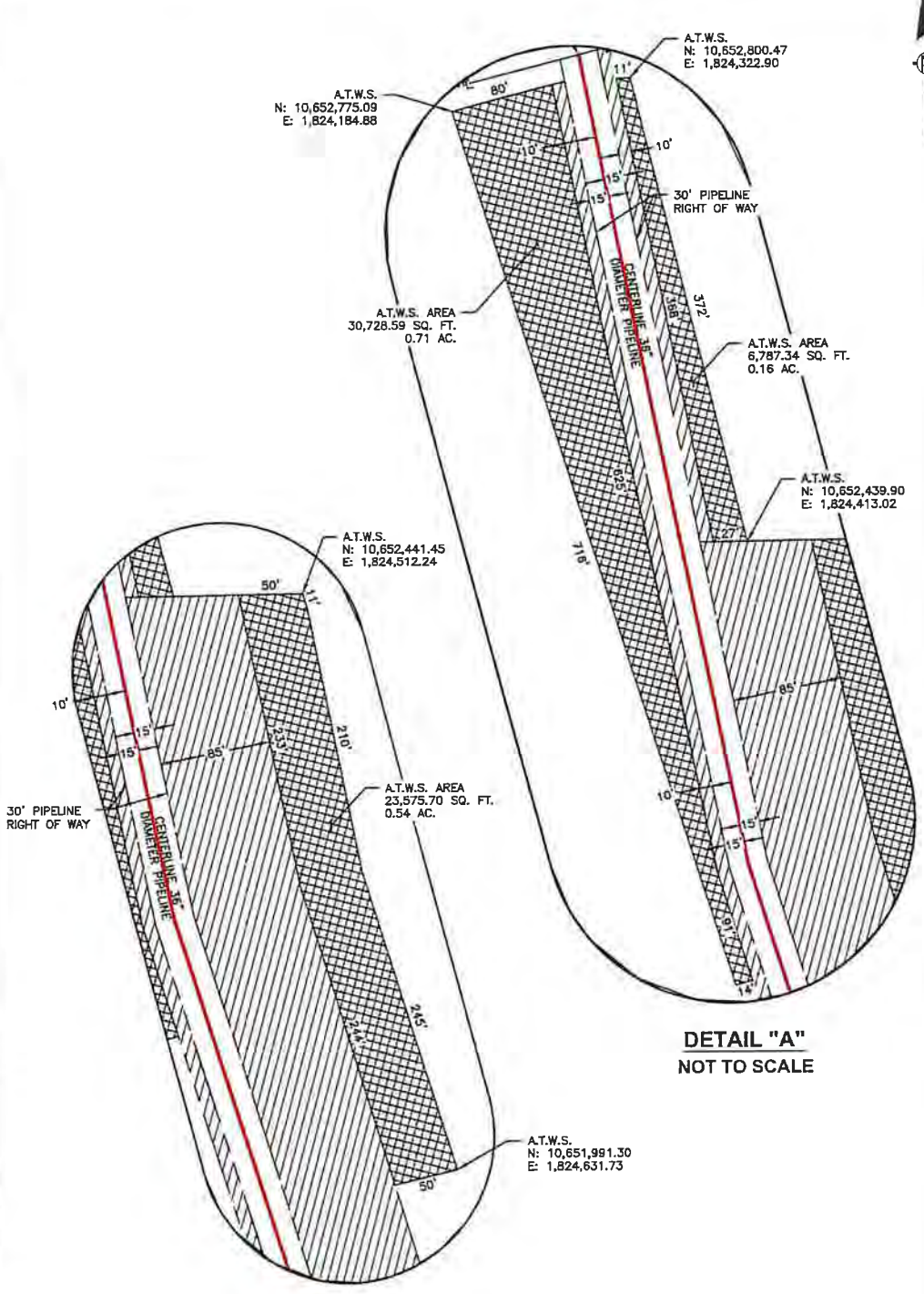
MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS
DWN. BY: RR DATE: 10/7/22
CHK. BY: TDS DATE: 10/10/22
PAGE: 1 OF 4 REV: 1

STN-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

J:\Jobs\34150 - Matterhorn Pipeline MXP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0060.000_REV 1.dwg

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

LEGEND

D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS
VOL., PG	VOLUME, PAGE
DOC#	DOCUMENT NUMBER
	EDGE OF PIPELINE RIGHT OF WAY
	TEMPORARY WORKSPACE (T.W.S.)
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

POINT OF BEGINNING	P.O.B.	CENTERLINE	
POINT OF TERMINATION	P.O.T.	PROPERTY LINE	
POINT OF COMMENCEMENT	P.O.C.	SECTION LINE	
POINT OF EXIT	P.O.E.	ADJOINER PROPERTY	
POINT OF RE-ENTRY	P.O.R.E.	EXISTING PIPELINE	
RIGHT OF WAY	R.O.W.	FLY TIE	
FOUND MONUMENT	●		
POINT OF INTERSECTION	○		

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232

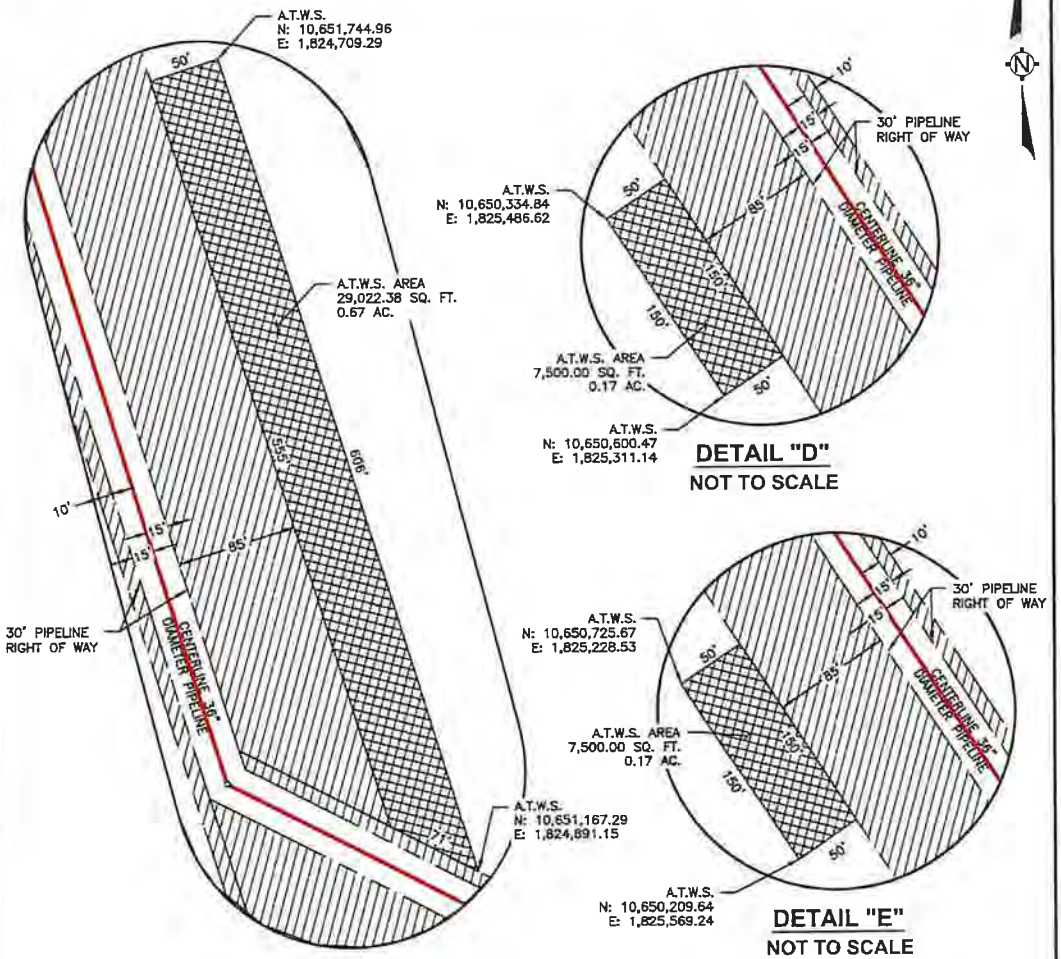
MATTERHORN EXPRESS

PROJECT:	MATTERHORN EXPRESS		
DWN. BY:	RR	DATE:	10/7/22
CHK. BY:	TDS	DATE:	10/10/22
PAGE:	2 OF 4	REV:	1

STN-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

Z:\Projects\54150 - Matterhorn Pipeline MXP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0060.000_REV 1.dwg

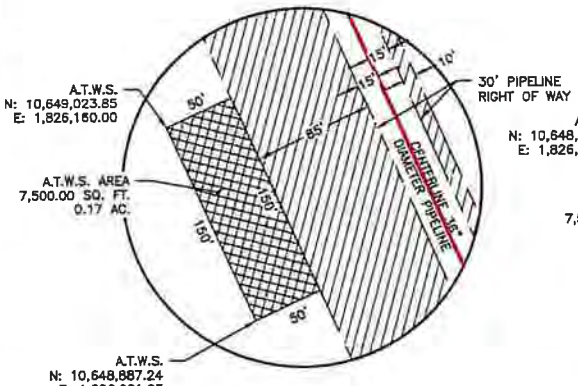
EXHIBIT "A"



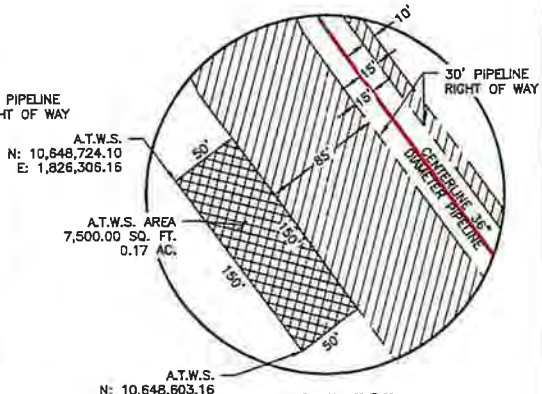
DETAIL "C"
NOT TO SCALE

DETAIL "D"
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DETAIL "E"
NOT TO SCALE



DETAIL "F"
NOT TO SCALE



DETAIL "G"
NOT TO SCALE

D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E.,
Suite 200
San Antonio, TX 78232

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS	
DWN. BY: RR	DATE: 10/7/22
CHK. BY: TDS	DATE: 10/10/22
PAGE: 3 of 4	REV: 1

STN-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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EXHIBIT "A"

30 FOOT WIDE PIPELINE RIGHT OF WAY

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY ACROSS THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOLUME 1160, PAGE 622, DEED RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 16, BLOCK 37, T3S, T.& P. RAILROAD COMPANY SURVEY, ABSTRACT 903, MIDLAND COUNTY, TEXAS, SAID PIPELINE RIGHT OF WAY BEING 15 FEET ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD [N: 10,651,820.32', E: 1,820,397.36'] AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND, AND THE NORTHWEST CORNER OF SAID SECTION 16; THENCE N 75°35'38" E, A DISTANCE OF 4,011.57 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND, THE NORTH LINE OF SAID SECTION 16 AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE S 11°38'16" E, A DISTANCE OF 644.33 FEET TO A POINT;

THENCE S 17°28'30" E, A DISTANCE OF 1,002.71 FEET TO A POINT;

THENCE S 62°38'34" E, A DISTANCE OF 617.06 FEET TO A POINT;

THENCE S 33°26'17" E, A DISTANCE OF 951.37 FEET TO A POINT;

THENCE S 34°45'16" E, A DISTANCE OF 332.31 FEET TO A POINT;

THENCE S 16°22'06" E, A DISTANCE OF 256.49 FEET TO A POINT;

THENCE S 24°23'39" E, A DISTANCE OF 875.72 FEET TO A POINT;

THENCE S 36°16'02" E, A DISTANCE OF 463.94 FEET TO A POINT;

THENCE S 11°45'30" E, A DISTANCE OF 324.92 FEET TO A POINT;

THENCE S 29°45'30" E, A DISTANCE OF 59.50 FEET TO A POINT;

THENCE S 47°45'30" E, A DISTANCE OF 30.87 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND, THE SOUTH LINE OF SAID SECTION 16 AND THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1" IRON PIPE AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AND SAID SECTION 16 BEARS S 75°18'04" E, A DISTANCE OF 54.46 FEET; SAID CENTERLINE BEING 5,559.22 FEET, OR 336.92 RODS IN LENGTH, AND SAID PIPELINE RIGHT OF WAY CONTAINING 3.83 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

BEING AN EIGHTY-FIVE (85) FOOT WIDE AND A TEN (10) FOOT WIDE STRIPS OF LAND, PARALLEL AND COINCIDENT WITH AND ADJOINING THE SIDES OF THE ABOVE DESCRIBED THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY. SAID STRIPS OF LAND SHALL EXTEND THE ENTIRE LENGTH OF THE THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY AS SHOWN ON THE ATTACHED PLAT, CONTAINING 11.33 ACRES OF LAND, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

BEING ADDITIONAL TEMPORARY WORKSPACE AREAS AS SHOWN ON THE ATTACHED PLAT, CONTAINING 2.75 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
REGISTERED
LARRY TURMAN
1740
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

LARRY TURMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1740
CENTRO RESOURCES, LLC
1410 FALL CREEK HIGHWAY, GRANBURY, TEXAS 76049
T.B.P.L.S. FIRM NO. 10193888

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232

MATTERHORN EXPRESS

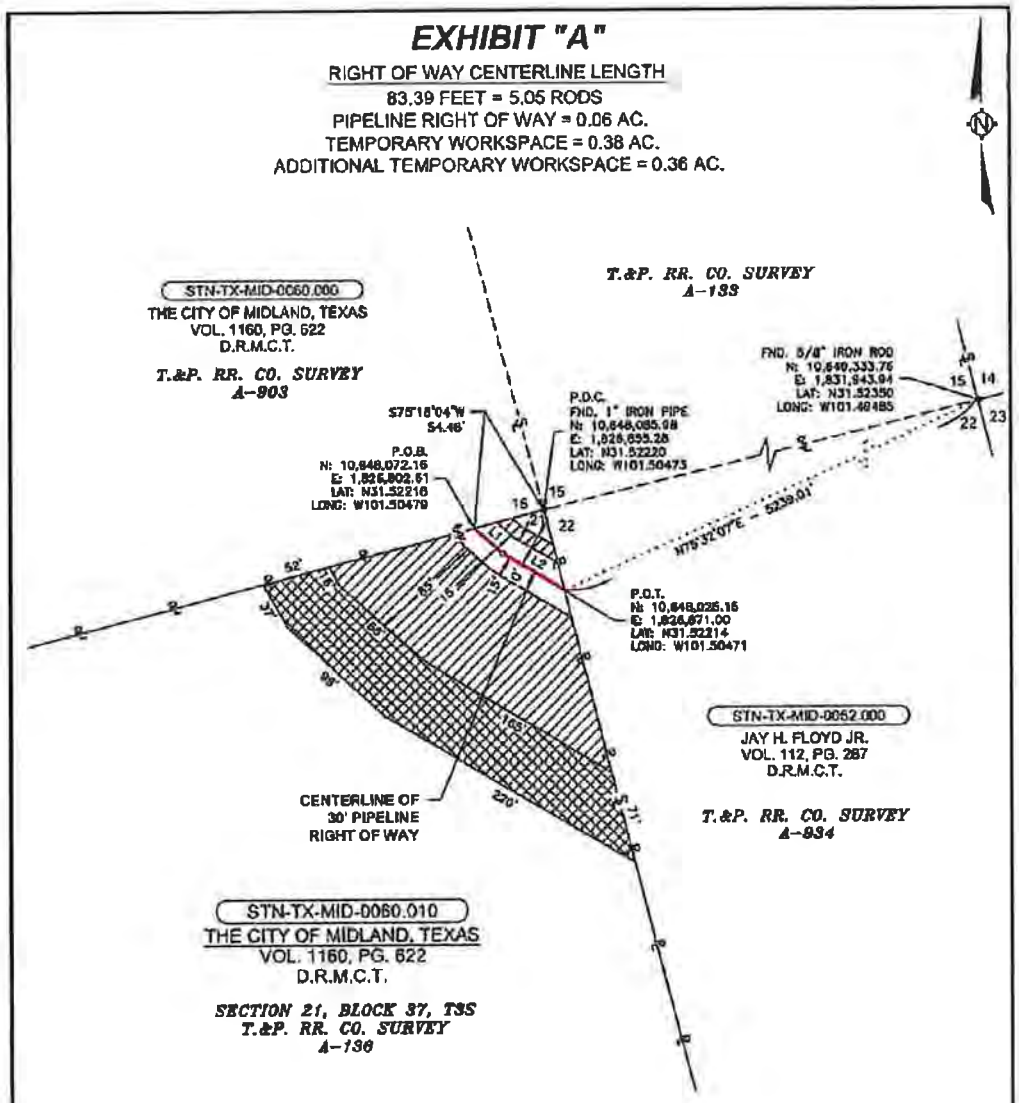
PROJECT:	MATTERHORN EXPRESS		
DWN. BY:	RR	DATE:	10/7/22
CHK. BY:	TDS	DATE:	10/10/22
PAGE:	4 OF 4	REV:	1

STN-TX-MID-0060.000
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

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EXHIBIT "A"

RIGHT OF WAY CENTERLINE LENGTH
83.39 FEET = 5.05 RODS
PIPELINE RIGHT OF WAY = 0.06 AC.
TEMPORARY WORKSPACE = 0.38 AC.
ADDITIONAL TEMPORARY WORKSPACE = 0.36 AC.



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S47°45'30"E	28.84'
L2	S59°32'04"E	54.75'

NOTES:
1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
LARRY TURMAN
1740
PROFESSIONAL
LAND SURVEYOR

LARRY TURMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1740
CENTRO RESOURCES, LLC
1410 FALL CREEK HIGHWAY, GRANBURY, TEXAS 76049
T.B.P.L.S. FIRM NO. 10193888

LEGEND

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
PIPELINE RIGHT OF WAY (P.E.)
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

0' 50' 100'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS	
DWN. BY: LT	DATE: 1/3/23
CHK. BY: TDS	DATE: 1/3/23
PAGE: 1 of 2	REV: 2

STN-TX-MID-0060.010
30' WIDE PIPELINE RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

EXHIBIT "A"

30 FOOT WIDE PIPELINE RIGHT OF WAY

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY ACROSS THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOLUME 1160, PAGE 622, DEED RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 21, BLOCK 37, T3S, T.& P. RAILROAD COMPANY SURVEY, ABSTRACT 136, MIDLAND COUNTY, TEXAS, SAID PIPELINE RIGHT OF WAY BEING 15 FEET ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON PIPE [N: 10,648,085.98', E: 1,826,855.28'] AT THE NORTHEAST CORNER OF SAID PARCEL OF LAND AND SAID SECTION 21; THENCE S 75°18'04" W, A DISTANCE OF 54.46 FEET, TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND, THE NORTH LINE OF SAID SECTION 21 AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE S 47°45'30" E, A DISTANCE OF 28.64 FEET TO A POINT;

THENCE S 59°32'04" E, A DISTANCE OF 54.75 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL OF LAND, THE EAST LINE OF SAID SECTION 21 AND THE POINT OF TERMINATION OF THIS HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 5/8" IRON ROD AT THE NORTHEAST CORNER OF SECTION 22, BLOCK 37, T. & P. RR. CO. SURVEY, ABSTRACT 934 BEARS N 75°32'07" E, A DISTANCE OF 5,239.01 FEET; SAID CENTERLINE BEING 83.39 FEET, OR 5.05 RODS IN LENGTH, AND SAID PIPELINE RIGHT OF WAY CONTAINING 0.06 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

BEING AN EIGHTY-FIVE (85) FOOT WIDE AND A TEN (10) FOOT WIDE STRIPS OF LAND, PARALLEL AND COINCIDENT WITH AND ADJOINING THE SIDES OF THE ABOVE DESCRIBED THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY. SAID STRIPS OF LAND SHALL EXTEND THE ENTIRE LENGTH OF THE THIRTY (30) FOOT WIDE PIPELINE RIGHT OF WAY AS SHOWN ON THE ATTACHED PLAT, CONTAINING 0.38 ACRES OF LAND, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

BEING AN ADDITIONAL TEMPORARY WORKSPACE AREA AS SHOWN ON THE ATTACHED PLAT, CONTAINING 0.36 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
REGISTERED
LARRY TURMAN
1740
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY WORLEE. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

3/9/23

LARRY TURMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1740
CENTRO RESOURCES, LLC
1410 FALL CREEK HIGHWAY, GRANBURY, TEXAS 76049
T.B.P.L.S. FIRM NO. 10193688

LWS 500 N. Loop 1604 E. Suite 200 San Antonio, TX 78232	MATTERHORN	PROJECT: MATTERHORN EXPRESS		STN-TX-MID-0060.010 30' WIDE PIPELINE RIGHT OF WAY THE CITY OF MIDLAND, TEXAS MIDLAND COUNTY, TEXAS
		DWN. BY: LT	DATE: 1/3/23	
		CHK. BY: TDS	DATE: 1/3/23	
		PAGE: 2 of 2	REV: 2	

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City Council Meeting

Item Number: 20

Meeting Date: April 11, 2023

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (23-329-016) between the City of Midland and Matterhorn Express Pipeline, LLC, regarding City-owned property described as section 9, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide the applicant a 20' wide right of way to place 249.87' / 15.14 rods of 22Kv phase-to-ground, overhead electrical power to the proposed surface valve site on City of Midland-owned Sprayberry Farm real property.

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

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($73.00 per rod x 15.14 rods) $1,059.80

Total Collected: $2,059.80

Discussion:

This Right of Way will allow applicant to bring electrical power to the above ground valve configuration site for the proposed 36” Gas Utility pipeline.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Morris Williams Jr.

City Manager’s Office

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2023 8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:**		
	PHONE (A/C, No, Ext):	**FAX (A/C, No):**	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Employers Insurance Company of Wausau		21458
INSURED 1461468 Matterhorn Express Pipeline, LLC. 100 Congress, Suite 2200 Austin TX 78701	**INSURER B :** Liberty Insurance Corporation		42404
	INSURER C : Liberty Mutual Fire Insurance Company		23035
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 18760816 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TBC-641-445638-032	5/18/2022	5/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	AS2-641-445638-022	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	TH7-641-445638-042	5/18/2022	5/18/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCC-641-445638-012	5/18/2022	5/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

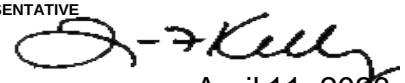
CERTIFICATE HOLDER

18760816
City of Midland, Texas
a home-rule municipal corporation
PO Box 1152
Midland TX 79702

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

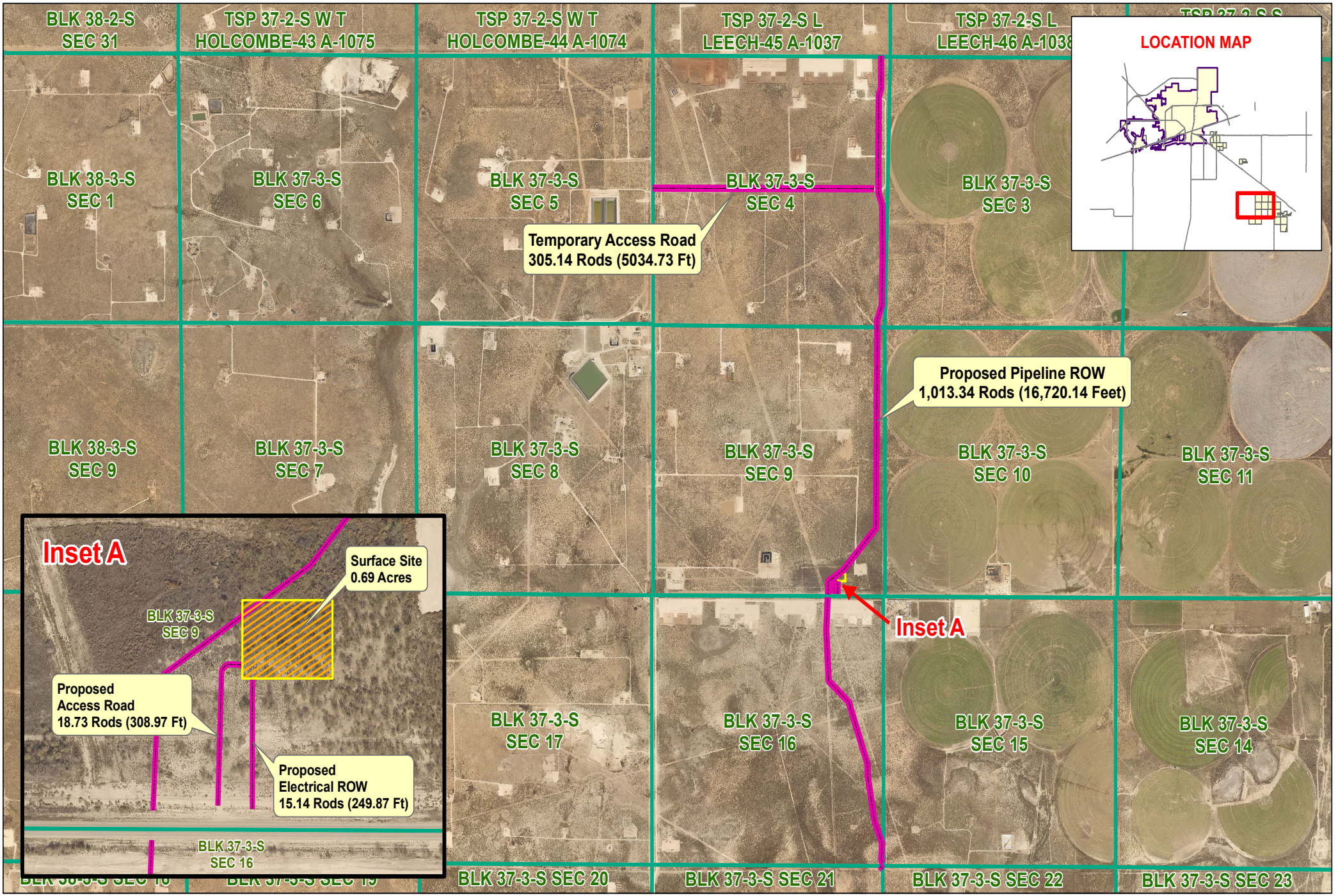


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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 3/15/2023

Proposed ROW
Surface Site
Survey Section

PACKET

20.5

Matterhorn Proposed ROW & Surface Site

April 11, 2023

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RIGHT OF WAY LICENSE

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

Date:	April 12, 2023
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Matterhorn Express Pipeline, LLC a Delaware limited liability company
Licensee's Representative:	Glenn Kellison
Licensee's Mailing Address:	100 Congress Avenue, Suite 2200 Austin, Texas 78701
Property:	As described in Article III below
License Number:	23-329-016

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

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

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

a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

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

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

II. Financial Consideration

A. License Fee. A license fee in the amount of ONE THOUSAND FIFTY-NINE and 80/100 Dollars ($1,059.80) ("License Fee") shall be due and payable on or prior to the Commencement Date.

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

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

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

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

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being twenty feet (20') in width of the line location 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 line locations, a 22kv phase-to-ground overhead electrical power line and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the line(s) and facilities 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 line(s) and facilities 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. Intentionally 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 LINE 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. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the line or permitted facilities or structures that must be moved. 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. However, Licensor agrees not to grant other easements crossing the surface site, as such surface site is exclusive to Licensee during the term of this License.

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 line 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 not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

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

condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

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

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

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

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 line or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor, without any claim for reimbursement for the cost of the alteration, change or relocation or for damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the line or permitted facilities or structures that must be relocated, changed or altered. 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.

O. Surface Site. Intentionally omitted.

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 include 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 include 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 include 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 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. 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 LINE OR OTHER PERMITTED FACILITIES OR STRUCTURES 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 LINE OR PERMITTED FACILITIES OR STRUCTURES 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. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

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. 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, TO THE EXTENT SUCH IMMUNITY EXISTS.

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 RELATED TO THIS LICENSE, 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 ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, 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 SHOULD SUCH IMMUNITY APPLY**.

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses

of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee

commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Memorandum of Right of Way License. Licensor and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensor.

Q. 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.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. 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.

T. 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 to Follow.)

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this 28th day of March, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 28th day of March, 2023.

_____
Notary Public, State of Texas

THAO THANH NGUYEN
Notary Public, State of Texas
Comm. Expires 10-22-2023
Notary ID 130416209

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT B

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

FORM OF MEMORANDUM OF RIGHT OF WAY LICENSE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Right of Way License (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Licensor") and MATTERHORN EXPRESS PIPELINE, LLC, whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (herein "Licensee").

WITNESSETH:

Licensor and Licensee have entered into that certain Right of Way License dated effective as of _____ __, 20__ (the "Right of Way License") under which Licensor grants unto Licensee the right to enter upon the Property, being twenty feet (20') in width of the line location 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 line locations locations, a 22Kv phase-to ground overhead electrical power line and to have the right of ingress and egress at convenient points for such purpose (the "Property"), for such purposes, subject to the terms of the Right of Way License and as more particularly described in the Right of Way License.

Licensor and Licensee are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Licensor and/or Licensee of the existence of the Right of Way License and of the rights and obligations contained therein. Licensor and Licensee give notice that the Right of Way License may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Right of Way License, the terms of the Right of Way License shall control.

The Right of Way License constitutes the entire agreement between Licensor and Licensee concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 20__.

LICENSOR:

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

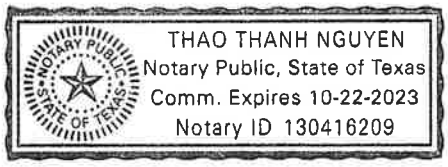
LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By:_____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 _____, 2023.



_____
Notary Public, State of Texas

EXHIBIT A

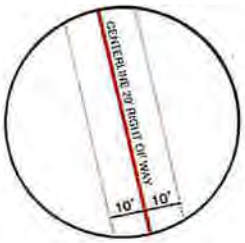
Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT "A"

ELECTRICAL RIGHT OF WAY
249.87 FEET = 15.14 RODS
RIGHT OF WAY AREA = 0.12 AC.



DETAIL "A"
NOT TO SCALE

STN-TX-MID-0058.000-EE
THE CITY OF MIDLAND, TEXAS
VOL. 1276, PG. 94
O.P.R.M.C.T.

SECTION 9, BLOCK 37, T3S
T. & P. RR. CO. SURVEY
A-132

CENTERLINE 36"
DIAMETER PIPELINE

SURFACE SITE LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N14°35'23"W	249.87'

SURFACE SITE

P.O.T.
N: 10,653,173.84
E: 1,824,421.43
LAT: N31.88667
LONG: W101.85453

CENTERLINE 20'
WIDE ELECTRICAL
RIGHT OF WAY

DETAIL "A"

ACCESS ROAD

S75°44'55"W - 1039.70'
E. COUNTY ROAD 200

P.O.C.
FOUND 5/8"
IRON ROD
N: 10,653,187.97
E: 1,825,492.08
LAT: N31.88675
LONG: W101.85109

T.&P. RR. CO. SURVEY
A-903

P.O.B.
N: 10,652,932.02
E: 1,824,484.37
LAT: N31.88600
LONG: W101.85432

STATE OF TEXAS
REGISTERED
LARRY TURMAN
1740
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

1/19/23

LARRY TURMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1740
CENTRO RESOURCES, LLC
1410 FALL CREEK HIGHWAY, GRANBURY, TEXAS 76049
T.B.P.L.S. FIRM NO. 10193888

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL., PG VOLUME, PAGE
DOC.# DOCUMENT NUMBER
PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 100' 200'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT
POINT OF INTERSECTION

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS		
DWN. BY: DPS	DATE: 01/17/23	
CHK. BY: MP	DATE: 01/17/23	
PAGE: 1 OF 2	REV: 0	

STN-TX-MID-0058.000-EE
20' WIDE ELECTRICAL RIGHT OF WAY
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

J:\Files\54150 - Matterhorn Pipeline MAP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000-EE_REV 0.dwg

EXHIBIT "A"

20 FOOT WIDE ELECTRICAL RIGHT OF WAY

BOUNDARY DESCRIPTION OF A TWENTY (20) FOOT WIDE ELECTRICAL RIGHT OFWAY WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOLUME. 1276, PAGE 94, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 9, BLOCK 37, T3S, T.& P. RAILROAD COMPANY, ABSTRACT 132, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON ROD [N: 10,653,187.97', E: 1,825,492.08'] AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND, AND SAID SECTION 9; THENCE S 75°44'55" W, A DISTANCE OF 1,039.70 FEET, TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED RIGHT OF WAY;

THENCE N 14°35'23" W, A DISTANCE OF 249.87 FEET, TO THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED ELECTRICAL RIGHT OF WAY, SAID RIGHT OF WAY BEING 249.87 FEET, OR 15.14 RODS IN LENGTH, AND CONTAINING 0.12 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
REGISTERED
LARRY TURMAN
1740
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

1/19/23

LARRY TURMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1740
CENTRO RESOURCES, LLC
1410 FALL CREEK HIGHWAY, GRANBURY, TEXAS 76049
T.B.P.L.S. FIRM NO. 10193888

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS			
DWN. BY: DPS	DATE: 01/17/23	STN-TX-MID-0058.000-EE 20' WIDE ELECTRICAL RIGHT OF WAY THE CITY OF MIDLAND, TEXAS MIDLAND COUNTY, TEXAS	
CHK. BY: MP	DATE: 01/17/23		
PAGE: 2 OF 2	REV: 0		

R:\Tules\84150 - Matterhorn Pipeline MXP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000-EE_REV 0.dwg

City Council Meeting

Item Number: 21

Meeting Date: April 11, 2023

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (23-329-017) between the City of Midland and Matterhorn Express Pipeline, LLC, regarding City-owned property described as section 9, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide the applicant a 30' wide, 308.98' / 18.73-rod road right of way to the proposed surface valve site on City of Midland-owned Sprayberry Farm real property.

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

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($140.00 per rod x 18.73) $ 2,622.20.

Total Collected: $3,622.20

Discussion:

This Right of Way will allow the applicant to build a typical oil field access road to the above-ground valve configuration site for the proposed 36” Gas Utility pipeline.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and are on file.

City Secretary to record completed License Agreement

Morris Williams Jr.

City Manager’s Office

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2023 8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Employers Insurance Company of Wausau	21458
INSURED 1461468	Matterhorn Express Pipeline, LLC. 100 Congress, Suite 2200 Austin TX 78701	**INSURER B :** Liberty Insurance Corporation	42404
		INSURER C : Liberty Mutual Fire Insurance Company	23035
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18760816 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TBC-641-445638-032	5/18/2022	5/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	AS2-641-445638-022	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	TH7-641-445638-042	5/18/2022	5/18/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCC-641-445638-012	5/18/2022	5/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

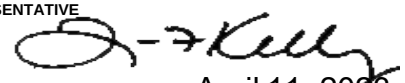
CERTIFICATE HOLDER

18760816
City of Midland, Texas
a home-rule municipal corporation
PO Box 1152
Midland TX 79702

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

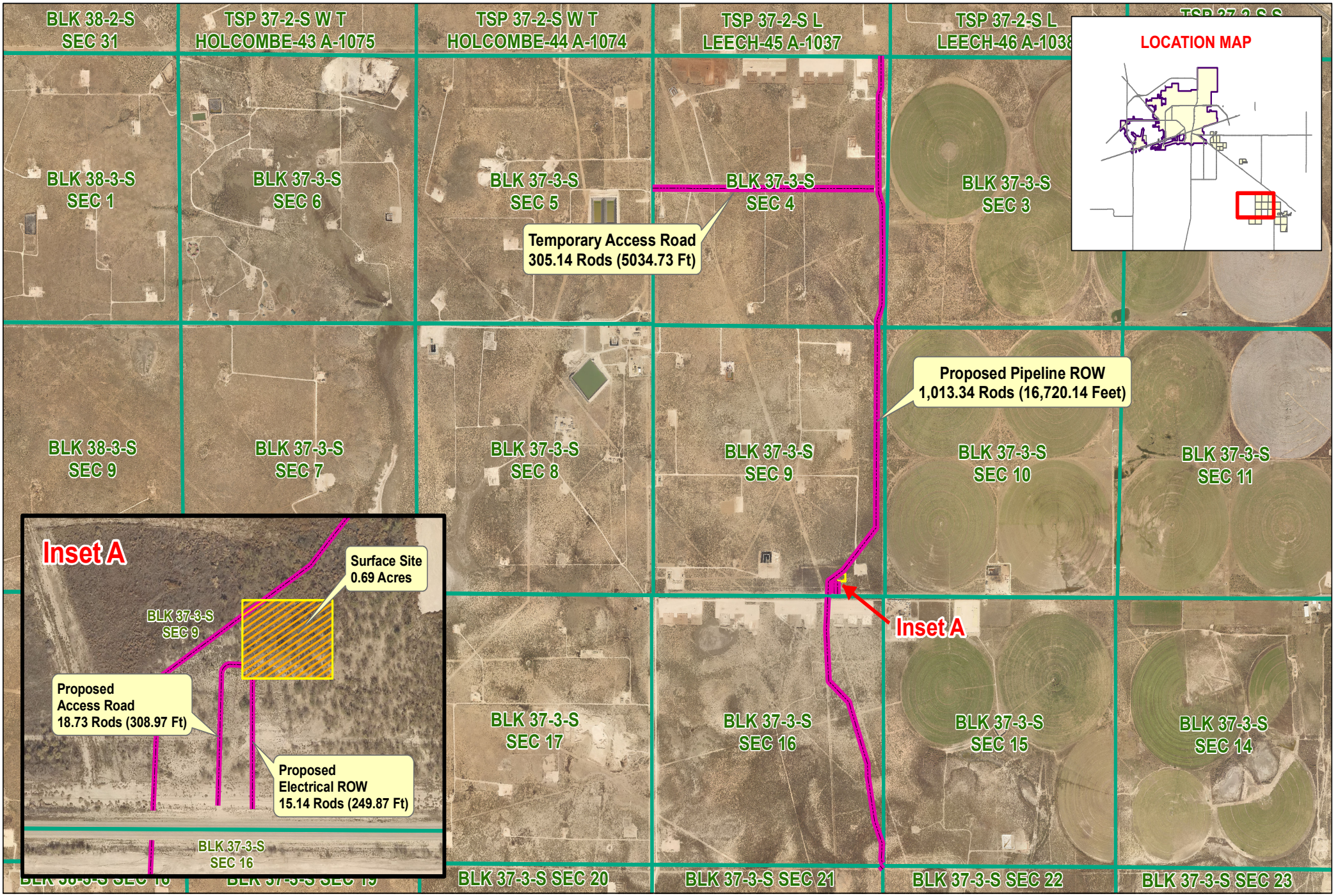


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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 3/15/2023

Proposed ROW
Surface Site
Survey Section

PACKET

21.5

Matterhorn Proposed ROW & Surface Site

April 11, 2023

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RIGHT OF WAY LICENSE

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

Date:	April 12, 2023
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Matterhorn Express Pipeline, LLC a Delaware limited liability company
Licensee's Representative:	Glenn Kellison
Licensee's Mailing Address:	100 Congress Avenue, Suite 2200 Austin, Texas 78701
Property:	As described in Article III below
License Number:	23-329-017

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

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

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

a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

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

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

II. Financial Consideration

A. License Fee. A license fee in the amount of TWO THOUSAND SIX HUNDRED TWENTY-TWO and 20/100 Dollars ($2,622.20) ("License Fee") shall be due and payable on or prior to the Commencement Date.

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

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

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

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

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty feet (30') in width of the road location 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, an access road, not to exceed thirty feet (30') and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the road and facilities 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 road and facilities 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. Intentionally 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 ROAD 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. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the road or permitted facilities or structures that must be moved. 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. However, Licensor agrees not to grant other easements crossing the surface site, as such surface site is exclusive to Licensee during the term of this License.

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 road 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 not be unreasonably withheld, conditioned or delayed; provided, however, if Licensor does not respond to Licensee within four (4) weeks, such request shall be deemed approved. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

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

condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

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

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

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

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 road 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 for damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. In connection with any such changes Licensor agrees to use commercially reasonable efforts to minimize the portion(s) of the road or permitted facilities or structures that must be relocated, changed or altered. 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.

O. Surface Site. Intentionally omitted.

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 include 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 include 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 include 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 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. 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 ROAD OR OTHER PERMITTED FACILITIES OR STRUCTURES 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 ROAD OR PERMITTED FACILITIES OR STRUCTURES 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. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

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. 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, TO THE EXTENT SUCH IMMUNITY EXISTS.

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 RELATED TO THIS LICENSE, 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 ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, 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 SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses

of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity, to the extent such immunity exists.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee

commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Memorandum of Right of Way License. Licensor and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensor.

Q. 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.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. 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.

T. 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 to Follow.)

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this 28th day of March, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 28th day of March, 2023.

_____
Notary Public, State of Texas

THAO THANH NGUYEN
Notary Public, State of Texas
Comm. Expires 10-22-2023
Notary ID 130416209

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT B

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

FORM OF MEMORANDUM OF RIGHT OF WAY LICENSE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Right of Way License (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Licensor") and MATTERHORN EXPRESS PIPELINE, LLC, whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (herein "Licensee").

WITNESSETH:

Licensor and Licensee have entered into that certain Right of Way License dated effective as of _____ __, 20__ (the "Right of Way License") under which Licensor grants unto Licensee the right to enter upon the Property, being thirty feet (30') in width of the road location 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 locations, an access road, not to exceed thirty feet (30') and to have the right of ingress and egress at convenient points for such purpose (the "Property"), for such purposes, subject to the terms of the Right of Way License and as more particularly described in the Right of Way License.

Licensor and Licensee are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Licensor and/or Licensee of the existence of the Right of Way License and of the rights and obligations contained therein. Licensor and Licensee give notice that the Right of Way License may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Right of Way License, the terms of the Right of Way License shall control.

The Right of Way License constitutes the entire agreement between Licensor and Licensee concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 20__.

LICENSOR:

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By:_____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 _____, 2023.

_____
Notary Public, State of Texas

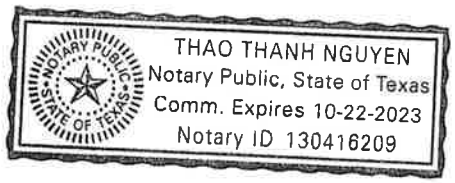


EXHIBIT A

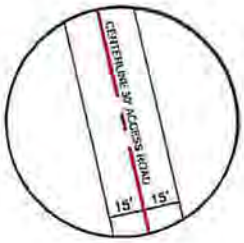
Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT "A"

30' WIDE ACCESS ROAD
308.98 = 18.73 RODS



DETAIL "A"
NOT TO SCALE

STN-TX-MID-0058.000-PA
THE CITY OF MIDLAND, TEXAS
VOL. 1276, PG. 94
O.P.R.M.C.T.

SECTION 9, BLOCK 37, T3S
T.&P. RR. CO. SURVEY
A-132

CENTERLINE 30' PIPELINE RIGHT OF WAY

ACCESS ROAD LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N12°44'19"W	255.17'
L2	N77°33'16"E	29.03'

SURFACE SITE

P.O.T.
N: 10,653,193.79
E: 1,824,393.46
LAT: N31.88672
LONG: W101.85463

S89°41'48"E-1098.63'

DETAIL "A"

CENTERLINE 30' ACCESS ROAD

S76°04'26"W-1116.39'

E. COUNTY ROAD 200

P.O.C.
FOUND 5/8" IRON ROD
N: 10,653,187.97
E: 1,825,492.08
LAT: N31.88675
LONG: W101.85109

T.&P. RR. CO. SURVEY
A-903

P.O.B.
N: 10,652,919.29
E: 1,824,408.51
LAT: N31.88597
LONG: W101.85456

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.15	24.77'	N33°37'41"E	23.24'

STATE OF TEXAS
REGISTERED
LARRY TURMAN
1740
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

LARRY TURMAN 12/6/22
LARRY TURMAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, NO. 1740, FIRM NO. 10194823

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 100' 200'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT ●
POINT OF INTERSECTION ○

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E.
Suite 200
San Antonio, TX 78232

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS	
DWN. BY: RR	DATE: 10/10/22
CHK. BY: TDS	DATE: 10/10/22
PAGE: 1 OF 2	REV: 1

STN-TX-MID-0058.000-PA
30' WIDE ACCESS ROAD
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

J:\Tulsa\54150 - Matterhorn Pipeline Mid\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000-PA_REV 1.dwg

EXHIBIT "A"

30' WIDE ACCESS ROAD

CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE ACCESS ROAD ACROSS THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOLUME 1276, PAGE 94, OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 9, BLOCK 37, T3S, T.& P. RAILROAD COMPANY, ABSTRACT 132, MIDLAND COUNTY, TEXAS, SAID ACCESS ROAD BEING 15 FEET ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON ROD [N: 10,653,187.97', E: 1,825,492.08'] AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND, THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE S 76°04'26" W, A DISTANCE OF 1,116.39 FEET, TO A POINT WITHIN SAID PARCEL OF LAND, THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 200 AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE N 12°44'19" W, A DISTANCE OF 255.17 FEET, TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.15 FEET, AN ARC LENGTH OF 24.77 FEET, A CHORD BEARING OF N 33°37'41" E, AND A CHORD LENGTH OF 23.24 FEET, TO A POINT;

THENCE N 77°33'16" E, A DISTANCE OF 29.03 FEET, TO A POINT ON THE WEST SIDE OF THE SURFACE SITE, AND THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 5/8" IRON ROD AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AND SAID SECTION 9 BEARS S 89°41'48" E, A DISTANCE OF 1,098.63 FEET; SAID CENTERLINE BEING 308.98 FEET, OR 18.73 RODS IN LENGTH.



NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORFLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

Larry Turman 12/6/22
LARRY TURMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, NO. 1740, FIRM NO. 10194623

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS			
DWN. BY:	RR	DATE:	10/10/22
CHK. BY:	TDS	DATE:	10/10/22
PAGE: 2 OF 2		REV:	1

STN-TX-MID-0058.000-PA
30' WIDE ACCESS ROAD
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

P:\Tulsa\54150 - Matterhorn Pipeline MXP\Drawings\Certified Plats\STANTON LATERAL\STN-TX-MID-0058.000-PA_REV 1.dwg

City Council Meeting

Item Number: 22

Meeting Date: April 11, 2023

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (23-329-018) between the City of Midland and Matterhorn Express Pipeline, LLC, regarding City-owned property described as section 4, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will allow the applicant access to an existing 20' wide oilfield road to the proposed pipeline construction in this section on City of Midland-owned Sprayberry Farm real property.

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

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($40.00 per rod x 305.14) $ 24,411.20.

Total Collected: $25,41.20

Discussion:

This Right of Way License covers the damages to the existing oil field access road for the applicant to the proposed 36” Gas Utility pipeline in this portion of Sprayberry Farm property.

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 are on file.

City Secretary to record completed License Agreement

Morris Williams Jr.

City Manager’s Office

CERTIFICATE OF LIABILITY INSURANCE

5/18/2023

DATE (MM/DD/YYYY) 8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1461468 Matterhorn Express Pipeline, LLC. 100 Congress, Suite 2200 Austin TX 78701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Employers Insurance Company of Wausau — 21458 **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** Liberty Mutual Fire Insurance Company — 23035 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18760816 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TBC-641-445638-032	5/18/2022	5/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	AS2-641-445638-022	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	TH7-641-445638-042	5/18/2022	5/18/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCC-641-445638-012	5/18/2022	5/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

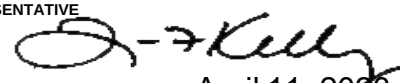
CERTIFICATE HOLDER

18760816
City of Midland, Texas
a home-rule municipal corporation
PO Box 1152
Midland TX 79702

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

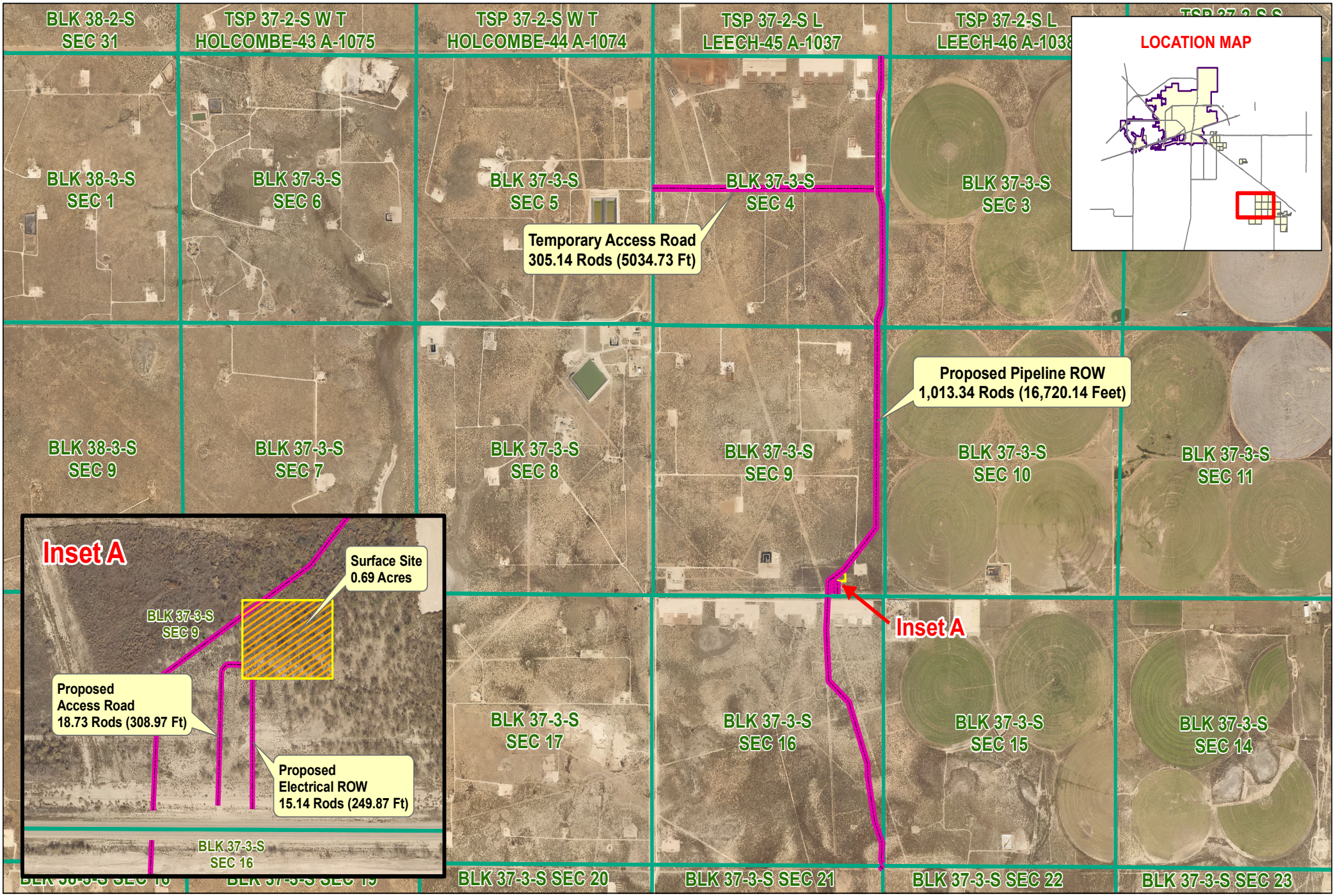


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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



Date: 3/15/2023

Proposed ROW
Surface Site
Survey Section

PACKET 22.5

Matterhorn Proposed ROW & Surface Site

April 11, 2023

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RIGHT OF WAY LICENSE

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

Date:	April 12, 2023
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Matterhorn Express Pipeline, LLC a Delaware limited liability company
Licensee's Representative:	Glenn Kellison
Licensee's Mailing Address:	100 Congress Avenue, Suite 2200 Austin, Texas 78701
Property:	As described in Article III below
License Number:	23-329-018

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

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

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

a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

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

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

II. Financial Consideration

A. License Fee. A license fee in the amount of TWENTY-FOUR THOUSAND FOUR HUNDRED ELEVEN and 20/100 Dollars ($24,411.20) ("License Fee") shall be due and payable on or prior to the Commencement Date.

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

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

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

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

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being the road location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of using along the herein described locations, a pre-existing 20 foot (20') access road and to have the right of ingress and egress at convenient points for such purpose (the "Property").

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. Intentionally 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 utilized by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's property or operations, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PROPERTY OR OPERATIONS ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**.

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 ceases uses 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. Intentionally omitted.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

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

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

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

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee.

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. 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.

O. Surface Site. Intentionally omitted.

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 include 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 include 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 include 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 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. 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 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 THE PRE-EXISTING ACCESS ROAD. 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. Notwithstanding the foregoing, Licensee may assign this License, in whole, without the consent of Licensor, to any: (i) entity that, directly or indirectly, in whole or in part, owns or controls, is owned or controlled by, or is under the common ownership or control of, Licensee; or (ii) any person, bank, financing institution or other lender, or groups thereof, as security for amounts payable under any financing or other arrangements under which Licensee has borrowed funds. Licensee will remain responsible for any obligations it incurs under this License prior to any assignment and will ensure that its assignee agrees, in writing, to be bound by the terms of this License, including but not limited to, the insurance requirements set forth hereinabove.

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. 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, TO THE EXTENT SUCH IMMUNITY EXISTS.

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 RELATED TO THIS LICENSE, 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 ORDINARY NEGLIGENCE.

H. Governmental Immunity. To the extent governmental immunity exists, 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 SHOULD SUCH IMMUNITY APPLY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves

the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity, to the extent such immunity exists.

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. Intentionally omitted.

P. Memorandum of Right of Way License. Licensor and Licensee have executed a Memorandum of Right of Way License in the form attached hereto as **Exhibit B**, dated of even date herewith, for recording in the records of the counties in which the Property is located, to give record notice of this Right of Way License. This Right of Way License shall not be recorded except with the prior written consent of Licensor.

Q. 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.

R. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

S. 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.

T. 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 to Follow.)

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By: _____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this 28th day of March, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 28th day of March, 2023.

_____
Notary Public, State of Texas

THAO THANH NGUYEN
Notary Public, State of Texas
Comm. Expires 10-22-2023
Notary ID 130416209

EXHIBIT A

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

Property

(see attached)

EXHIBIT B

Attached to that certain Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

FORM OF MEMORANDUM OF RIGHT OF WAY LICENSE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Right of Way License (this "Memorandum") is made and entered into by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Licensor") and MATTERHORN EXPRESS PIPELINE, LLC, whose address is 100 Congress Avenue, Suite 2200, Austin, Texas 78701 (herein "Licensee").

WITNESSETH:

Licensor and Licensee have entered into that certain Right of Way License dated effective as of _____ __, 20__ (the "Right of Way License") under which Licensor grants unto Licensee, the right to enter upon the Property, being the road location as shown on Exhibit A attached hereto and incorporated herein for the purpose of using along the herein described locations, a pre-existing 20 foot (20') access road and to have the right of ingress and egress at convenient points for such purpose (the "Property"), for such purposes, subject to the terms of the Right of Way License and as more particularly described in the Right of Way License.

Licensor and Licensee are executing this Memorandum for the purpose of placing the same of record in the above-referenced County, and in order to constitute constructive notice to all third parties dealing with Licensor and/or Licensee of the existence of the Right of Way License and of the rights and obligations contained therein. Licensor and Licensee give notice that the Right of Way License may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements. In the event of any conflict between the terms of this Memorandum and the Right of Way License, the terms of the Right of Way License shall control.

The Right of Way License constitutes the entire agreement between Licensor and Licensee concerning the subject matter thereof, superseding all negotiations, prior discussions and prior agreements and understandings related to the subject matter thereof.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ __, 20__.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by Robert Patrick, City Manager of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

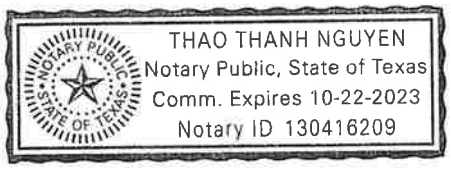
LICENSEE:
MATTERHORN EXPRESS PIPELINE, LLC

By:_____
Printed Name: Glenn Kellison
Title: SVP - Engineering

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2023 personally appeared Glenn Kellison an officer of Matterhorn Express Pipeline, 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 _____, 2023.



_____
Notary Public, State of Texas

EXHIBIT A

Attached to that certain Memorandum of Right of Way License
between the City of Midland, Texas, as "Licensor"
and
Matterhorn Express Pipeline, LLC, as "Licensee"

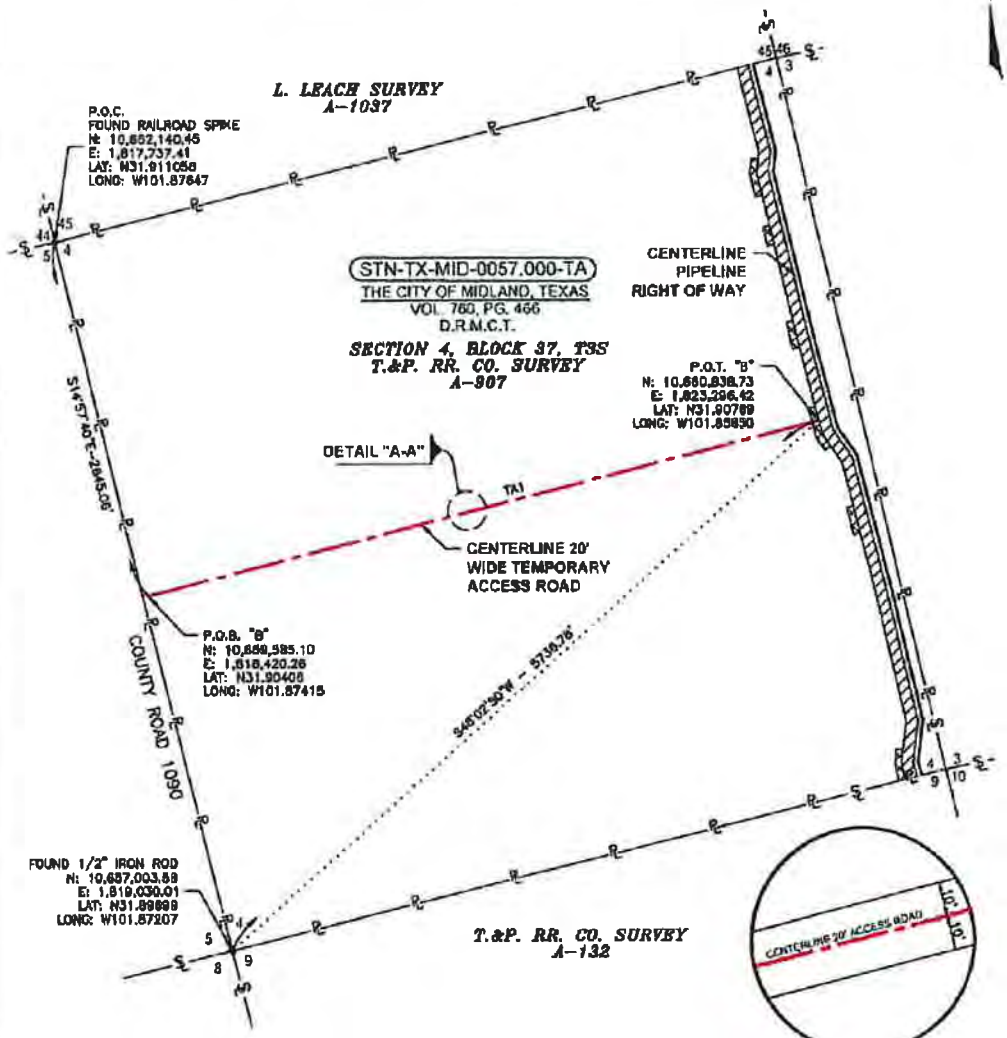
Property

(see attached)

EXHIBIT "A"

TEMPORARY ACCESS ROAD CENTERLINE LENGTH

5034.73 FEET = 305.14 RODS



DETAIL "A-A"

NOT TO SCALE

TEMP. ACCESS LINE TABLE		
NUMBER	BEARING	LENGTH
TA1	N75°34'55"E	5034.73'

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/24/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY NORTEXT. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
D.R.M.C.T. DEED RECORDS MIDLAND COUNTY, TEXAS
VOL, PG VOLUME, PAGE
DOC# DOCUMENT NUMBER
EDGE OF PIPELINE RIGHT OF WAY
TEMPORARY WORKSPACE (T.W.S.)
ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

0' 500' 1000'
GRAPHIC SCALE IN FEET

POINT OF BEGINNING P.O.B.
POINT OF TERMINATION P.O.T.
POINT OF COMMENCEMENT P.O.C.
POINT OF EXIT P.O.E.
POINT OF RE-ENTRY P.O.R.E.
RIGHT OF WAY R.O.W.
FOUND MONUMENT ●
POINT OF INTERSECTION ○

CENTERLINE
PROPERTY LINE
SECTION LINE
ADJOINER PROPERTY
EXISTING PIPELINE
FLY TIE

LWS
500 N. Loop 1604 E.
Suite 209
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS		
DWN. BY:	CR	DATE: 9/15/22
CHK. BY:	TDS	DATE: 9/19/22
PROJ: 1 OF 2		REV: 0

STN-TX-MID-0057.000-TA
20' WIDE TEMPORARY ACCESS ROAD
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

EXHIBIT "A"

20 FOOT WIDE TEMPORARY ACCESS ROAD

CENTERLINE DESCRIPTION OF A TWENTY (20) FOOT WIDE TEMPORARY ACCESS ROAD ACROSS THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF MIDLAND, TEXAS, VOL. 760, PAGE 466, DEED RECORDS OF MIDLAND COUNTY, TEXAS, BEING OUT OF SECTION 4, BLOCK 37, T3S, T.& P. RAILROAD COMPANY, ABSTRACT 907, MIDLAND COUNTY, TEXAS, SAID ACCESS ROAD BEING 10 FEET ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE [N: 10,662,140.45', E: 1,817,737.41'] AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND, THE NORTHWEST CORNER OF SAID SECTION 4; THENCE S 14°57'40" E, A DISTANCE OF 2,645.06 FEET, TO A **POINT** WITHIN SAID PARCEL OF LAND, THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 1090 AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE N 75°34'55" E, A DISTANCE OF 5,034.73 FEET, TO A POINT WITHIN SAID PARCEL OF LAND, AND THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1/2" IRON ROD AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND AND SAID SECTION 12 BEARS S 48°02'50" W, A DISTANCE OF 5,736.78 FEET; SAID CENTERLINE BEING 5,034.73 FEET, OR 305.14 RODS IN LENGTH.

NOTES:

1. OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY HORTLEET. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (4203), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY LWS.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
4. COMPANION DRAWING IS FILED IN THE OFFICE OF LWS AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

STATE OF TEXAS
REGISTERED
ANDREW JIMENEZ
6270
PROFESSIONAL
LAND SURVEYOR

10/24/22

ANDREW JIMENEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 6270

LWS
500 N. Loop 1604 E., Suite 200
San Antonio, TX 78232
Firm No. 10193785

MATTERHORN EXPRESS

PROJECT: MATTERHORN EXPRESS			
DWN. BY:	CR	DATE:	9/15/22
CHK. BY:	TDS	DATE:	9/19/22
PAGE: 2 OF 2		REV:	0

STN-TX-MID-0057.000-TA
20' WIDE TEMPORARY ACCESS ROAD
THE CITY OF MIDLAND, TEXAS
MIDLAND COUNTY, TEXAS

R:\Projects\34150 - Matterhorn Pipeline MCPA\Drawings\Certified Plats\STATION LATERAL\STN-TX-MID-0057.000-TA_REV 0.dwg

City Council Meeting

Item Number: 23

Meeting Date: April 11, 2023 (March 28, 2023)

To: City Council / City Manager

From: Jeffrey Fisher, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK 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)

Purpose:

The applicant, Louis Clay, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to construct a new single-family home.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The adjacent properties in all directions are zoned MF-22, Multi-Family Dwelling District. Several lots near the subject property were rezoned to SF-3 recently. 508 S. Benton Street was rezoned from MF-22 to SF-3 in 2019 (Ordinance No. 10,010) and 511 S. Benton Street was rezoned to SF-3 in 2020 (Ordinance No. 10,068).

Discussion:

The property is located at 605 S. Benton and is currently vacant. The applicant is requesting this zone change for the purposes of constructing a single-family residence on the property. The current zoning is MF-22, Multiple-Family Dwelling District. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the MF-22, Multiple-Family Dwelling District The property does meet the minimum lot size requirements for the SF-3, Single Family Dwelling District.

The SF-3, Single-Family Dwelling District requires a minimum of 5,500 square feet per lot, with a minimum width of 50-feet and 100-feet of depth for an interior lot. The property has a lot frontage of 50 feet, lot depth of 140 feet, and total lot area of 7,000 sq. ft. in compliance with the SF-3 dimensional standards. The lot was platted as Lot 10, Block 29, in the Greenwood Addition, Third, Fourth, and Fifth Sections.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

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 objections to zone change request

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

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 Oil and Gas issues.

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):

According to the Tall City Tomorrow Comprehensive Plan, (UR-M) Urban Residential-Medium land incorporates an array of housing styles such as single-family housing, two-family housing, townhouses and manufactured housing. The aim of the UR-M land use is to provide a sense of neighborhood. MF-16, Multiple-Family District is not included under the potential zoning for this UR-M land use. Therefore, changing the zoning to SF-3, Single-Family Dwelling District would fit the intended land use appropriately. The City of Midland Planning Department supports this rezone because the proposed project fits the existing surrounding uses properly.

This request was recommended for approval at the February 21, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-16, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of March 16, 2023.

Attachments:
Application
Maps
Aerial Map

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 29, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF BENTON STREET, APPROXIMATELY 110 FEET SOUTH OF EAST NEW YORK AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 10, Block 29, Greenwood Addition, Third, Fourth, And Fifth Sections, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

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

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

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

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

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-23-0321

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Louis Clay		Phone (432) 631-2909 Email Tallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State Tx	Zip 79705
Property Owner Printed Name: Archie Williams Jr.		Phone (432) 889-7437 Email archiewilliams2004@yahoo.com	
Address P.O. Box 52162	City Midland	State Tx	Zip 79710
Representative *(if different from Applicant or Property Owner)* Firm: Clay Homes LLC Printed Name: Louis Clay		Phone (432) 631-2909 Email Tallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State Tx	Zip 79705

Street Address: 605 E. Benton St.

Legal Description
Lot: 010 Block: 029 Subdivision: Greenwood

Current Zoning:	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To Build Single Family Home

Present Use of Property: Mult. family (MF-22)

Proposed Use of Property: Single Family Home (SF-3)

How would this zone change affect the public health, safety and welfare? _____

Describe how conditions affecting the property have changed since present zoning designation:
Unnecessarily Requiring a Re zone

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 1/5/23
Property Owner (printed) : ARCHIE L WILLIAMS SR	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

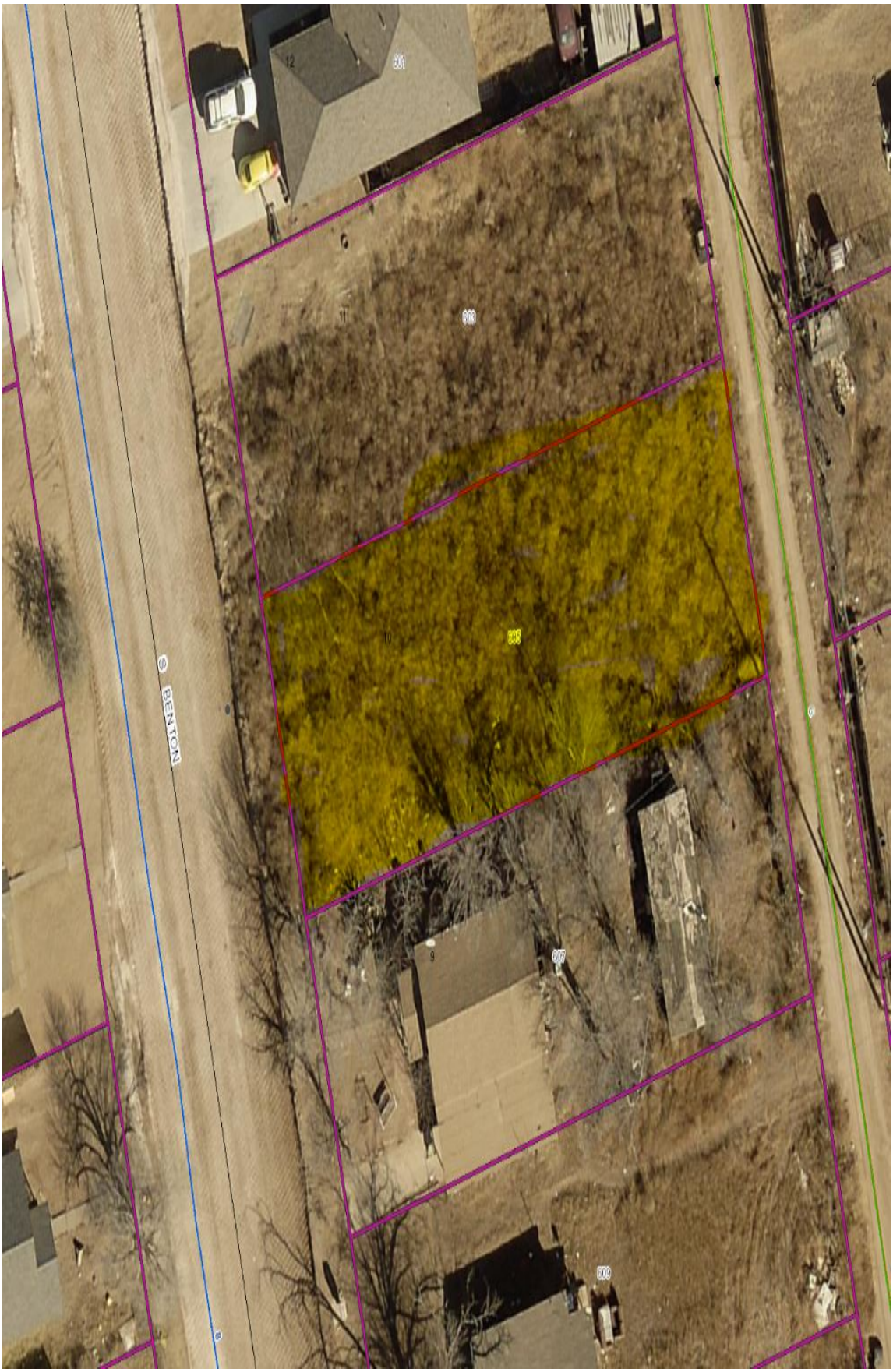
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

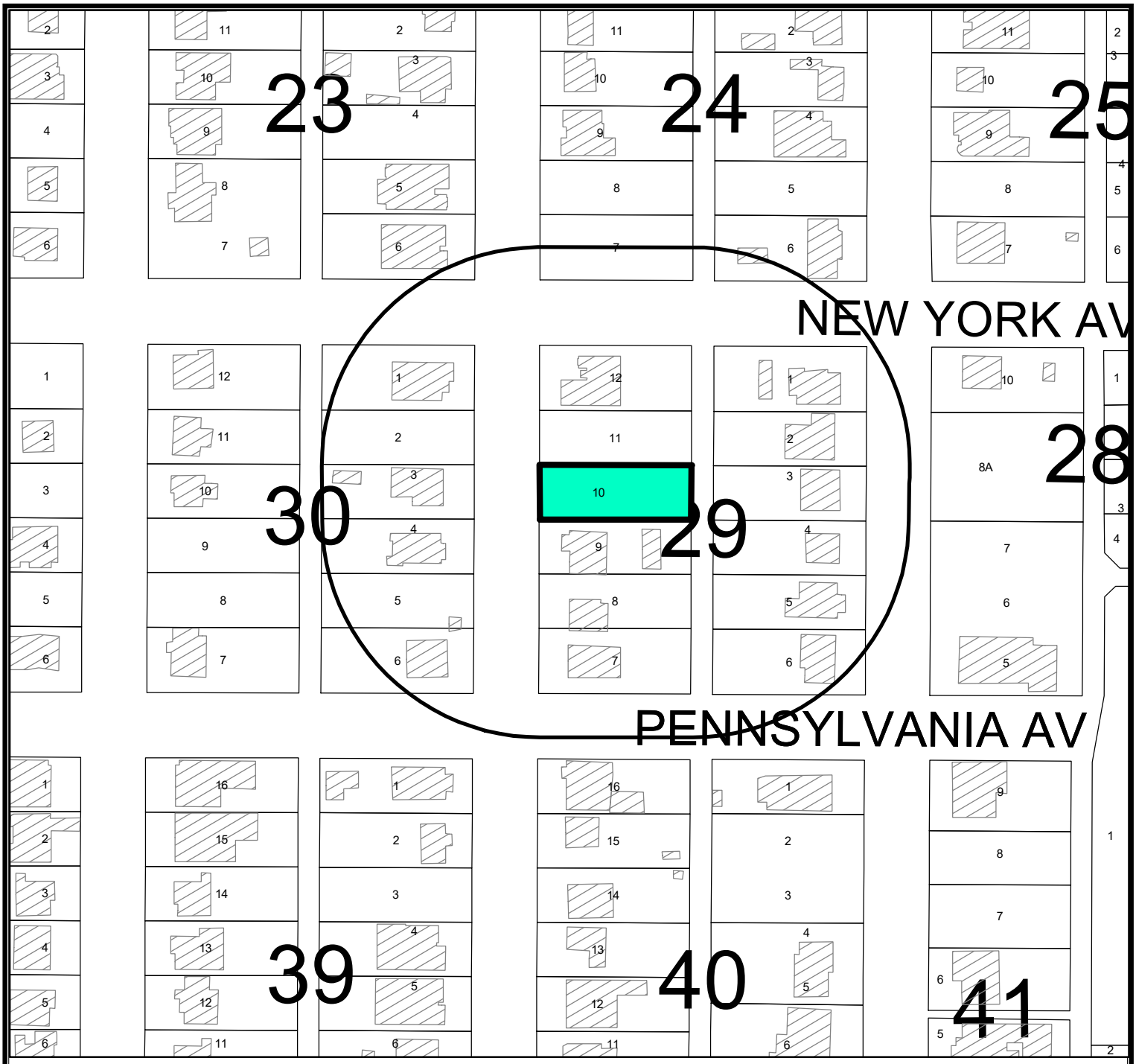
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1033	
Received By: DH	Date: 1/13/23

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


S BENTON



LOCATION MAP

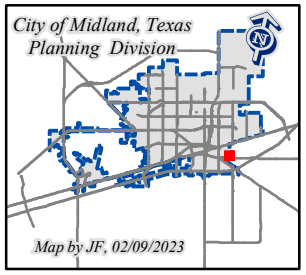
Z-23-0321 **Scale: 1" = 200'**

Consider a request by Louis Clay for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, on Lot 10, Block 29, Greenwood Addition, Midland County, Texas.

Generally located on the east side of Benton Street, approximately 110 feet south of E. New York Avenue (Council District 2).

LEGEND

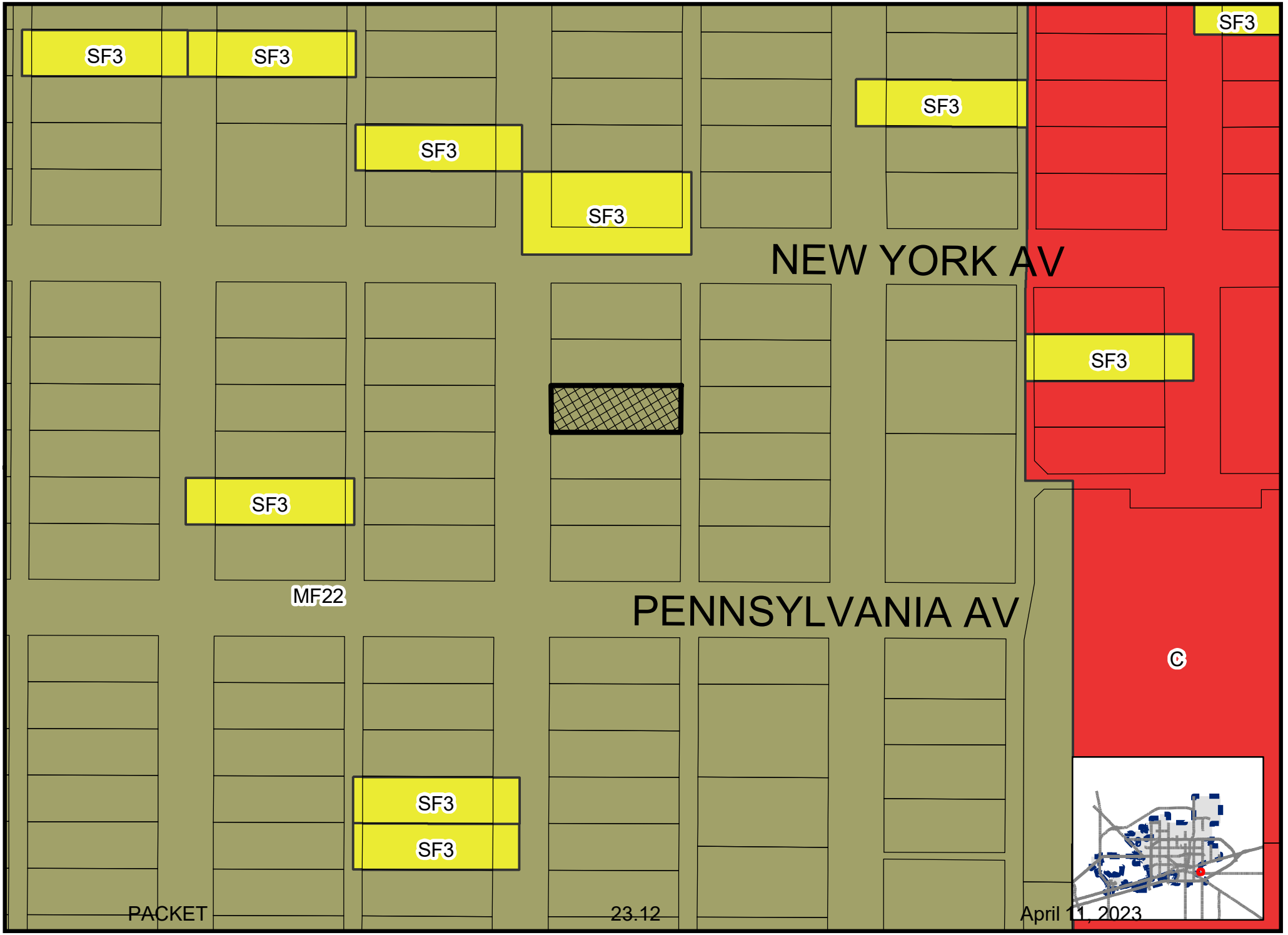
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

BACK 23.11

April 11, 2023



Map By JF, 2/9/2023

Z-23-0321

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 24

Meeting Date: April 11, 2023 (March 28, 2023)

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The City of Midland is requesting to vacate a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas, for the expansion of Scharbauer Sports Complex.

Recommended City Council Action:

Approve.

Fiscal Impact:

Not applicable.

Discussion:

The approximated area that will be vacated is 68,999 square feet (1.584-acres). The City of Midland is requesting to vacate to allow for the expansions of new sports fields from the existing area to the north. All businesses located on Champions Drive will still have access to their respective office buildings.

This property is owned by the City of Midland, and, therefore, there is no need for a value assessment.

The applicant will be required to retain a nonexclusive utility easement for all affected utilities until each existing easement user abandons its use of the easement and replat the property prior to the alley right-of-way being vacated.

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 oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

We do not have any facilities that are going west on Champions Dr from Loop 250. AT&T is ok with the vacation.

Atmos: (Approved with conditions)

Atmos energy currently has facilities located within the above-described Right of Way along Champions Drive. We currently have a gas main along the South side of this right of way that extends approximately 25ft. onto the proposed vacate area near the west boundary. Atmos would have no objection to this vacation however if no easement is designated we would need to retire this line. Any retirement costs would be passed on to the individual entity requesting to vacate.

Astound: (Approved)

Astound has no network on any poles in this location, we are underground in the TXDOT ROW.

Oncor: (Approved)

No comments were received.

Suddenlink: (Approved)

Here's a map of our underground fiber plant, it goes north & south on the westside of Loop 250. It also runs west on the southside of, Champions Dr. These fiber routes serve all the businesses & residential homes, west of Loop 250, And Grassland subdivision, north of Andrews Hwy. If you still wish for us to vacate, there will be a cost to relocate all our services.

We have 6 conduits with underground fiber they run north & South off of, Loop 250 & 2 of the conduits continue across, Champions Dr. we are 42'' deep. We have 4 conduits underground running west on the southside off of Champions Drive, that feed the businesses & all of residential homes.

Planning:

All relevant City departments and franchise utility companies have reviewed this vacation request and have no objections to the approval of the request.

Therefore, staff recommends approval of the vacation of a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas, for future development to be subject to conditions A through C.

Conditions:

A. **That the City retains a nonexclusive utility easement until each existing easement**

user abandons its use of the easement.

B. **That the value of the property shall be $0, as it is owned by the City of Midland.**

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 March 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 1.584-ACRE PORTION OF CHAMPIONS DRIVE RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 5, WESTRIDGE PARK ADDITION, SECTION 6, AND LOTS 3A AND 3B, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 44, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF CHAMPIONS DRIVE AND LOOP 250); THE CITY OF MIDLAND BEING THE OWNER OF ALL ABUTTING PROPERTY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 1.584-acre portion of Champions Drive right-of-way located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6, and Lots 3A and 3B, Block 6, Westridge Park Addition, Section 44, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public right-of-way 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, the City of Midland is the owner of all property abutting said Property; and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property for all public right-of-way purposes;

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 right-of-way purposes; provided, however, that the City is hereby abandoning only the public interest in the Property for right-of-way purposes, and this ordinance in no way affects any

private easement or access easement that abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Parkhill

EXHIBIT "A"

A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN MIDLAND COUNTY, TEXAS

A 1.584-acre tract of land in the City of Midland in Section 37, Block 40, T-1-S, T&P RR. Co. Survey in Midland County, Texas, being a portion of Champions Drive as shown on the plat recorded in Plat Cabinet F, Page 183 of the Plat Records of Midland County, Texas; said 1.584-acre tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on October 31, 2022:

BEGINNING at a 1/2-inch iron rod with a cap marked "RPLS 6453" found in the west line of Loop 250, at a corner of Lot 3B, Block 6 of Westridge Park, Section 44 as shown on the plat recorded in Plat Cabinet M, Page 106 of said Plat Records, and a corner of said Champions Drive, for the southeast corner hereof, said beginning point having coordinates of NORTHING: 10690810.32 and EASTING: 1733053.01, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983;

THENCE along the north line of said Lot 3B and the south line of said Champions Drive, the following 3 courses:

1. *North 59 degrees 23 minutes 51 seconds West* a distance of 70.71 feet to a 1/2-inch iron rod with a cap marked "PLS 1974" found;
2. *South 75 degrees 36 minutes 08 seconds West* a distance of 420.63 feet to a calculated point, for a corner hereof;
3. Along a curve to the left having an arc length of 12.95 feet, a radius of 1160.00 feet, and a chord that bears *South 75 degrees 16 minutes 57 seconds West* a distance of 12.95 feet to a 1/2-inch iron rod with a cap marked "RPLS 6453" found at the northwest corner of said Lot 3B and the northeast corner of Lot 3A, Block 6 of said Section 44, for a corner hereof;

THENCE along a compound curve to the left having an arc length of 336.56 feet, a radius of 1160.00 feet, and a chord that bears *South 66 degrees 39 minutes 03 seconds West* a distance of 335.38 feet along the north line of said Lot 3A and the south line of said Champions Drive to a 1/2-inch iron rod found at the northwest corner of said Lot 3A and the most northerly corner of Lot 2A, Block 6 of Westridge Park Addition, Section 35 as shown on the plat recorded in Plat Cabinet J, Page 88 of said Plat Records, for the southwest corner hereof;

THENCE *North 30 degrees 28 minutes 44 seconds West* a distance of 80.02 feet crossing said Champions Drive to a set "X" mark cut in concrete in the south line of Lot 4, Block 5 of Westridge Park Addition, Section 6 as shown on said plat recorded in Plat Cabinet F, Page 183, for the northwest corner hereof;

THENCE along the south line of said Lot 4 and the north line of said Champions Drive, the following 3 courses:

1. Along a non-tangent curve to the right having an arc length of 371.96 feet, a radius of 1240.00 feet, and a chord that bears *North 67 degrees 00 minutes 32 seconds East* a distance of 370.57 feet to a 1/2-inch iron rod set, for a corner hereof;
2. *North 75 degrees 36 minutes 08 seconds East* a distance of 420.65 feet to a set "X" mark cut in concrete, for a corner hereof;
3. *North 30 degrees 36 minutes 09 seconds East* a distance of 70.71 feet to a 1/2-inch iron rod set in the west line of said Loop 250, at a corner of said Lot 4 and the northeast corner of said Champions Drive, for the northeast corner hereof;

THENCE *South 14 degrees 23 minutes 33 seconds East* a distance of 180.00 feet along the west line of said Loop 250 and the east line of Champions Drive to the POINT OF BEGINNING containing 1.584 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at surface. Areas reported hereon are based on calculations made from surface distances. A "1/2-inch iron rod set" is a 1/2-inch rebar with a plastic cap marked "PARKHILL RPLS 6453". This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 31, 2022

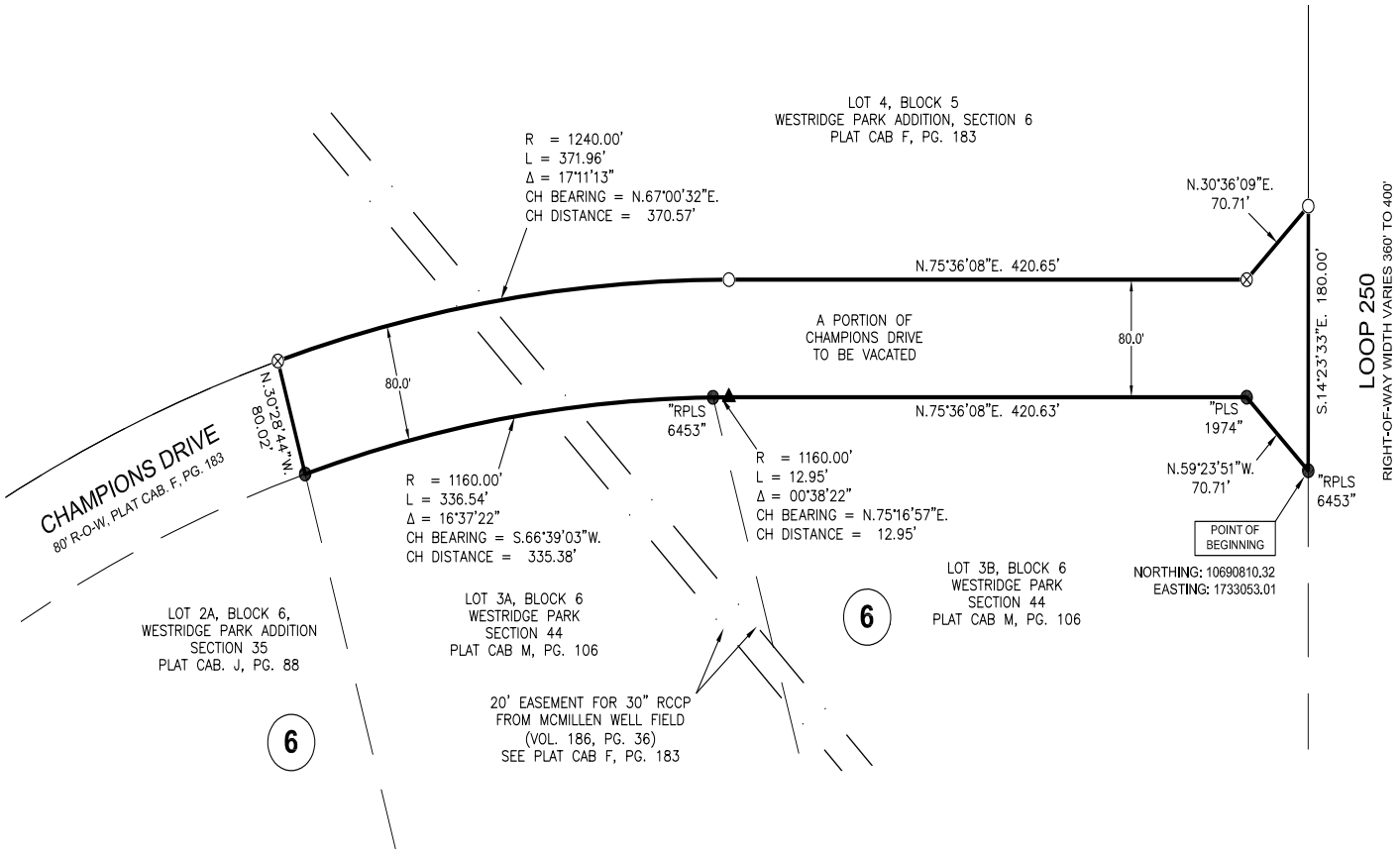


Texas Registered Surveying Firm # 10194091

parkhill.com

A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CABINET F, PAGE 183, PLAT RECORDS MIDLAND COUNTY, TEXAS



0' 100' 200'

SCALE: 1" = 100'

LEGEND:

- ○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453".
- ● = FOUND 1/2" IRON ROD.
- ⊗ = SET "X" CUT ON CONCRETE.
- ▲ = CALCULATED POINT
- ——— = TRACT LIMITS BOUNDARY LINE
- — — — = TRACT ADJOINER LINE
- —— · —— = EASEMENT LINE

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S REPORT:

1. BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT GRID DISTANCES.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
4. THIS SURVEY WAS PREPARED FOR ROAD/STREET RIGHT-OF-WAY VACATION PURPOSES.
5. THE 1.584-ACRE TRACT SURVEYED HEREON IS WITHIN THE CITY LIMITS OF THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.
6. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
7. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON OCTOBER 26, 2022; NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Franklin Leamons

FRANKLIN LEAMONS
R.P.L.S. 6889

OCT. 31, 2022
DATE

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

DRAFT

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0045

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Josh Wallender (Parkhill)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: Approximately the East half of Champions Drive

Reason for Request: Allow for the expansion of new fields for future activities

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: Allow for the expansion of new fields for future activities, while still having access to surrounding businesses.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature): Robert Fatheree		Date: 1-10-23
Affected Property Owners: City of Midland		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check # City of Midland

Received By: Alexandra Walling Date:

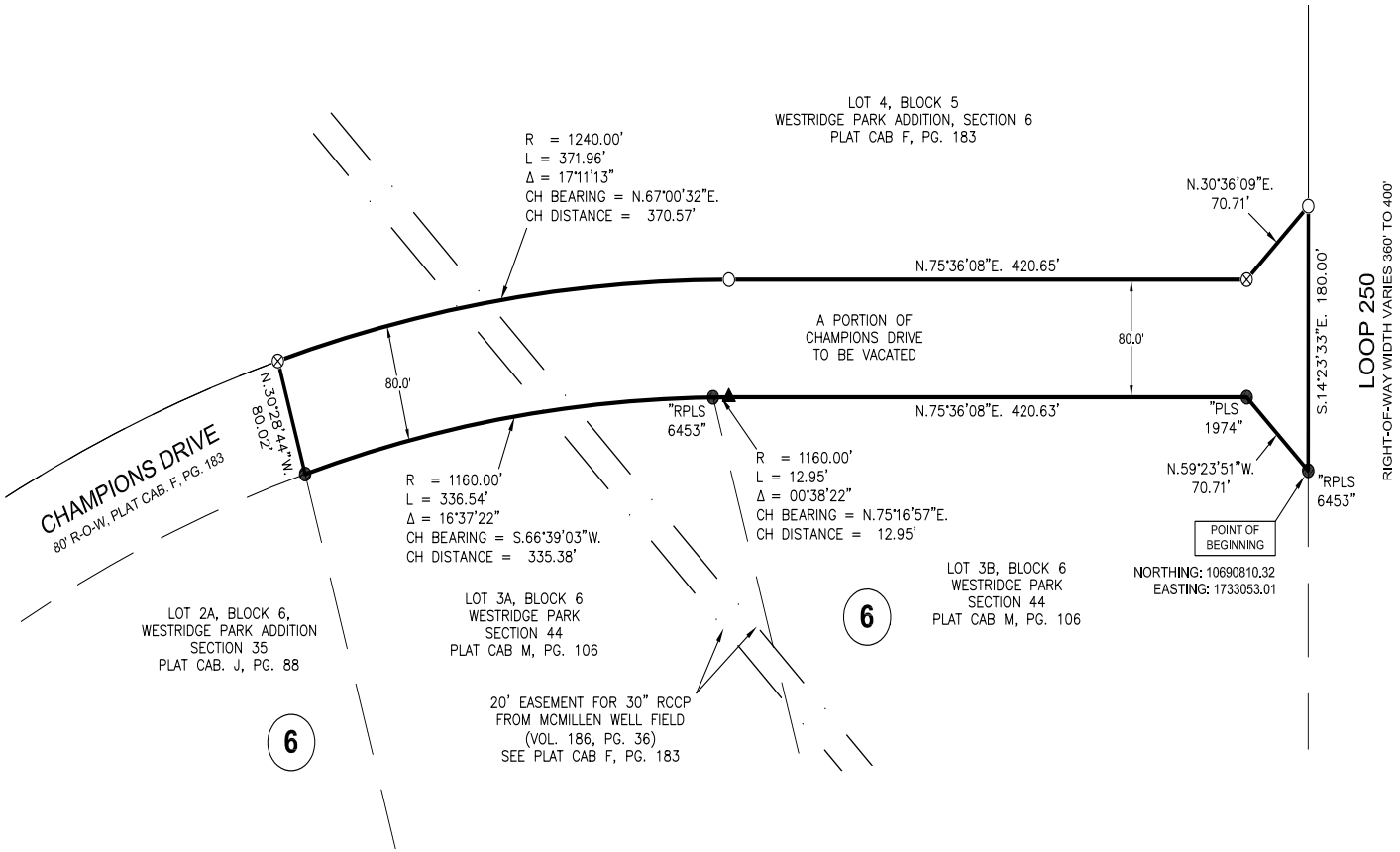
JAN 25 2023

BY: AW

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

A 1.584-ACRE TRACT OF LAND IN SECTION 37, BLOCK 40, T-1-S T&P RR. CO. SURVEY IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CABINET F, PAGE 183, PLAT RECORDS MIDLAND COUNTY, TEXAS



0' 100' 200'

SCALE: 1" = 100'

LEGEND:

- ○ = SET 1/2" IRON ROD WITH CAP "PSC RPLS 6453".
- ● = FOUND 1/2" IRON ROD.
- ⊗ = SET "X" CUT ON CONCRETE.
- ▲ = CALCULATED POINT
- ——— = TRACT LIMITS BOUNDARY LINE
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Franklin Leamons

FRANKLIN LEAMONS
R.P.L.S. 6889

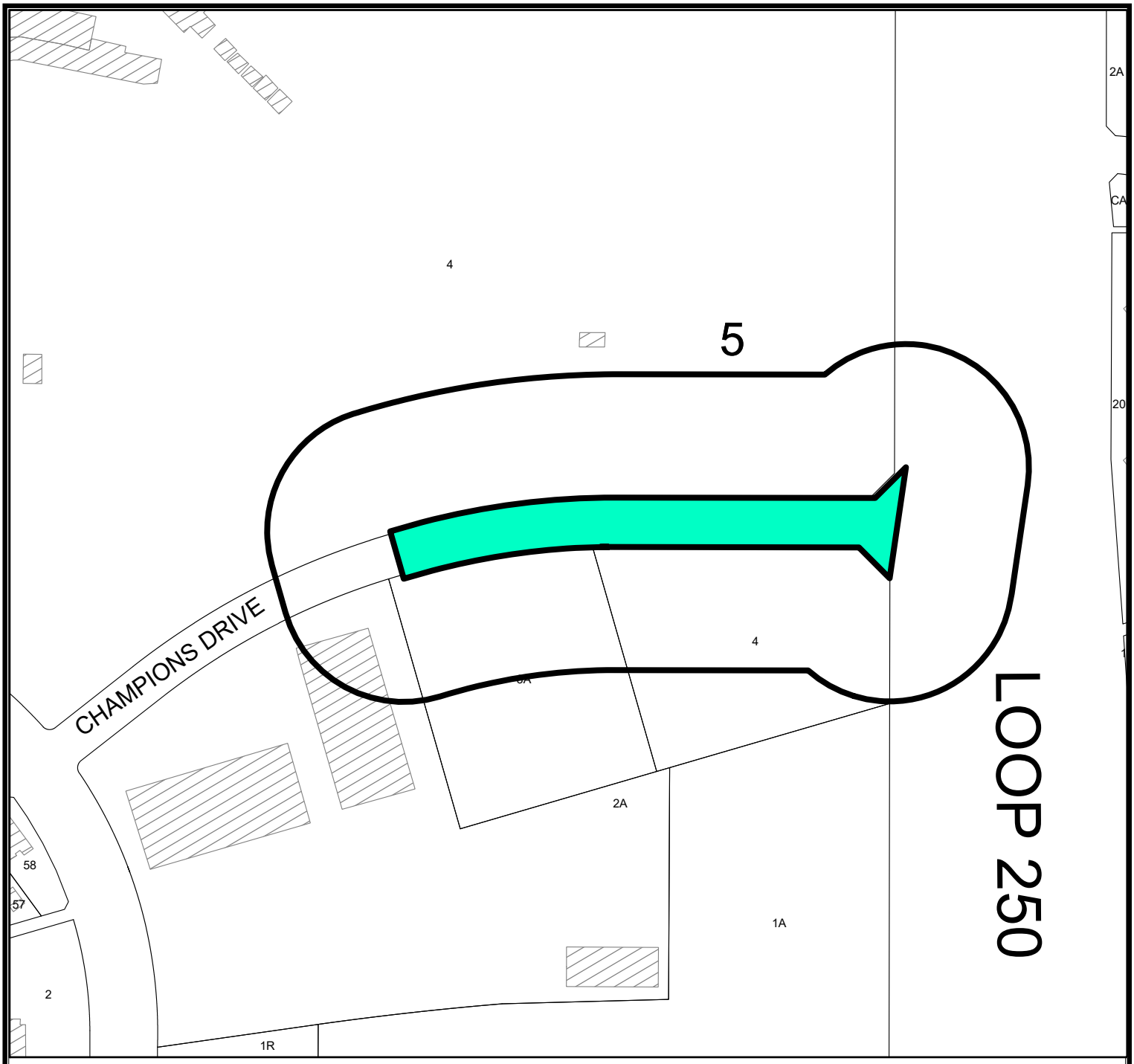
OCT. 31, 2022
DATE

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

DRAFT

24.12

April 11, 2023



LOCATION MAP

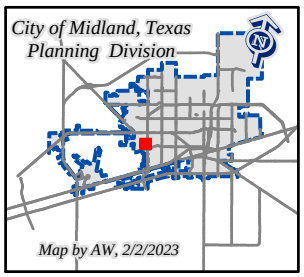
V-23-0045 **Scale: 1" = 200'**

Consider a request for a vacation of a 1.584-acre portion of Champions Drive right-of-way, located adjacent to Lot 4, Block 5, Westridge Park Addition, Section 6 and Lots 3A & 3B, Block 6 Westridge Park, Section 44, City and County of Midland, Texas.

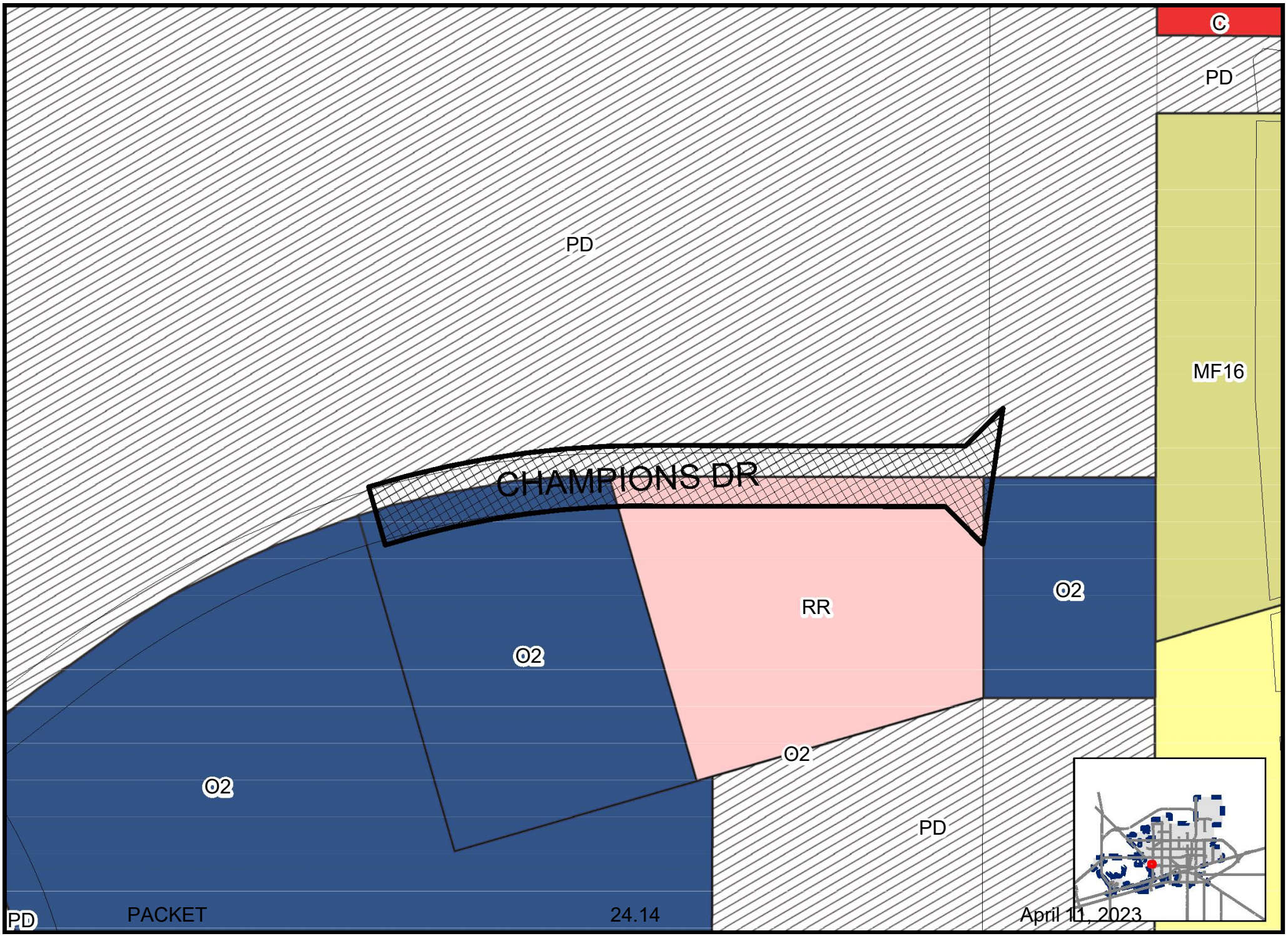
Generally located on the northwest corner of the intersection of Champions Drive and Loop 250 (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 11, 2023



Map By AW, 2/3/2023

V-23-0045

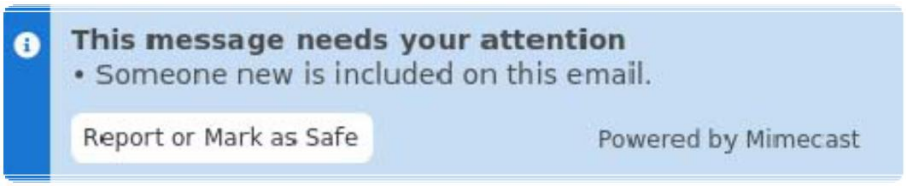
Scale: 1" = 200'

ZONING MAP

UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

Alexandra Walling

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Friday, February 10, 2023 10:44 AM
To: Alexandra Walling; Eron Zapata; Raymond Revilla
Cc: Brian McGinnis
Subject: RE: External E-mail - FW: Westridge Park Vacation -Urgent-



Ms. Walling,
Here's a map of our underground fiber plant, it goes north & south on the westside of Loop 250.
It also runs west on the southside of, Champions Dr. These fiber routes serve all the businesses & residential homes, west of Loop 250,
And Grassland subdivision, north of Andrews Hwy. If you still wish for us to vacate, there will be a cost to relocate all our services.

We have 6 conduits with underground fiber they run north & South off of, Loop 250 & 2 of the conduits continue across, Champions Dr. we are 42'' deep
We have 4 conduits underground running west on the southside off of Champions Drive, that feed the businesses & all of residential homes.



From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 10, 2023 9:29 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>; Raymond Revilla <Raymond.Revilla@AlticeUSA.com>
Subject: External E-mail - FW: Westridge Park Vacation -Urgent-
Importance: High

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Hello again!

Just wanted to check up on this and see if there was any progress made. We will need comments no later than Tuesday, February 14, 2023. Thanks!

From: Alexandra Walling
Sent: Thursday, February 2, 2023 8:36 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; eron.zapata@alticeusa.com; raymond.revilla@alticeusa.com
Subject: Westridge Park Vacation -Urgent-
Importance: High

Good morning,

Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Alexandra Walling

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Thursday, February 2, 2023 11:34 AM
To: Alexandra Walling
Subject: Re: Westridge Park Vacation -Urgent-

Astound has no network on any poles in this location, we are underground in the TXDOT ROW.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Thu, Feb 2, 2023 at 8:38 AM Alexandra Walling <awalling@midlandtexas.gov> wrote:

> Good morning,
>
> Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.
>
> Thank You,
>
> Alexandra Walling
>
> Planner
>
> Planning Division
>
> Development Services
>
> O. 432-685-7409

awalling@midlandtexas.gov







300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Alexandra Walling

From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Friday, February 10, 2023 9:08 AM
To: Elizabeth Shaughnessy
Cc: Alexandra Walling
Subject: RE: Westridge Park Vacation -Urgent-

We do not have any facilities that are going west on Champions Dr from Loop 250. AT&T is ok with the vacation.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

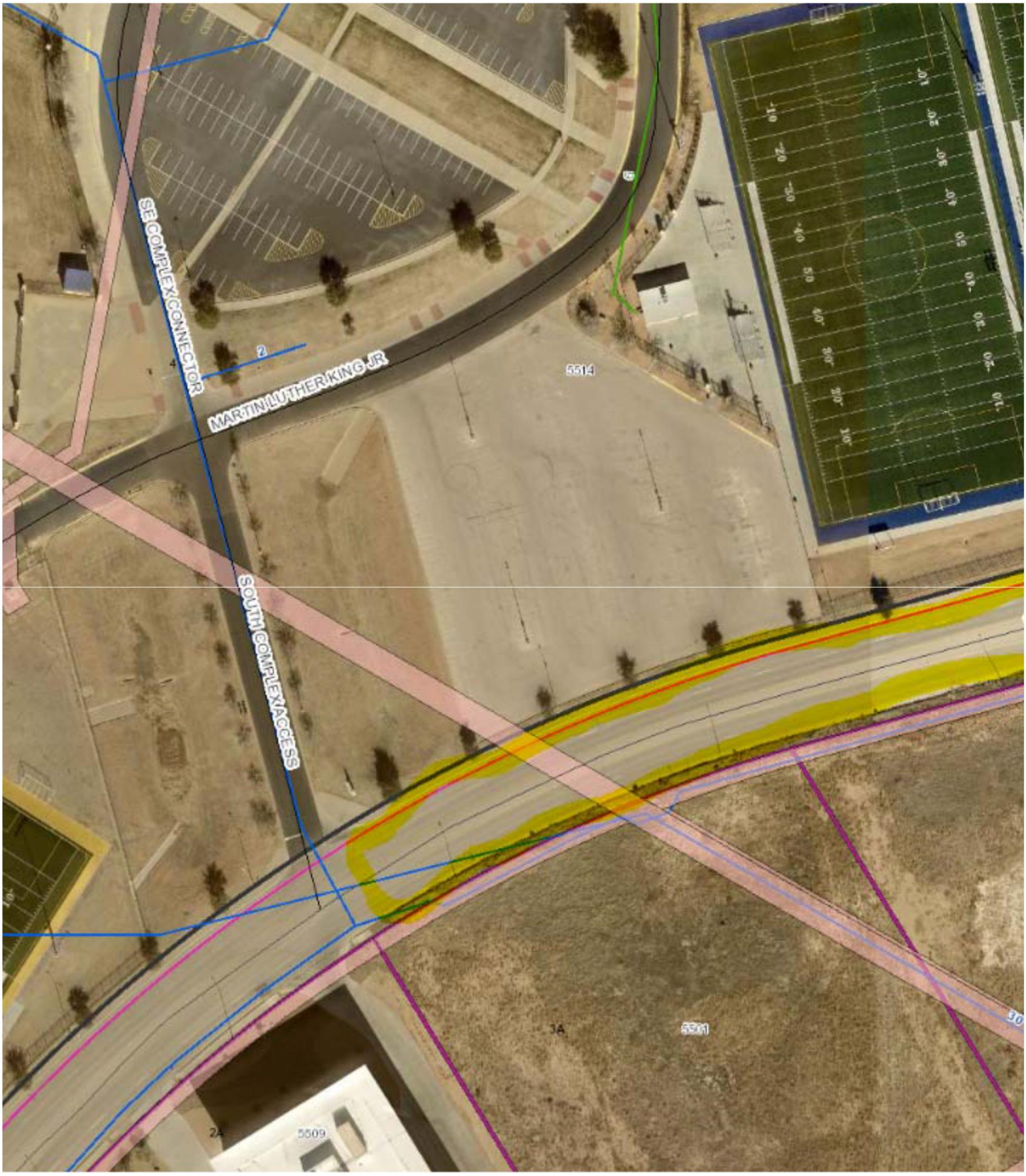
This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other uses, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Sent: Friday, February 10, 2023 9:01 AM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Cc: Alexandra Walling <awalling@midlandtexas.gov>
Subject: RE: Westridge Park Vacation -Urgent-

Good morning, Vincent,

We do understand that you have utilities running through this road. However, if we leave an easement, you will still have access and no building can be constructed on that segment.

Please refence image below:



As you can see from the image the football field was built over your utilities, based on the image you provided, however no building is built over it.

Does this change your position?

Best Regards,

Elizabeth Shaughnessy

Planning Division Manager

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 10, 2023 8:51 AM
To: Elizabeth Shaughnessy <eshaughnessy@midlandtexas.gov>
Subject: FW: Westridge Park Vacation -Urgent-

From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Friday, February 3, 2023 5:13 PM
To: Alexandra Walling <awalling@midlandtexas.gov>
Subject: RE: Westridge Park Vacation -Urgent-

That is a TXDOT right of way already along Loop 250. Which we have utility easements in ROW which we will not vacate.

Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 3, 2023 3:25 PM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Subject: RE: Westridge Park Vacation -Urgent-

Is it possible to create an easement in that spot?

From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Friday, February 3, 2023 9:51 AM
To: Alexandra Walling <awalling@midlandtexas.gov>
Subject: RE: Westridge Park Vacation -Urgent-

We will not vacate this area. We should be 42”-48” below grade if this is an issue for them they will have to pay us to relocate which will be a big project. We have major business circuits going through this. They will have to contact me to get the process started.

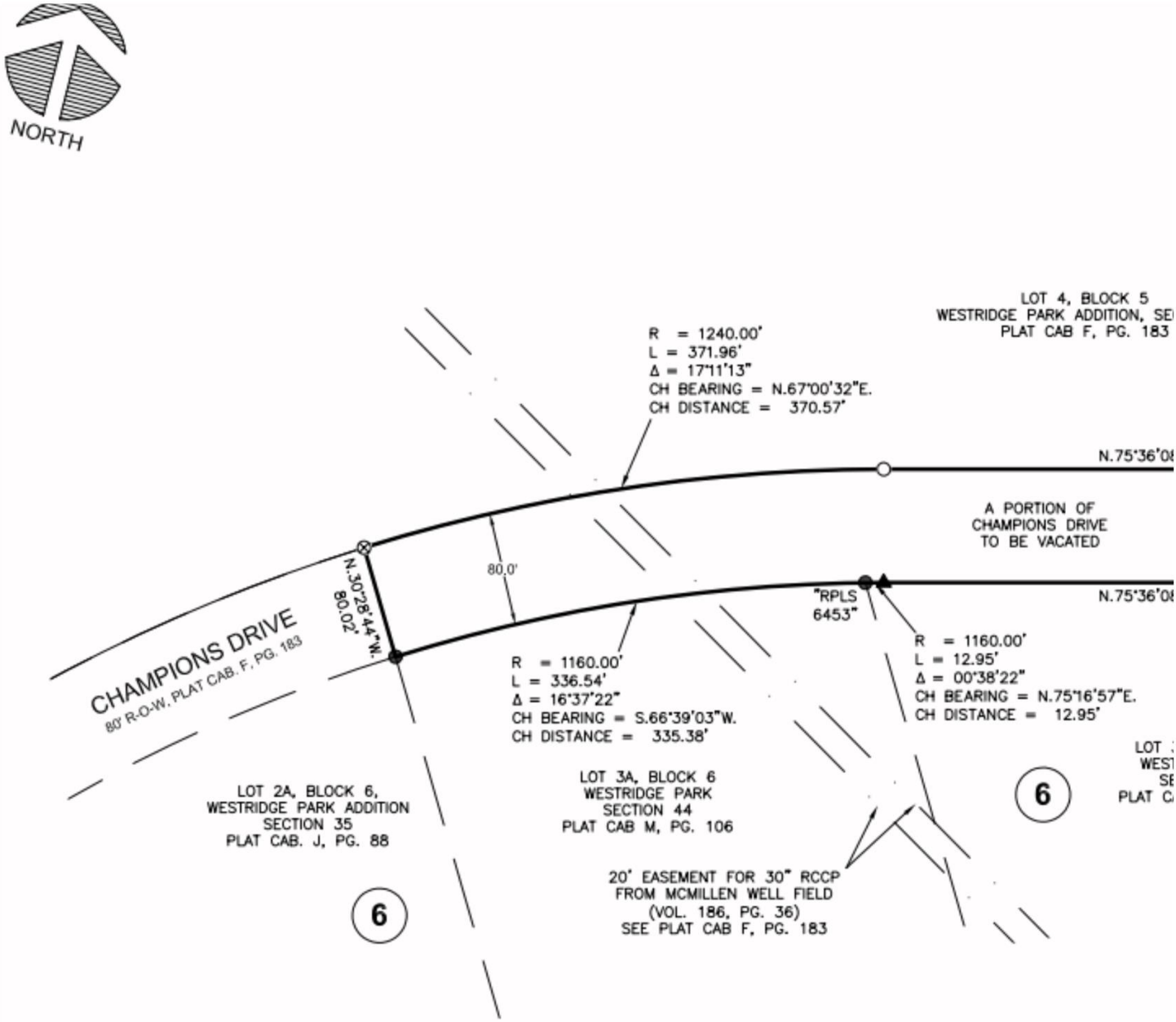
Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Friday, February 3, 2023 8:07 AM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Subject: RE: Westridge Park Vacation -Urgent-

Morning Vincent,

I really appreciate your response! It looks like some of the lines will crossover Champions Dr. since they are vacating all the way up to the Loop. Will this be an issue for y'all? Just wanted to double check.



From: GONZALEZ, VINCENT J <vg064q@att.com>
Sent: Thursday, February 2, 2023 3:17 PM
To: Alexandra Walling <awalling@midlandtexas.gov>
Cc: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: RE: Westridge Park Vacation -Urgent-

We do have fiber that is running North and South in the TXDOT ROW crossing Champions Dr. We do not have anything going west from Loop 250 on Champions Dr.



Vincent Gonzalez
Manager Outside Plant & Engineering Design
410 W Missouri Ave, 2nd Flr
Midland, TX 79701
(432) 559-2890 | vg064q@att.com

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From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Thursday, February 2, 2023 8:36 AM
To: GONZALEZ, VINCENT J <vg064q@att.com>
Cc: Alexandra Walling <awalling@midlandtexas.gov>
Subject: FW: Westridge Park Vacation -Urgent-
Importance: High

Vincent,

This is in your area.

Thanks,
Jerry

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Thursday, February 2, 2023 8:30 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: Westridge Park Vacation -Urgent-
Importance: High

Good morning,

Parkhill has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Alexandra Walling
Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

February 10, 2023

Re: Case Name: Westridge Park Vacation
Case Number: V-22-0045

Alexandra,

Atmos Energy currently has facilities located within the above-described Right of Way along Champions Drive. We currently have a gas main along the South side of this right of way that extends approximately 25ft. onto the proposed vacate area near the West boundary. Atmos would have no objection to this vacation however if no easement is designated we would need to retire this line. Any retirement costs would be passed on to the individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com








SPEED
LIMIT
30

City Council Meeting

Item Number: 25

Meeting Date: April 11, 2023 (March 28, 2023)

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, LCA, is requesting to vacate a 0.042-acre portion of the alley right-of-way, located adjacent to Lots 1-3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is $4.00 per square foot, for a total value of $7,232.

Discussion:

The approximated area that will be vacated is 1,808 square feet (0.042 acres). The applicant is requesting to vacate the alley for future development. Additionally, they will be replatting into

multiple lots for the new development. The alley currently has traffic signs to prevent any through traffic.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $4.00 per square foot or $7,232.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

I don't see anything in that area, so I am good with the vacate.

Atmos: (Approved with Conditions)

Atmos Energy currently has facilities located within the above-described alley Right of Way between N. Marienfeld and N. Big Spring. We currently have a gas main that extends along this alley right of way. Atmos could vacate the referenced portion, however since we are currently

serving customers off this line, we would need to maintain a utility easement or relocate our facilities. Any relocation costs would be passed on to the individual or entity requesting the vacate.

Astound: (Approved)

We are not in the section of that alleyway, except for the one light pole leading into the parking space that is there which is the ROW.

Oncor: (Approved)

We have checked on this site, and Oncor is clear of all facilities and easements.

Optimum: (Approved)

Our plant is on the poles on the west side off, Marienfield.

Midland Central Appraisal District: (Approved)

Estimated value for this property is $ 7,232.

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 0.042-acre portion of the alley right-of-way, located adjacent to Lots 1-3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas, for future development to be subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $7,232.**

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 March 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Application
Metes and Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.042-ACRE PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 3, BLOCK 11, ELMWOOD ADDITION, AND LOT 1, BLOCK 15, ELMWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MARIENFIELD STREET, APPROXIMATELY 250 FEET SOUTH OF WEST CUTHBERT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $7,232.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.042-acre portion of the alley right-of-way located adjacent to Lots 1 through 3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas, as described in Exhibits "A" and "B" attached hereto and made a part hereof for all legal purposes (the "Property"), is 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 City Manager has appraised the value of the City's property interest in the Property at $7,232.00, as shown in Exhibit "C" 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 $7,232.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That 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., 2023; 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., 2023, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"
ALLEY CLOSURE
LOCATED IN BLOCK 11,
ELMWOOD EXTENSION (SECTION 2)
MIDLAND, MIDLAND COUNTY, TEXAS

BEING A 0.042-ACRE 15-FOOT-WIDE ALLEY LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) AS RECORDED IN CABINET B, PAGE 318, OF THE MIDLAND COUNTY PLAT RECORDS, AND BEING BOUNDED ON THE NORTH BY LOTS 1, 2 AND 3 BLOCK 11, OF SAID ELMWOOD EXTENSION (SECTION 2) BOUNDED ON THE SOUTH BY LOT 1, BLOCK 15, ELMWOOD ADDITION SECTION 2 RECORDED IN CAB. D, PAGE 17, BOUNDED ON THE EAST BY STATE HIGHWAY 349 COMMONLY KNOWN AS N. BIG SPRING STREET A 80-FOOT-WIDE PUBLIC RIGHT OF WAY AND BOUNDED ON THE WEST BY NORTH MARIENFELD STREET A 49.5-FOOT-WIDE PUBLIC RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,697,953.56'and X= 1,755,409.56') a found 1/2 iron rod with cap marked "Schumann" on the west line of said N. Big Spring Street same being the Northeast corner of said Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE South 75°33'03" West with the South line of this 15-foot-wide alley same being the North line of said Lot 1, Block 15, a distance of 120.50 feet to a point in the West line of said North Marienfeld Street for the Northwest corner of Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE North 14°21'25" West along the East line of said North Marienfeld Street a distance of 15.00 feet to a point for the Southwest corner of Lot 3, Block 11, of said Elmwood Extension (Section 2);

THENCE North 75°33'03" East along the North line of this 15-foot-wide alley and the South line of Block 11, of said Elmwood Extension (Section 2) a distance of 120.65 feet to a point in the West line of said N. Big Spring Street;

THENCE along the West line of N. Big Spring Street with a curve to the left having a radius of 1677.02 feet, a chord bearing and distance of South 14°47'14" East 15.00 feet and a delta angle of 00°30'45" with an arc length of 15.00 feet to the Point of Beginning containing 1808 square feet or 0.042 Acres as depicted on the attached EXHIBIT B.

Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon the City of Midland, control monument 6405, with a theta angle of -00°54'03.551" and a combined grid factor of 0.999900197.

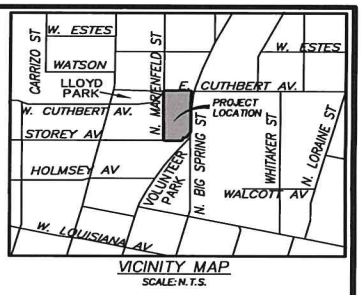
LCA

Randy A. Anderson, RPLS 5403
February 03, 2023

LCA Project No. 2022-062
EXHIBIT "B" accompanies this description



EXHIBIT "B"
ALLEY CLOSURE
LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



VICINITY MAP
SCALE: N.T.S.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
SOUTH 25' OF LOT 7, BLOCK 11,
REPLAT OF BLOCK C, COWDEN ADDITION AND
BLOCKS 11 AND 12 ELMWOOD EXTENSION
VOL. 82, PG. 388, D.R.M.C.T.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
LOTS 1-3 BLOCK 11,
ELMWOOD EXTENSION
(SECTION 2)
CAB. B, PG. 318,
M.C.P.R.

11

3 2 1

ELMWOOD ADDITION
6

20' ALLEY

L3

1,808 SQ. FT. (0.042 ACRE)
ALLEY TO BE ABANDONED

15' ALLEY

L1

L2

C1

1/2" IRF w/ CAP "SCHUMANN"

8.80'

5/8" IRF

P.O.B.
Y=10,697,953.56
X=1,755,409.56

NORTH MARIENFELD STREET
49.50' R.O.W.

N. BIG SPRING STREET
(STATE HIGHWAY 349)
80' R.O.W.

MARK L. BRANUM
DOC. NO. 2016-5681,
O.P.R.M.C.T.
ELMWOOD ADDITION
SECTION 2
CAB. D, PG. 17,
M.C.P.R.

15

1

ELMWOOD ADDITION
6

LINE	BEARING	DISTANCE
L1	S 75°33'03" W	120.50'
L2	N 14°21'25" W	15.00'
L3	N 75°33'03" E	120.65'

STOREY AVENUE
60' R.O.W.

MARK. L. BRANUM
0.035 ACRES
NORTH PART OF LOT 2
DOC. NO. 2018-32359,
O.P.R.M.C.T.

MARIENFELD STREET
60' R.O.W.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1677.02'	15.00'	15.00'	S 13°47'14" E	0°30'45"

NOTES:
1. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon GPS-VRS observations, with a theta angle of -00°53'58" and a combined grid factor of 0.999900439.
2. Improvements, Easements, and Rights-of-Way that may affect this tract are not shown on this survey.
3. A metes and bounds description exhibit "A", accompanies this exhibit.

LEGEND

⊙	FOUND 1/2" I.R. UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX"
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
M.C.P.R.	MIDLAND COUNTY PLAT RECORD
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS
(CM)	CONTROL MONUMENT
Ⓥ	EXISTING WATER VALVE
Ⓢ	EXISTING SEWER MANHOLE
SCO	EXISTING SEWER CLEAN OUT

UG	EXISTING UNDERGROUND POWER
FO	EXISTING FIBER OPTIC
G	EXISTING GAS LINE
S	EXISTING SEWER LINE
W	EXISTING WATER LINE
UG	EXISTING UNDERGROUND POWER
T	EXISTING OVERHEAD TELEPHONE
OH	EXISTING OVERHEAD ELECTRIC
⌒	EXISTING GUY ANCHOR
●	EXISTING POWER POLE

Randy Anderson
Randy A. Anderson, R.P.L.S. #5403
02-03-2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

N W E S

35' 0 35'
SCALE : 1" = 35'

PACKET

April 11, 2023

LCA
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

MIDLAND
Feel the Energy!

Office of the City Manager

March 14, 2023

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.042-acre portion of the alley right-of-way located adjacent to Lots 1 through 3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, 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 $7,232.00. 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,

Robert Patrick
City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

LCA Job # 22-076

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-00416

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA- Agent for Mark L. Branum		Phone (432) 332-5058 Email mbo@lcaodessa.com	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way (Alley)
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 20ft alley between addresses 1001 N. Marienfeld & 1003 N. Big Spring St.

Reason for Request: The alley has signs in place to prevent through traffic and to facilitate the replating of multiple lots into one lot for future development

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: They alley has signs in place to prevent through traffic and to facilitate the replating of multiple lots into one lot for future development

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 Melanie Mattingly - LCA Agent		
Applicant (signature): LCA Agent		Date: 2-7-23
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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

FOR OFFICE USE ONLY

☐ 1 FOLDED Copy of Survey Plat ☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check # CC FORM

Received By: DH Date:

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

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"
ALLEY CLOSURE
LOCATED IN BLOCK 11,
ELMWOOD EXTENSION (SECTION 2)
MIDLAND, MIDLAND COUNTY, TEXAS

BEING A 0.042-ACRE 15-FOOT-WIDE ALLEY LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) AS RECORDED IN CABINET B, PAGE 318, OF THE MIDLAND COUNTY PLAT RECORDS, AND BEING BOUNDED ON THE NORTH BY LOTS 1, 2 AND 3 BLOCK 11, OF SAID ELMWOOD EXTENSION (SECTION 2) BOUNDED ON THE SOUTH BY LOT 1, BLOCK 15, ELMWOOD ADDITION SECTION 2 RECORDED IN CAB. D, PAGE 17, BOUNDED ON THE EAST BY STATE HIGHWAY 349 COMMONLY KNOWN AS N. BIG SPRING STREET A 80-FOOT-WIDE PUBLIC RIGHT OF WAY AND BOUNDED ON THE WEST BY NORTH MARIENFELD STREET A 49.5-FOOT-WIDE PUBLIC RIGHT OF WAY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y= 10,697,953.56'and X= 1,755,409.56') a found 1/2 iron rod with cap marked "Schumann" on the west line of said N. Big Spring Street same being the Northeast corner of said Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE South 75°33'03" West with the South line of this 15-foot-wide alley same being the North line of said Lot 1, Block 15, a distance of 120.50 feet to a point in the West line of said North Marienfeld Street for the Northwest corner of Lot 1, Block 15, of said Elmwood Addition Section 2;

THENCE North 14°21'25" West along the East line of said North Marienfeld Street a distance of 15.00 feet to a point for the Southwest corner of Lot 3, Block 11, of said Elmwood Extension (Section 2);

THENCE North 75°33'03" East along the North line of this 15-foot-wide alley and the South line of Block 11, of said Elmwood Extension (Section 2) a distance of 120.65 feet to a point in the West line of said N. Big Spring Street;

THENCE along the West line of N. Big Spring Street with a curve to the left having a radius of 1677.02 feet, a chord bearing and distance of South 14°47'14" East 15.00 feet and a delta angle of 00°30'45" with an arc length of 15.00 feet to the Point of Beginning containing 1808 square feet or 0.042 Acres as depicted on the attached EXHIBIT B.

Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon the City of Midland, control monument 6405, with a theta angle of -00°54'03.551" and a combined grid factor of 0.999900197.

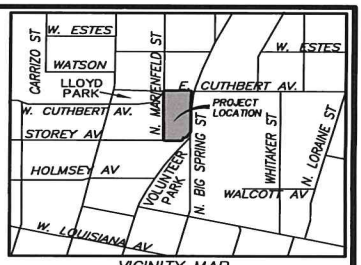
LCA

Randy A. Anderson, RPLS 5403
February 03, 2023

LCA Project No. 2022-062
EXHIBIT "B" accompanies this description



EXHIBIT "B"
ALLEY CLOSURE
LOCATED IN BLOCK 11, ELMWOOD EXTENSION (SECTION 2) CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



VICINITY MAP
SCALE: N.T.S.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
SOUTH 25' OF LOT 7, BLOCK 11,
REPLAT OF BLOCK C, COWDEN ADDITION AND
BLOCKS 11 AND 12 ELMWOOD EXTENSION
VOL. 82, PG. 388, D.R.M.C.T.

MARK L. BRANUM
DOC. NO. 2016-5679,
O.P.R.M.C.T.
LOTS 1-3 BLOCK 11,
ELMWOOD EXTENSION
(SECTION 2)
CAB. B, PG. 318,
M.C.P.R.

11

3 2 1

ELMWOOD ADDITION
6

20' ALLEY

L3

1,808 SQ. FT. (0.042 ACRE)
ALLEY TO BE ABANDONED

15' ALLEY

L1

L2

C1

1/2" IRF w/ CAP "SCHUMANN"

8.80'

5/8" IRF

P.O.B.
Y=10,697,953.56
X=1,755,409.56

NORTH MARIENFELD STREET
49.50' R.O.W.

N. BIG SPRING STREET
(STATE HIGHWAY 349)
80' R.O.W.

MARK L. BRANUM
DOC. NO. 2016-5681,
O.P.R.M.C.T.
ELMWOOD ADDITION
SECTION 2
CAB. D, PG. 17,
M.C.P.R.

15

1

ELMWOOD ADDITION
6

LINE	BEARING	DISTANCE
L1	S 75°33'03" W	120.50'
L2	N 14°21'25" W	15.00'
L3	N 75°33'03" E	120.65'

STOREY AVENUE
60' R.O.W.

MARK. L. BRANUM
0.035 ACRES
NORTH PART OF LOT 2
DOC. NO. 2018-32359,
O.P.R.M.C.T.

MARIENFELD STREET
60' R.O.W.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1677.02'	15.00'	15.00'	S 13°47'14" E	0°30'45"

NOTES:
1. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon GPS-VRS observations, with a theta angle of -00°53'58" and a combined grid factor of 0.999900439.
2. Improvements, Easements, and Rights-of-Way that may affect this tract are not shown on this survey.
3. A metes and bounds description exhibit "A", accompanies this exhibit.

LEGEND

⊙	FOUND 1/2" I.R. UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX"
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY, TEXAS
M.C.P.R.	MIDLAND COUNTY PLAT RECORD
D.R.M.C.T.	DEED RECORDS MIDLAND COUNTY, TEXAS
(CM)	CONTROL MONUMENT
Ⓥ	EXISTING WATER VALVE
Ⓢ	EXISTING SEWER MANHOLE
Ⓒ	EXISTING SEWER CLEAN OUT
UG	EXISTING UNDERGROUND POWER
FO	EXISTING FIBER OPTIC
G	EXISTING GAS LINE
S	EXISTING SEWER LINE
W	EXISTING WATER LINE
UG	EXISTING UNDERGROUND POWER
T	EXISTING OVERHEAD TELEPHONE
OH	EXISTING OVERHEAD ELECTRIC
⌒	EXISTING GUY ANCHOR
●	EXISTING POWER POLE

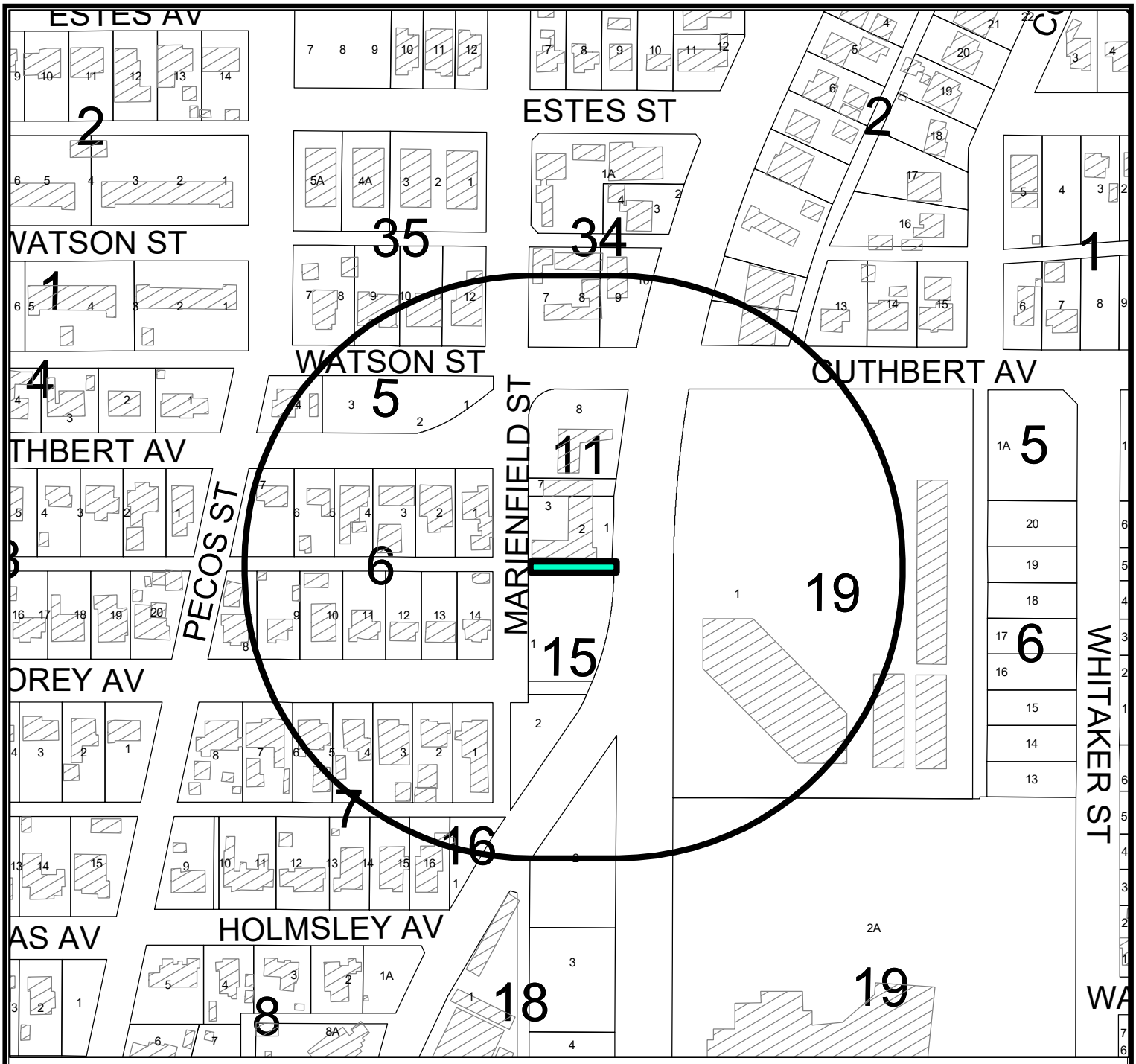
Randy Anderson
Randy A. Anderson, R.P.L.S. #5403
02-03-2023

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL LAND SURVEYOR

35' 0 35'
SCALE : 1" = 35'

PACKET

LCA
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com



LOCATION MAP

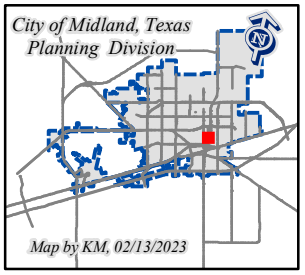
V-23-0046 **Scale: 1" = 200'**

Consider a request for a vacation of a 0.042-acre portion of the alley right-of-way, located adjacent to Lots 1-3, Block 11, Elmwood Addition, and Lot 1, Block 15, Elmwood Addition, Section 2, City and County of Midland, Texas.

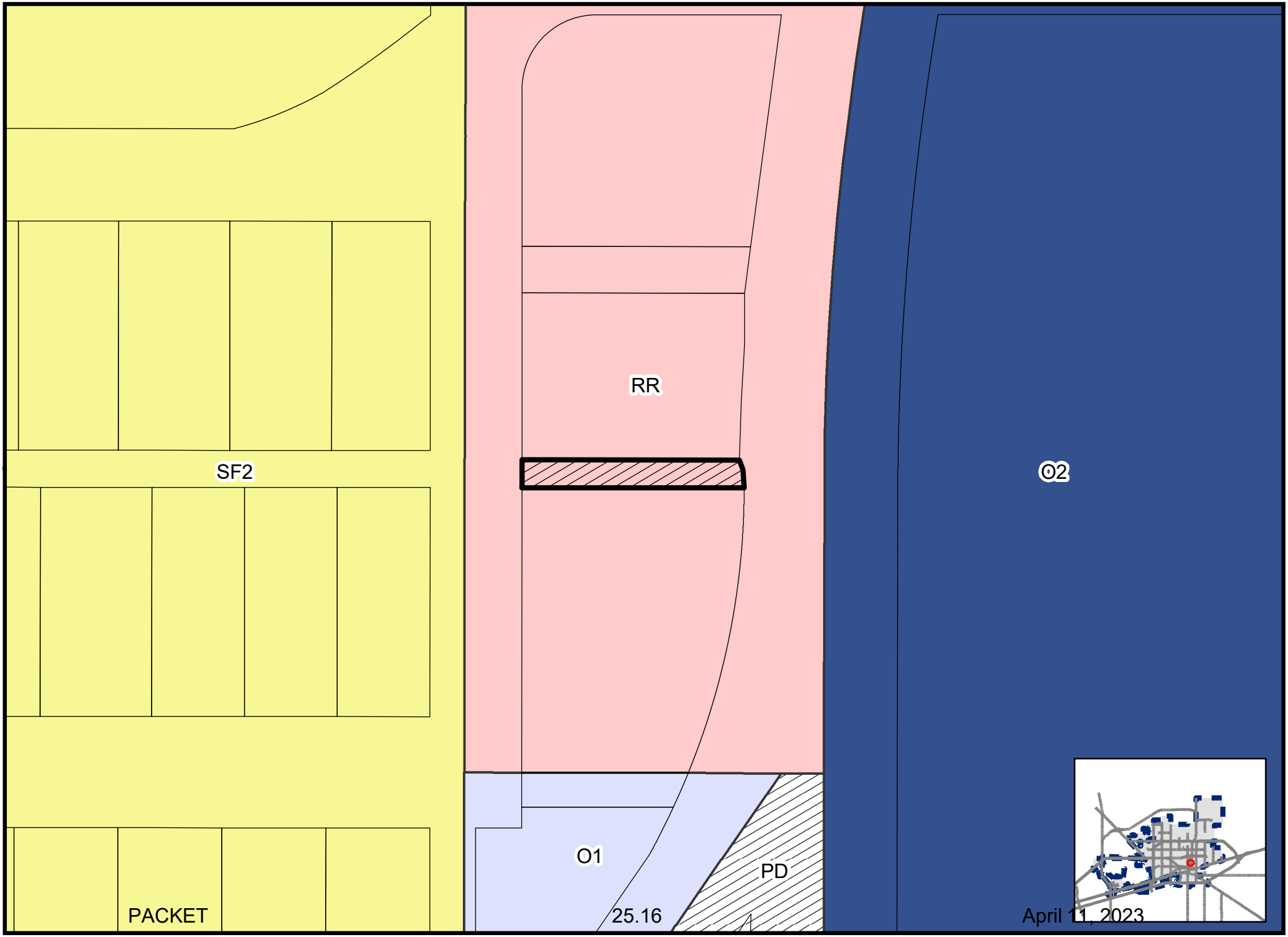
Generally located on the east side of N. Marienfield Street, approximately 250-feet south of W. Cuthbert Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 02/13/2023

V-23-0046

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 26

Meeting Date: April 11, 2023 (March 28, 2023)

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Stan Williamson, is requesting to vacate a 2,080 square foot portion of the West Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, City and County of Midland, Texas for business purposes.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is $0.50 per square foot, for a total value of $1,040.

Discussion:

The approximated area that will be vacated is 2,080 square feet The applicant is requesting to vacate the right-of-way to reclaim the 20-foot row that was previously dedicated by plat. The property owner plans to use the ROW for business purposes.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $0.50 per square foot or $1,040.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

We should be clear there.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes proposed to the W. Industrial Loop right of way located between Commercial & W. Gist. We currently have no gas lines or facilities located within this section of right of way.

Astound: (Approved)

We do not have any services per our maps.

Oncor: (Approved)

I have checked on this site, and Oncor is clear of all facilities and easements.

Optimum: (Approved)

We are good, as we do not have anything in the shaded area.

Midland Central Appraisal District: (Approved)

The vacation area indicated has a current value of $0.50 per square foot or $1,040.

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 2,080 square foot portion of the West Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, City and County of Midland, Texas for future development to be subject to conditions A and B.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $1,040.**

B. **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 March 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Application
Vacation Survey (Exhibit A)
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 2,080-SQUARE FOOT PORTION OF WEST INDUSTRIAL LOOP RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 3, MIDKIFF INDUSTRIAL CENTER, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST INDUSTRIAL LOOP, APPROXIMATELY 250 FEET SOUTH OF COMMERCIAL DRIVE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $1,040.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 2,080-square foot portion of West Industrial Loop right-of-way located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, an application for vacating the Property has been received by the property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $1,040.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; 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 owners; 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

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 which abutting property owners may have in the Property.

B. a replat of the Property is approved by the City of Midland and filed of $1,040.00; and and

SECTION THREE. That upon the City's receipt of the sum set forth in Section Two recorded with the County Clerk of Midland County, Texas.

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

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading the ____ day of Official Records of Midland County, Texas, A.D., 2023; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2023, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

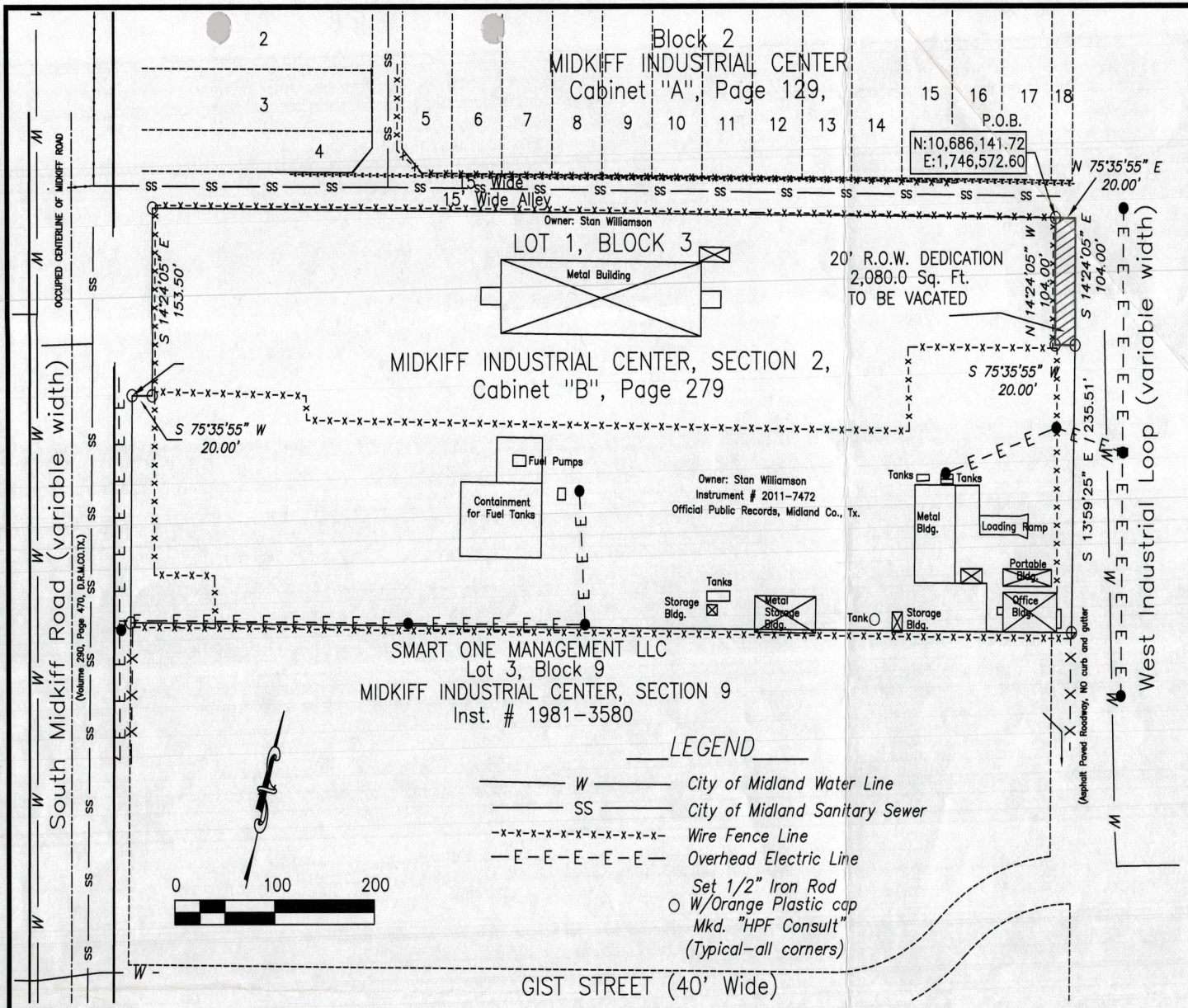
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

S:\Ordinances\Planning\Vacate & Abandon\2023\V-23-0047.W Industrial Loop, Lot 1, Block 3, Midkiff Industrial Center, Sec 2.wpd



R.O.W. VACATION

LEGAL DESCRIPTION of a 2,080.00 square foot tract of land located on the East side of Lot 1, Block 3, Midkiff Industrial Center, Section 2, filed of record in Cabinet "B", Page 279, Plat Records, Midland County, Texas. Subject tract being situated in Section 4, Block 39, T-2-S, T. & P. R.R. Co. Survey, Midland County, Texas and being more particularly described by metes and bounds as follows:

NOTE: All bearings, distances, coordinates, and areas shown hereon are relative to the Texas State Plane Coordinate System, Texas Central Zone (NAD83).

BEGINNING at (N:10,686,141.72, E:1,746,572.60) the Northwest corner of the herein described tract, a ½" iron rod with orange plastic cap marked "HPF Consult" found at the Northeast corner of said Lot 1, Block 3, Midkiff Industrial Center, Section 2;

THENCE North 75 degrees 35 minutes 55 seconds East a distance of 20.00 feet to the Northeast corner of the herein described tract a point in the West line of West Industrial Loop (variable width);

THENCE South 14 degrees 24 minutes 05 seconds East with the West line of said West Industrial Loop a distance of 104.00 feet, to the Southeast corner of the herein described tract, a found ½" iron rod with orange plastic cap marked "HPF Consult";

THENCE South 75 degrees 35 minutes 55 seconds West a distance of 20.00 feet to the southwest corner of the herein described tract, a ½" iron rod with orange plastic cap marked "HPF Consult" found at the Southeast corner of said Lot 1, Block 3, Midkiff Industrial Center, Section 2;

THENCE North 14 degrees 24 minutes 05 seconds West with the East line of said Lot 1, Block 3, Midkiff Industrial Center, Section 2 a distance of 104.00 feet to the Point of Beginning.

Subject tract containing 2,080.00 square feet of land.

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARCUS L. HOSTAS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WAS PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

01/11/2023
Marcus L. Hostas

MARCUS L. HOSTAS, RPLS
TX. REGISTRATION NUMBER: 5643

STATE OF TEXAS
REGISTERED
MARCUS L. HOSTAS
5643
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

ENGINEERING AND DESIGN
TEXAS REGISTERED
TBPELS FIRM 10194683
HPF CONSULTANTS, INC.
602 E. Big Spring Street
Midland, Texas
432.235.8111
MARCUS.HOSTAS@HPFconsultants.com

C:\data\Midkiff Industrial Park\2023\ROW VACATION-20220716\ROW VACATION-20230111.dwg

MIDLAND
Feel the Energy!

Office of the City Manager

March 14, 2023

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 2,080-square foot portion of West Industrial Loop right-of-way located adjacent to Lot 1, Block 3, Midkiff Industrial Center, Section 2, 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 $1,040.00. 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,

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0047

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Stan Williamson		Phone (432)631-1680 Email stan@industrialoilsinc.com	
Address #2 West Industrial Loop	City Midland	State Tx	Zip 79702

Application is hereby made to the City Council to vacate the following:

- ☑ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 1705 S. Midkiff Road - #2 West Industrial Loop

Reason for Request: Reclaim unused 20' right of way dedication along West Industrial Loop, East side of Midkiff Industrial Center, Section 2

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: This strip is not not being used as ROW The areas will be improved and used for business purposes

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
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Sharyland Utilities
- Grande Communications
- Oncor Electric

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): [signature]		Date: 1-19-23
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey Plat ☑ Plans in Digital Format (PDF/JPEG)

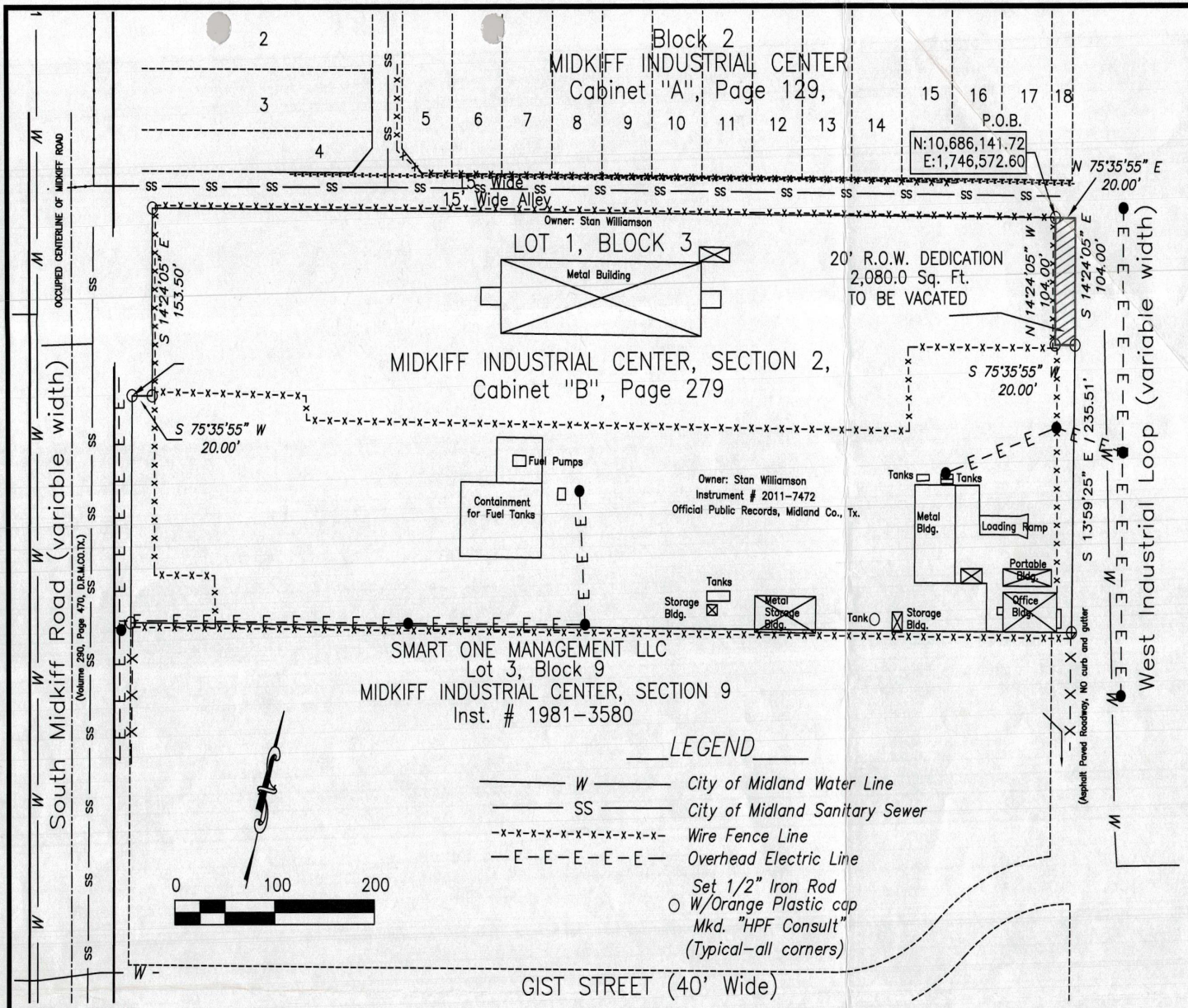
☑ Application Fee

Check # 2641

RECEIVED JAN 20 2023

Received By: James Ruber	Date: 1/20/23 BY:

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



R.O.W. VACATION

LEGAL DESCRIPTION of a 2,080.00 square foot tract of land located on the East side of Lot 1, Block 3, Midkiff Industrial Center, Section 2, filed of record in Cabinet "B", Page 279, Plat Records, Midland County, Texas. Subject tract being situated in Section 4, Block 39, T-2-S, T. & P. R.R. Co. Survey, Midland County, Texas and being more particularly described by metes and bounds as follows:

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THENCE North 75 degrees 35 minutes 55 seconds East a distance of 20.00 feet to the Northeast corner of the herein described tract a point in the West line of West Industrial Loop (variable width);

THENCE South 14 degrees 24 minutes 05 seconds East with the West line of said West Industrial Loop a distance of 104.00 feet, to the Southeast corner of the herein described tract, a found ½" iron rod with orange plastic cap marked "HPF Consult";

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Subject tract containing 2,080.00 square feet of land.

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARCUS L. HOSTAS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WAS PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

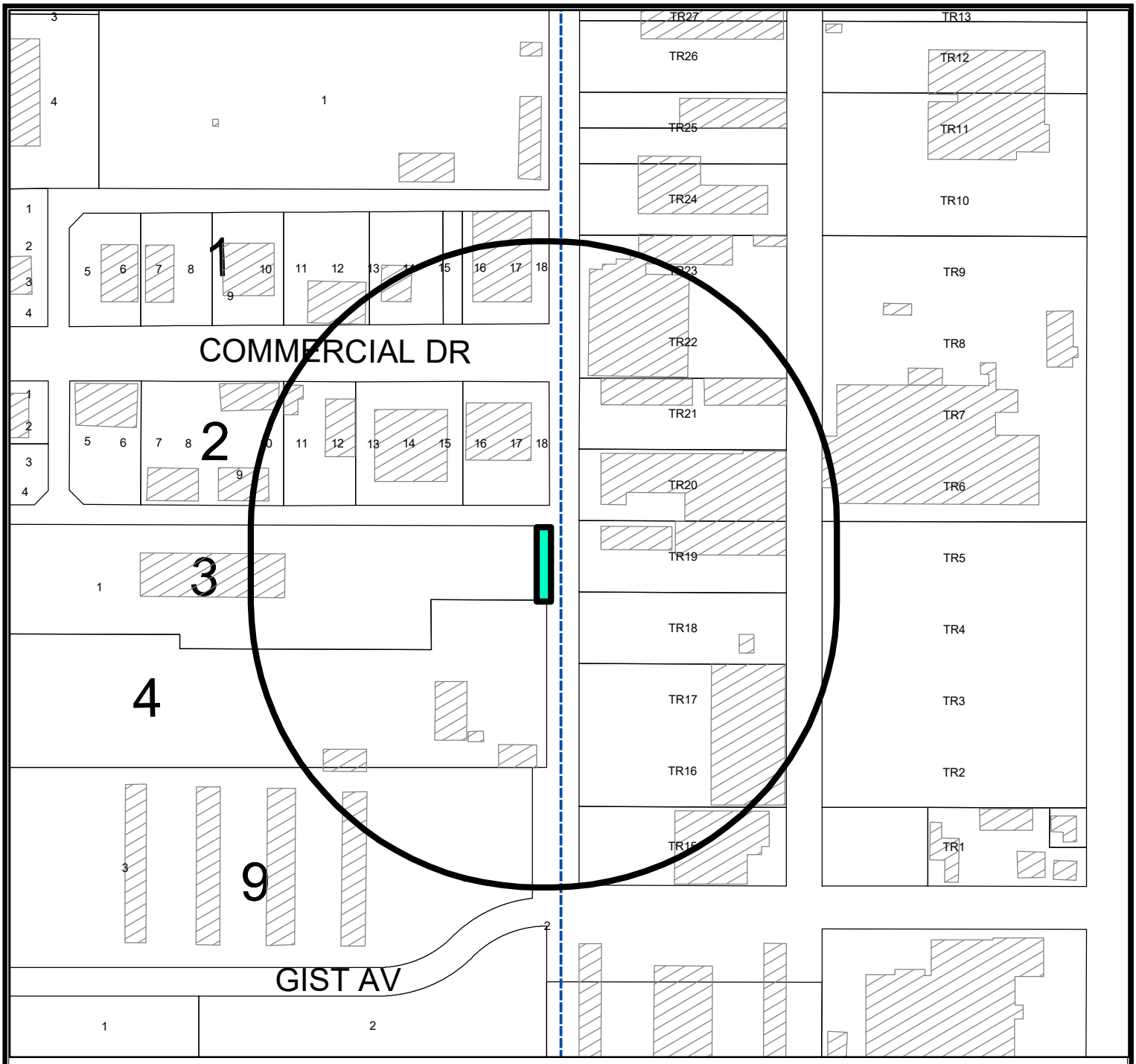
01/11/2023
Marcus L. Hostas

MARCUS L. HOSTAS, RPLS
TX. REGISTRATION NUMBER: 5643

STATE OF TEXAS
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MARCUS L. HOSTAS
5643
PROFESSIONAL
LAND SURVEYOR

HPF CONSULTANTS, INC.
ENGINEERING AND DESIGN
TEXAS REGISTERED
TBPELS FIRM 10194683
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Midland, Texas
432.235.8111
MARCUS.HOSTAS@HPFconsultants.com

C:\data\Midkiff Industrial Park\2023\ROW VACATION-20220716\ROW VACATION-20230111.dwg



LOCATION MAP

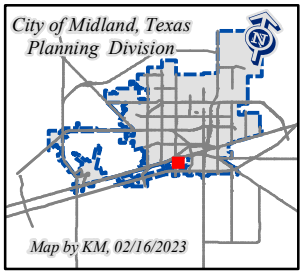
V-23-0047 **Scale: 1" = 200'**

Consider a request by Stan Williamson for a vacation of a 2,080 square foot portion of the W. Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Central, Section 2, City and County of Midland, Texas.

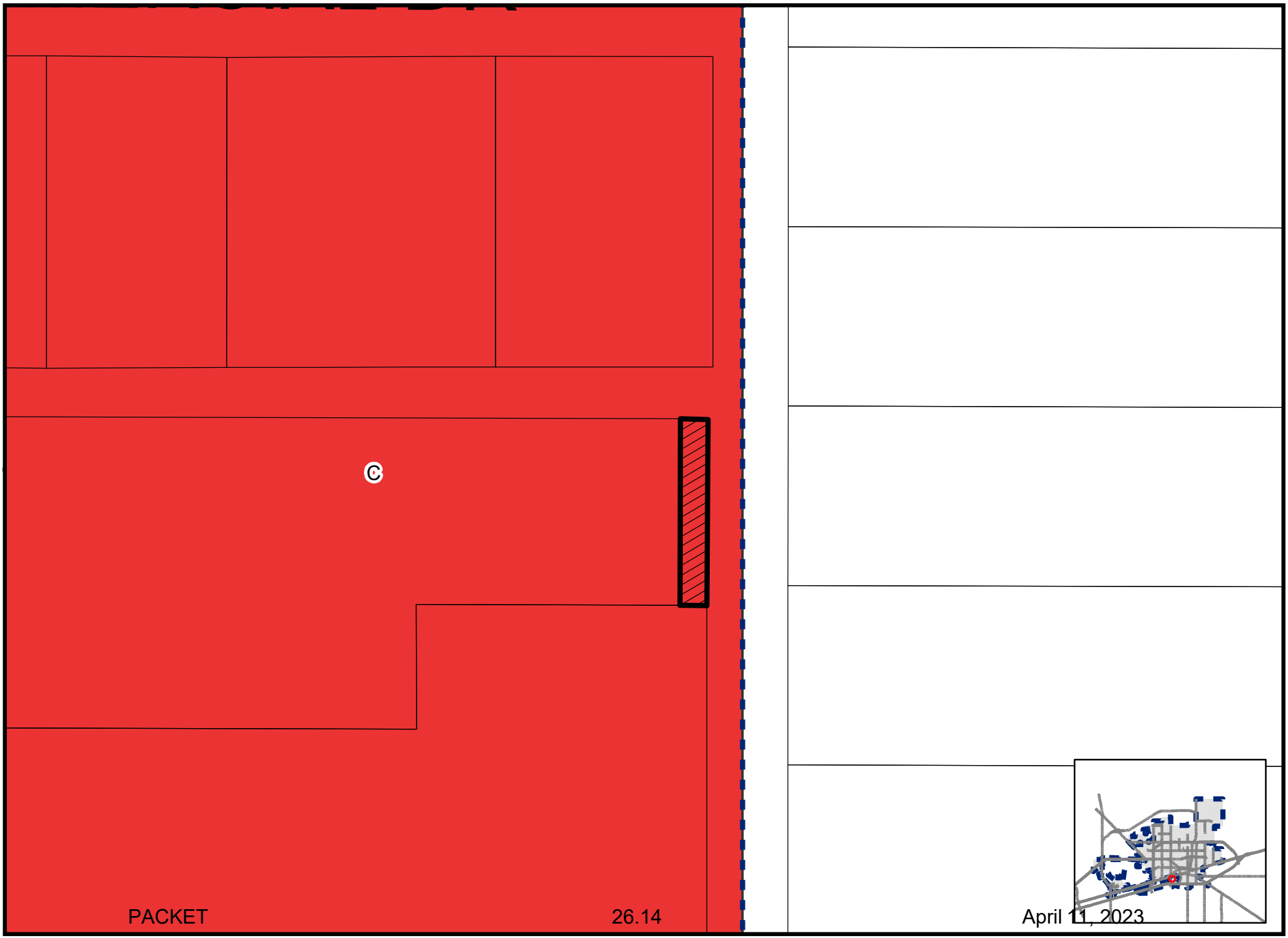
Generally located on the west side of W Industrial Loop, approximately 250-feet south of Commercial Drive (Council District 2)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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



Map By Km, 03/07/2023

V-23-0047

Scale: 1" = 200'

ZONING MAP

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Kelly Martinez

From: LReyna@midcad.org
Sent: Monday, March 13, 2023 8:23 AM
To: Kelly Martinez
Subject: Re: Appraisal for ROW Vacation-1705 S Midkiff
Attachments: V-23-0047, TaxVacMCAD vac ltr.pdf; V-23-0047, Survey.pdf; V-23-0047, Metes and Bounds.pdf; V-23-0047, Location Map.pdf

Good Morning Kelly,

Estimated value for this property is $ 1,040.

Thank you and I apologize for the delay I was trying to make it harder than it was!

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From:	Kelly Martinez <kmartinez@midlandtexas.gov>
To:	"lreyna@midcad.org" <lreyna@midcad.org>
Cc:	"drambo@midcad.org" <drambo@midcad.org>
Date:	02/28/2023 10:02 AM
Subject:	Appraisal for ROW Vacation-1705 S Midkiff

Hello,

We have recently received a request from Stan Williamson to vacate and abandon the following:

CASE NUMBER	GENERAL LOCATION	AREA SQ. FT.	CURRENT ZONING
V-23-0047	Generally located on the west side of W Industrial Loop, approximately 250-feet south of Commercial Drive (Council District 2)	a 2,080 square foot portion of the W. Industrial Loop right-of-way, located adjacent to Lot 1, Block 3, Midkiff Industrial Central, Section 2, City and County of Midland, Texas.	C, Commercial District

Please prepare the estimated market value of this parcel so that the City Council may have this information during its consideration of this request.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Kelly Martinez
300 N. Loraine
Midland, Texas 79701

February 27, 2023

Re: Case Name: 1705 S. Midkiff
Case Number: V-23-0047

Kelly,

Atmos Energy has no objection to the above referenced changes proposed to the W. Industrial Loop right of way located between Commercial & W. Gist. We currently have no gas lines or facilities located within this section of right of way.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com

Kelly Martinez

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Monday, February 27, 2023 2:13 PM
To: Kelly Martinez
Subject: Re: ROW Vacation Request Astound

Kelly

Sorry for the late reply, I was a little under the weather last week. But I'm feeling better and back at the office. I have looked at our maps and google earth to see if we have any of our services in the area. It looks like we do not have any services per our maps, and from what I could see per google earth it looked like to me that it is AT&T, and Optimum. If there is anything else that I can help you with please feel free to reach out to me. Once again sorry for the late reply.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Mon, Feb 27, 2023 at 11:22 AM Kelly Martinez <kmartinez@midlandtexas.gov> wrote:

> Hello Mr. Guerra,
>
> I wanted to touch base with you on the request below. Let me know if you need additional information to complete this review.
>
> Thanks,
>
> Kelly Martinez
>
> Senior Planner|Development Services
>
> O. 432-685-7915

E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

From: Kelly Martinez
Sent: Friday, February 17, 2023 10:34 AM
To: Ruben Guerra <ruben.guerra@astound.com>
Subject: ROW Vacation Request Astound

Dear Mr. Guerra,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez

Senior Planner|Development Services

O. 432-685-7915

E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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Kelly Martinez

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Friday, February 17, 2023 10:52 AM
To: Kelly Martinez
Subject: RE: ROW Vacation Request AT&T

Good morning,

We should be clear there.

Thanks,
Jerry

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, February 17, 2023 10:31 AM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: ROW Vacation Request AT&T

Dear Mr. Underwood,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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Kelly Martinez

From: Arguello, Martin <Martin.Arguello@oncor.com>
Sent: Tuesday, February 21, 2023 6:48 AM
To: Kelly Martinez
Subject: RE: ROW Vacation Request Oncor

Good Morning Kelly! Hoping all is well. I have checked on this site, and Oncor is clear of all facilities and easements.

From: Kelly Martinez [mailto:kmartinez@midlandtexas.gov]
Sent: Friday, February 17, 2023 10:32 AM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Cc: Blankenship, Chad <Chad.Blankenship@oncor.com>
Subject: ROW Vacation Request Oncor

Dear Mr. Arguello,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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Kelly Martinez

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Friday, February 17, 2023 11:42 AM
To: Kelly Martinez
Cc: Eron Zapata
Subject: RE: External E-mail - ROW Vacation Request Optimum

Then we are good, as we do not have anything in the shaded area

---

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, February 17, 2023 11:26 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - ROW Vacation Request Optimum

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Okay I see. They are only wanting to vacate the shaded area in green on the location map.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Friday, February 17, 2023 11:20 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Cc: Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - ROW Vacation Request Optimum


Platinum Collision Center
Flores Auto Glass
Lone Star Heating & Cooling
Commercial Dr
Commercial Dr
Commercial Dr
West Texas Truck Accessories
S Mickiff Rd
Smart RV & Boat Storage
W Gist Ave
W Gist Ave
W Gist Ave
440 ft

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, February 17, 2023 11:19 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Cc: Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - ROW Vacation Request Optimum

[External Email]

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Hello,

A Map was not attached. Can you please resend?

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Friday, February 17, 2023 11:17 AM
To: Kelly Martinez <kmartinez@midlandtexas.gov>
Cc: Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - ROW Vacation Request Optimum

Here's a google map of where our plant is at,
The red lines are our aerial plant & the green lines are our underground.

Are they wanting to vacate the circled area? Or just the area shaded in green?

We are on the East side poles off of, Industrial Loop & we are on the poles on the north side of the alley between Commercial Dr. & W. Gist Ave.

From: Kelly Martinez <kmartinez@midlandtexas.gov>
Sent: Friday, February 17, 2023 10:36 AM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - ROW Vacation Request Optimum

[External Email]

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Dear Mr. Montez,

Stan Williamson has submitted a request to vacate the above described Right of Way (see attached exhibit). Please advise if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this request returned to us within 5-7 days. You may reach me at (432) 685-7915 if you have any questions. You can send your response via email to kmartinez@midlandtexas.gov.

Thank you for your assistance.

Kelly Martinez
Senior Planner|Development Services
O. 432-685-7915
E. kmartinez@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79701

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COMMANDER




Smart RV & Boat Storage
smartrvstorage.com
432-253-1234


BILL KELLY'S WELDING
KELLY'S WELDING
THE OUTLAW
OFFICE#
685-1803
HOME#
687-0038
FOR SALE BY OWNER

City Council Meeting

Item Number: 27

Meeting Date: April 11, 2023 (March 28, 2023)

To: City Council / City Manager

From: James Reber, Planner

Subject: **AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, LCA, is requesting to vacate a 1,200 square foot sanitary sewer easement located between Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas, for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is $4.50 per square foot, for a total value of $5,400.

Discussion:

The approximated area that will be vacated is 1,200 square feet. The applicant is requesting to vacate the right-of-way because the sanitary sewer easement is being rerouted to accommodate the recombination of Lots 1-3, Block 6, of Warwick Addition, into one lot. The owner is proposing to combine Lots 1-3 for the purposes of building a house.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.
The Midland Central's Appraisal District's appraisal of the land is $4.50 per square foot or $5,400.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No objections

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

GIS: (Approved)

North call on vacation visual should be N75-38-42E 120 Feet.

AT&T: (Approved)

We do not have anything in that ROW.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes to the utility easement located East of L Street between Winfield and Shell Ave. We have no gas lines or facilities located within this section of right of way/easement. Our existing facilities are currently located in the alley ROW further East and outside the proposed vacate area. Please let me know if you have any further questions.

Astound: (Approved)

We run North and South and do not have a network in the Highlighted areas that is marked on your maps that you have sent to me.

Oncor: (Approved)

Oncor will be clear of any easements and facilities.

Optimum: (Approved)

Our plant is all aerial in that alley, it runs north & South on the poles & east off that pole in the alley.

As long as the pole in that intersection of the alley isn't going to be relocated, we should be okay

If that pole will be moved, the vacate requestor will need to pay for us to relocate at their expense.

Midland Central Appraisal District: (Approved)

The vacation area indicated has a current value of $4.50 per square foot or $5,400.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacate a 1,200 square foot sanitary sewer easement located between Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas, for future development, to be subject to conditions A and B.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $5,400.**

B. **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 March 15, 2023, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 1,200-SQUARE FOOT SANITARY SEWER EASEMENT LOCATED ADJACENT TO LOTS 2 AND 3, BLOCK 6, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH L STREET, APPROXIMATELY 185 FEET SOUTH OF WINFIELD ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,400.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 1,200-square foot sanitary sewer easement located adjacent to Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; 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 the notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $5,400.00, 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

B. a replat of the Property is approved by the City of Midland and filed of $5,400.00; and and

SECTION THREE. That upon the City's receipt of the sum set forth in Section Two recorded with the County Clerk of Midland County, Texas.

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

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading the ____ day of Official Records of Midland County, Texas, A.D., 2023; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2023, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

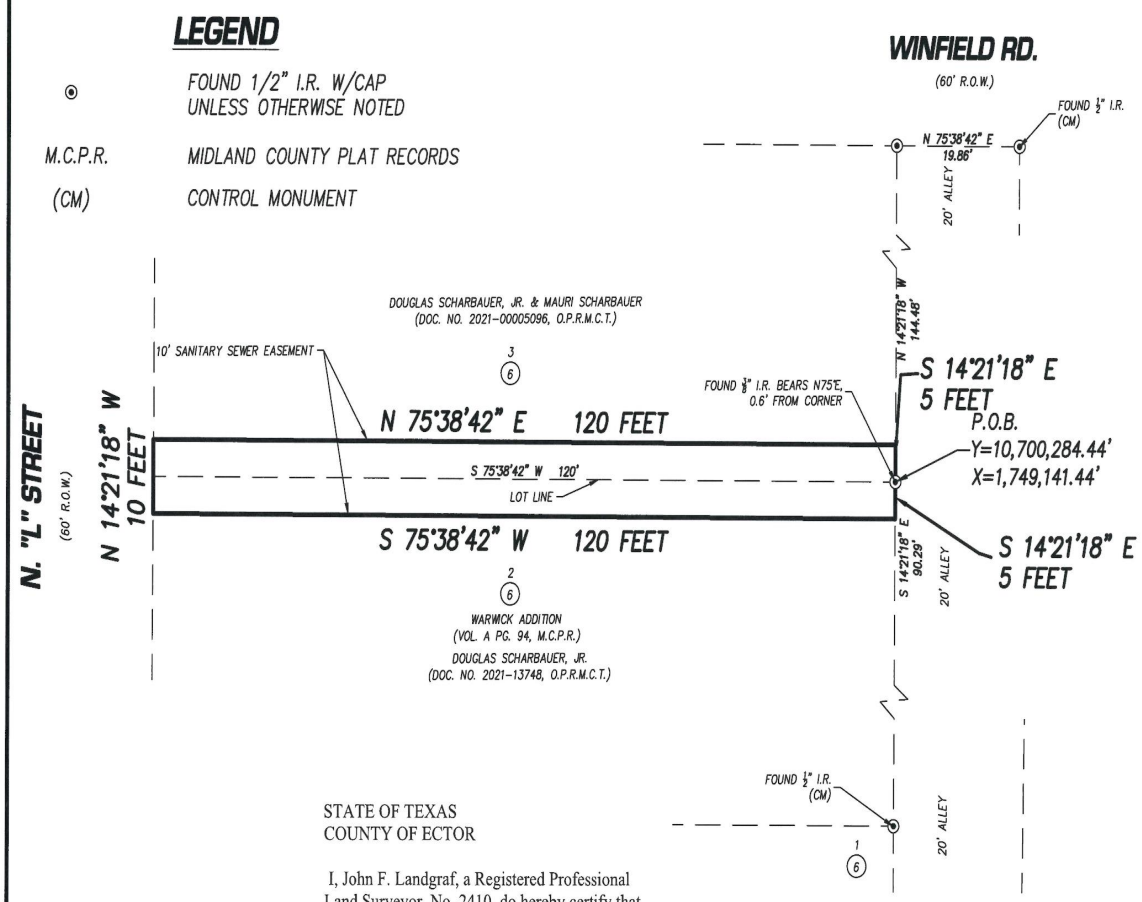
John Ohnemiller, City Attorney

EXHIBIT "A"

EXHIBIT OF THE ABANDONMENT OF A

10-FOOT SANITARY SEWER EASEMENT

LOCATED BETWEEN LOTS 2 & 3, BLOCK 6, WARWICK ADDITION
CITY AND COUNTY OF MIDLAND, TEXAS



STATE OF TEXAS
COUNTY OF ECTOR

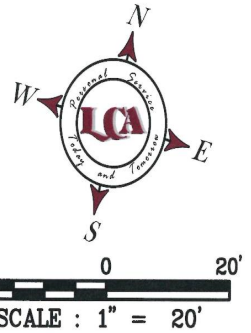
I, John F. Landgraf, a Registered Professional Land Surveyor, No. 2410, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision.

LCA

John F. Landgraf, R.P.L.S. #2410
REVISED: 16 March 2023

STATE OF TEXAS REGISTERED JOHN F. LANDGRAF 2410 PROFESSIONAL LAND SURVEYOR

EASEMENT ABANDONMENT
AREA IN LOT 3 BLK 6.....600 S.F.
AREA IN LOT 2 BLK 6.....600 S.F.
TOTAL ABANDONMENT = 1,200 S.F.



METES & BOUNDS DESCRIPTION
OF THE ABANDONMENT OF A 10-FOOT SANITARY SEWER EASEMENT
LOCATED BETWEEN LOTS 2 & 3 BLOCK 6, WARWICK ADDITION
PLAT BOOK A PAGE 94, MIDLAND COUNTY PLAT RECORDS
CITY AND COUNTY OF MIDLAND, TEXAS

BEGINNING AT (Y= 10,700,284.44' & X = 1,749,141.44') ON THE WEST LINE A OF A 20-FOOT ALLEY AT THE COMMON NORTHEAST CORNER OF SAID LOT 2, SOUTHEAST CORNER OF SAID LOT 3 WHENCE A ½" IRON ROD BEARS NORTH 75° EAST 0.6 FEET AND A ½ " IRON ROD (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 BEARS SOUTH 14°21'18" EAST, A DISTANCE OF 90.29 FEET AND A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF LOT 3 BLOCK 12 OF AVALON ADDITION AS DESCRIBED IN PLAT BOOK B, PAGE 3 OF SAID MIDLAND COUNTY PLAT RECORDS BEARS NORTH 14°21'18" WEST, A DISTANCE OF 114.48 FEET AND NORTH 75°38'42" EAST, A DISTANCE OF 19.86 FEET;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET;

THENCE SOUTH 75°38'42" WEST, 5-FEET SOUTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE EAST RIGHT-OF-WAY OF N. "L" STREET;

THENCE NORTH 14°21'18" WEST WITH THE WEST LINE OF SAID LOTS 2 AND 3 AND THE EAST RIGHT-OF-WAY LINE OF SAID N. "L" STREET, PASS THE COMMON CORNER OF SAID LOTS 2 AND 3 AT 5 FEET, IN ALL A TOTAL DISTANCE OF 10 FEET ;

THENCE NORTH 75°38'42" EAST, 5-FEET NORTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE WEST LINE OF SAID ALLEY;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET TO THE POINT OF THE BEGINNING CONTAINING 600 SQUARE FEET ON SAID LOT 2 AND 600 SQUARE FEET ON SAID LOT 3 FOR A TOTAL AREA OF 1,200 SQUARE FEET. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,634,412.864' AND X= 1,668,710.191') WITH A THETA ANGLE OF -00°54'44" AND A COMBINED GRID FACTOR OF 0.999902307. ACREAGE STATED IS AVERAGE SURFACE.

ENG. _____ E.T. _____
SVY. _____ DFT. _____
LCA JOB No. 2021-057

LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow

021\2021-057\dwg\drafting\Exhibits\2021-057 10ft Utility Easement.dwg, 3/16/2023 9:08:18 AM, AutoCAD PDF (General Documentation).pc3

MIDLAND
Feel the Energy!

Office of the City Manager

March 16, 2023

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 1,200-square foot sanitary sewer easement located adjacent to Lots 2 and 3, Block 6, Warwick Addition, 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 $5,400.00. 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,

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

LCA Job # 21-057

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-23-0049

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA Agent for Douglas Scharbauer Jr.		Phone (432) 332-5058 Email mbo@lcaodessa.com	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 10-foot sewer easement between Lots 2 &3 Block 6 Warwick Addition, Volume A, Page 94 M.C.P.R.

Reason for Request: The sanitary sewer easement is being re-routed to accommodate the re-combination of Lots 1-3 Block 6 into one (1) lot.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: The existing sanitary sewer is being re-routed, therefore no adverse affects to the sanitary sewer system.

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): LCA AGENT Suzy E. Moseley		Date: 22 Feb 2023
Affected Property Owners: Douglas Scharbauer Jr. owns the affected lots, see authorization letter		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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

FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey Plat ☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check # Credit card

Received By: KM Date: RECEIVED FEB 23 2023 BY:.....

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

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas
Odessa, Texas 79761
(432) 332-5058 • 580-8812
FAX (432) 332-8812

LETTER OF TRANSMITTAL

DATE: 2/23/23	JOB NO. 21-057
ATTENTION: Elizabeth Shaughnessy	
TO: City of Midland- Planning	
300 N. Loraine	RE: Warwick Addition Section 4- Sewer Easement vacation
Midland, Texas 79701	
☒ Delivered ☐ Picked Up ☐ Mailed	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Specifications ☐ Samples ☐ SWPPP

☐ Copy of letter ☐ Change Order ☐ Electronic File (☐ Read Only ☐ Dwg)

COPIES	DATE	NO.	DESCRIPTION
1			Sewer Easement Vacation Application & fee
1			Authorization Letter
3			Exhibit with Metes & Bounds shown
1			Digital Records emailed to Dalia Salinas

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Electronic File accompanied with signed hard copy.

☒ For your use ☐ Approved as noted Hard copy rules in ALL conflicts.

☐ As requested ☐ Returned for corrections

☐ Review and comment

☐ FOR BIDS USE _____, 20___

REMARKS:

COPY TO: File

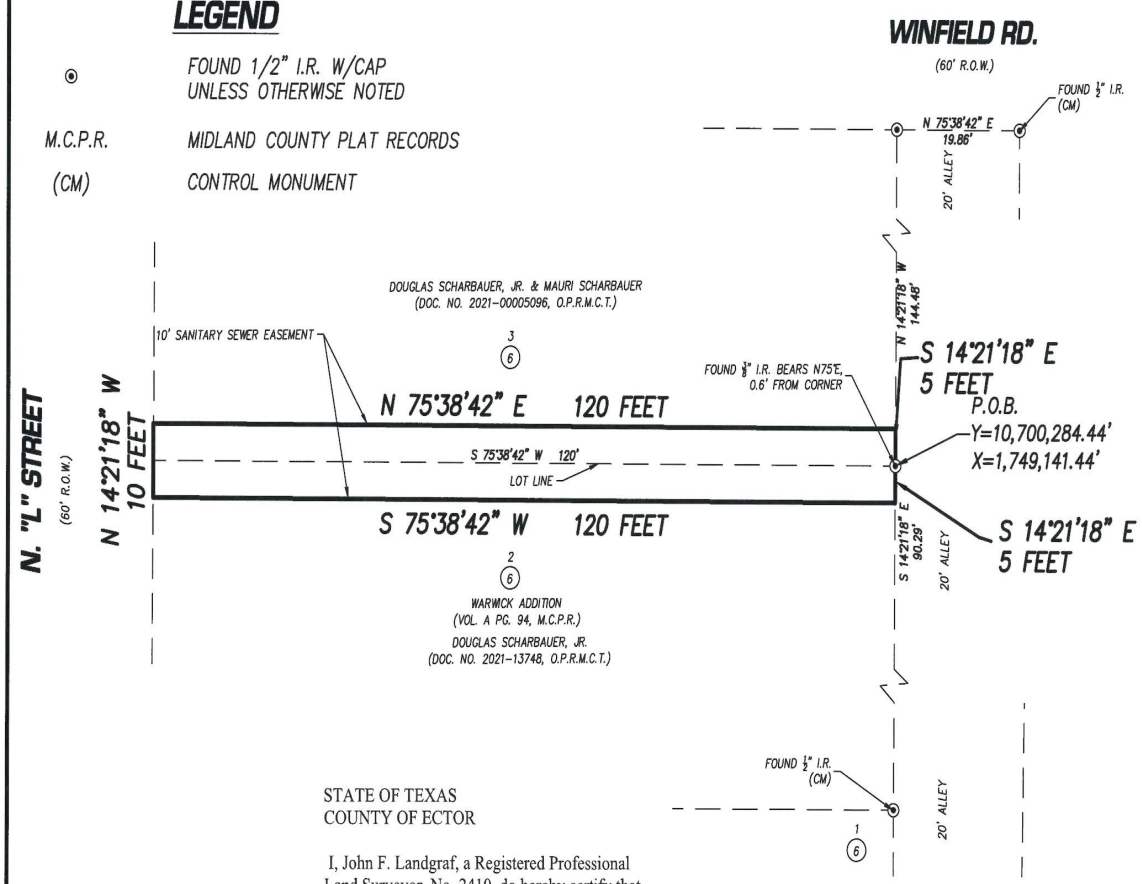
SIGNED: Melanie

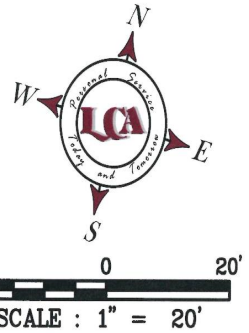
Melanie Martinez

EXHIBIT OF THE ABANDONMENT OF A

10-FOOT SANITARY SEWER EASEMENT

LOCATED BETWEEN LOTS 2 & 3, BLOCK 6, WARWICK ADDITION
CITY AND COUNTY OF MIDLAND, TEXAS





STATE OF TEXAS
COUNTY OF ECTOR

I, John F. Landgraf, a Registered Professional Land Surveyor, No. 2410, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision.

LCA

John F. Landgraf, R.P.L.S. #2410
REVISED: 16 March 2023

STATE OF TEXAS REGISTERED JOHN F. LANDGRAF 2410 PROFESSIONAL LAND SURVEYOR

EASEMENT ABANDONMENT
AREA IN LOT 3 BLK 6.....600 S.F.
AREA IN LOT 2 BLK 6.....600 S.F.
TOTAL ABANDONMENT = 1,200 S.F.

METES & BOUNDS DESCRIPTION
OF THE ABANDONMENT OF A 10-FOOT SANITARY SEWER EASEMENT
LOCATED BETWEEN LOTS 2 & 3 BLOCK 6, WARWICK ADDITION
PLAT BOOK A PAGE 94, MIDLAND COUNTY PLAT RECORDS
CITY AND COUNTY OF MIDLAND, TEXAS

BEGINNING AT (Y= 10,700,284.44' & X = 1,749,141.44') ON THE WEST LINE A OF A 20-FOOT ALLEY AT THE COMMON NORTHEAST CORNER OF SAID LOT 2, SOUTHEAST CORNER OF SAID LOT 3 WHENCE A ½" IRON ROD BEARS NORTH 75° EAST 0.6 FEET AND A ½ " IRON ROD (CONTROL MONUMENT) FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2 BEARS SOUTH 14°21'18" EAST, A DISTANCE OF 90.29 FEET AND A ½" IRON ROD (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF LOT 3 BLOCK 12 OF AVALON ADDITION AS DESCRIBED IN PLAT BOOK B, PAGE 3 OF SAID MIDLAND COUNTY PLAT RECORDS BEARS NORTH 14°21'18" WEST, A DISTANCE OF 114.48 FEET AND NORTH 75°38'42" EAST, A DISTANCE OF 19.86 FEET;

THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 2 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET;

THENCE SOUTH 75°38'42" WEST, 5-FEET SOUTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE EAST RIGHT-OF-WAY OF N. "L" STREET;

THENCE NORTH 14°21'18" WEST WITH THE WEST LINE OF SAID LOTS 2 AND 3 AND THE EAST RIGHT-OF-WAY LINE OF SAID N. "L" STREET, PASS THE COMMON CORNER OF SAID LOTS 2 AND 3 AT 5 FEET, IN ALL A TOTAL DISTANCE OF 10 FEET ;

THENCE NORTH 75°38'42" EAST, 5-FEET NORTH OF AND PARALLEL TO THE COMMON LINE OF SAID LOTS 2 & 3, A DISTANCE OF 120 FEET TO THE WEST LINE OF SAID ALLEY;

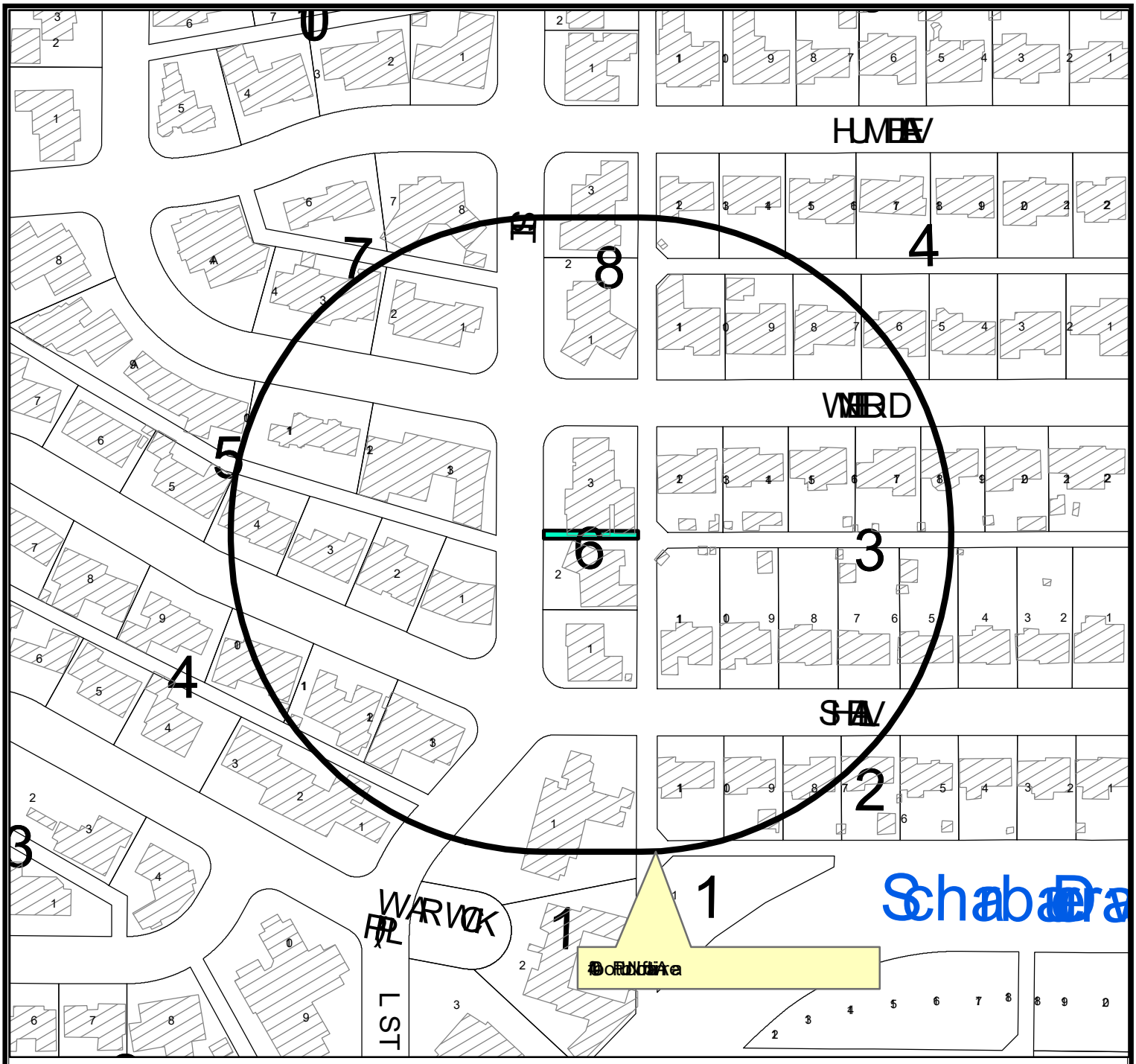
THENCE SOUTH 14°21'18" EAST WITH THE EAST LINE OF SAID LOT 3 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 5 FEET TO THE POINT OF THE BEGINNING CONTAINING 600 SQUARE FEET ON SAID LOT 2 AND 600 SQUARE FEET ON SAID LOT 3 FOR A TOTAL AREA OF 1,200 SQUARE FEET. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,634,412.864' AND X= 1,668,710.191') WITH A THETA ANGLE OF -00°54'44" AND A COMBINED GRID FACTOR OF 0.999902307. ACREAGE STATED IS AVERAGE SURFACE.

ENG. _____ E.T. _____
SVY. _____ DFT. _____

LCA JOB No. 2021-057

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow

021\2021-057\dwg\drafting\Exhibits\2021-057 10ft Utility Easement.dwg, 3/16/2023 9:08:18 AM, AutoCAD PDF (General Documentation).pc3



LOCATION MAP

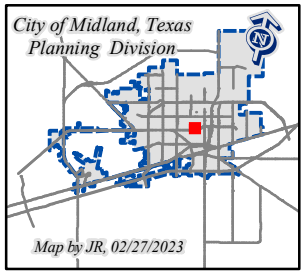
V-23-0049 **Scale: 1" = 200'**

Consider a request for a 1,200 foot sanitary sewer easement located between Lots 2 and 3, Block 6, Warwick Addition, City and County of Midland, Texas.

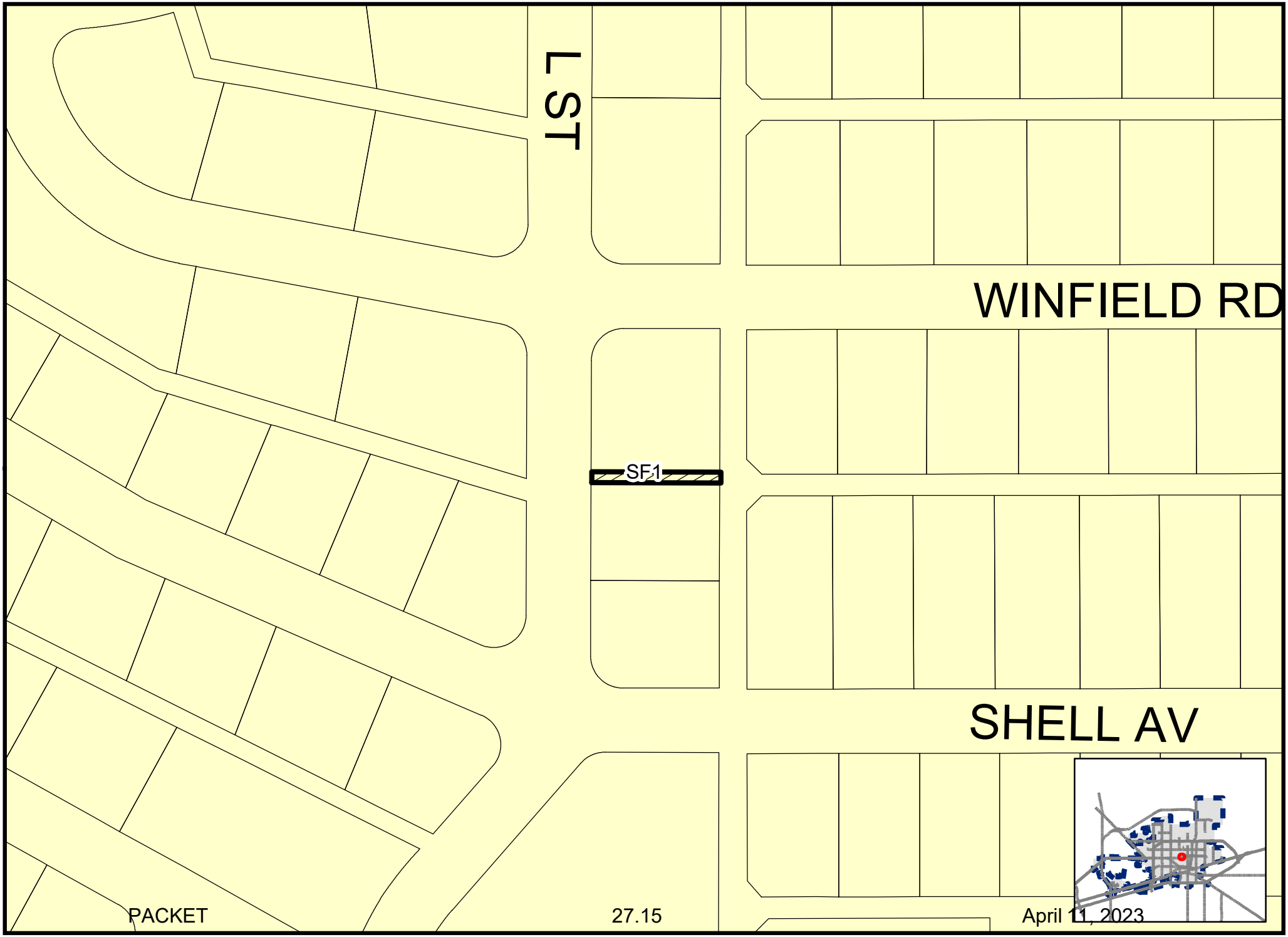
Generally located on the east side of North L Street, approximately 185-feet south of Winfield Road. (Council District 3)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By ES, 3/14/2023

V-23-0049

Scale: 1" = 200'

ZONING MAP

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James Reber

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Tuesday, February 28, 2023 9:29 AM
To: James Reber
Cc: Eron Zapata
Subject: RE: External E-mail - Warwick Addition Vacation
Attachments: Vacate N L Street.png

Our plant is all aerial in that alley, it runs north & South on the poles & east off that pole in the alley,

I have attached your map highlighted in red of our aerial plant.

As long as the pole in that intersection of the alley isn't going to be relocated, we should be okay?

If that pole will be moved, the vacate requestor will need to pay for us to relocate at their expense.

From: James Reber <jreber@midlandtexas.gov>
Sent: Monday, February 27, 2023 4:52 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>
Subject: External E-mail - Warwick Addition Vacation

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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James Reber

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Wednesday, March 15, 2023 3:19 PM
To: James Reber
Subject: Re: FW: Warwick Addition Vacation

We run North and South and do not have a network in the Highlighted areas that is marked on your maps that you have sent to me. Per my maps if you have any other questions or concerns please let me know.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Wed, Mar 15, 2023 at 2:40 PM James Reber <jreber@midlandtexas.gov> wrote:

> Good afternoon, Mr. Guerra,
>
> If you could, I need comments regarding this vacation from Astound as soon as possible. The 3/28 agenda is to close today and we are still missing comments.
>
> Thank you,
>
> James Reber
>
> Planner
>
> Development Services Department
>
> (432) 685-7406
>
> 300 N. Loraine Midland, TX 79702

From: James Reber
Sent: Monday, February 27, 2023 4:46 PM
To: ruben.guerra@astound.com
Subject: Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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James Reber

From: LReyna@midcad.org
Sent: Wednesday, March 15, 2023 2:38 PM
To: James Reber
Subject: Re: FW: Warwick Addition Vacation
Attachments: V-23-0049, TaxVacMCAD vac ltr.pdf; V-23-0049, Vacation Application.pdf; V-23-0049, Vacation Plans.pdf; V-23-0049, Location Map.pdf

Importance: High

Hi James,

It was a pleasure to speak with you on the phone earlier and I apologize that I did not receive your email.

Warwick Addition 1,200 SF @ $4.50 Per Square Foot = Total Value $ 5,400 (Estimated Value)

If you need anything else please feel free to contact me!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From:	James Reber <jreber@midlandtexas.gov>
To:	"lreyna@midcad.org" <lreyna@midcad.org>
Date:	03/15/2023 02:05 PM
Subject:	FW: Warwick Addition Vacation

Good afternoon, Ms. Reyna,

This is the vacation request. Thank you!

James Reber
Planner
Development Services Department
(432) 685-7406

300 N. Loraine Midland, TX 79702

From: James Reber
Sent: Monday, February 27, 2023 4:54 PM
To: Lreyna@mcad.org
Subject: Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber
Planner
Development Services Department
(432) 685-7406
300 N. Loraine Midland, TX 79702

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James Reber

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Tuesday, February 28, 2023 6:27 AM
To: James Reber
Subject: RE: Warwick Addition Vacation

Good morning,

We do not have anything in that ROW.

Thanks,

Jerry

From: James Reber <jreber@midlandtexas.gov>
Sent: Monday, February 27, 2023 4:49 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

James Reber

From: Arguello, Martin <Martin.Arguello@oncor.com>
Sent: Tuesday, February 28, 2023 10:17 AM
To: James Reber
Subject: RE: Warwick Addition Vacation

James, I went out to look at this location this morning, and Oncor will be clear of any easements and facilities.

From: James Reber [mailto:jreber@midlandtexas.gov]
Sent: Monday, February 27, 2023 4:50 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber
Planner
Development Services Department
(432) 685-7406
300 N. Loraine Midland, TX 79702

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James Reber

From: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Sent: Thursday, March 16, 2023 9:16 AM
To: James Reber
Subject: RE: Warwick Addition Vacation
Attachments: V-23-0049, Vacation - Atmos.pdf; Request to Vacate Warwick Add.pdf

James, please see attached.

Thanks.

Mark Lieb

Project Specialist

Atmos Energy/Permian Basin

432-617-347 office

432-967-0370 cell

Mark.Lieb@atmosenergy.com

From: James Reber <jreber@midlandtexas.gov>
Sent: Thursday, March 16, 2023 8:31 AM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Subject: [EXT] FW: Warwick Addition Vacation

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Mr. Lieb,

I apologize, but it looks like I forwarded the initial vacation email to the wrong address—again. If you could please just email back your comments regarding said vacation when you can, it would be appreciated.

Thank you!

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

From: James Reber
Sent: Wednesday, March 15, 2023 2:39 PM
To: mark.lieb@atmostenergy.com
Subject: FW: Warwick Addition Vacation

Good afternoon, Lieb,

If you could, I need comments regarding this vacation from Atmos as soon as possible. The 3/28 agenda is to close today and we are still missing comments.

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

From: James Reber
Sent: Monday, February 27, 2023 4:48 PM
To: mark.lieb@atmostenergy.com
Subject: Warwick Addition Vacation

Good afternoon,

LCA has requested to vacate the above described easement (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7406 if you have any questions.

It would be greatly appreciated to have your feedback!

Thank you,

James Reber

Planner

Development Services Department

(432) 685-7406

300 N. Loraine Midland, TX 79702

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MIDLAND
Planning Division

February 27, 2023

Mr. Mark Lieb
Atmos Energy
P.O. Box 1111
Midland, Texas 79702

EASEMENT SEGMENT: Please see attached Exhibit A, and Map of Easement.

CASE NO.: V-23-0049
CASE NAME: Warwick Add Vacation

Dear Mr. Lieb,

LCA has submitted a request to vacate the above described easement (see attached exhibit). Please advise if your company has utilities within this easement. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7906 if you have any questions. You can send your response via email to jreber@midlandtexas.gov.

Thank you for your assistance.

Sincerely,

James Reber

James Reber
Planner
Planning Division

Attachment:
Exhibit A
Map

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
James Reber
Planner/Development Services
300 N. Loraine
Midland, Texas 79701

March 16, 2023

Re: Case Name: Warwick Add Vacation
Case Number: V-23-0049

Mr. Reber,

Atmos Energy has no objection to the above referenced changes to the utility easement located East of L Street between Winfield and Shell Ave. We have no gas lines or facilities located within this section of right of way/easement. Our existing facilities are currently located in the alley ROW further East and outside the proposed vacate area.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com


DW DW DW DW DW DW DW







City Council Meeting

Item Number: 28

Meeting Date: April 11, 2023 (March 28, 2023)

To: City Council / City Manager

From: Gabe McClelland,

Subject: AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT 3) (ENGINEERING SERVICES)

Purpose:

Consider an ordinance amending Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones", of the Midland City Code, so as to designate each school zone within the city and regulate the speed and movement of traffic herein; authorizing and directing the Traffic Engineer to install appropriate signs and markings; repealing Ordinance No. 10345; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication

Recommended City Council Action:

Approve

Fiscal Impact:

Approximately $750.00 for the installation of signs and the required pavement markings

Discussion:

After visiting with Midland Independent School District (MISD) staff and conducting a field investigation, City staff recommends changes to the school zone at Cuthbert Avenue and N Street to address current needs at Sam Houston Elementary. Specifically, City staff recommends changing the afternoon timing of the school zone from 2:30 pm - 4:00 pm to 2:30 pm - 4:30 pm. The additional 30 minutes in the afternoon will better match the window of time students depart from Sam Houston.

City staff also recommends extending the length of the school zone on N Street to a point approximately 175' north of Cuthbert Avenue to address current needs. Signs and pavement markings will be installed to complete this work.

For the reasons listed above, the City of Midland Engineering Department recommends approval of the proposed amendment to Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones".

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10345; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, Section 10-1-1(A)(44) of the City Code defines school zones as areas, whether adjacent to schools or not, when properly marked by signs or pavement markings designating them as school zones; and

WHEREAS, the City Traffic Engineer has recommended the establishment of certain locations within the City to be designated as school zones and certain changes in existing school zones, all based on engineering and traffic investigations; and

WHEREAS, the Council finds it to be in the public interest to follow the recommendations of the City Traffic Engineer in this matter;

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

SECTION ONE. That Midland City Code Title X, "Traffic Regulations", Chapter 4, "Traffic Control Devices", Section 11, "School Zones", shall hereby be amended to read in its entirety as follows:

10-4-11. SCHOOL ZONES.

The following described areas or locations are hereby designated "School Zones" and are reduced speed zones designated on streets by the City of Midland to facilitate safe crossing of the streets by children going to or leaving public or private elementary or secondary schools during the times the reduced speed limits apply. No person shall drive a motor vehicle in such areas or locations at a speed greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits specified below during the hours set out hereinafter for each location or when flashing lights are in place and operating shall be prima facie evidence

that the speed is not reasonable or prudent and is unlawful on the days schools are in session.

(A) Abell Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Heritage Boulevard from the centerline of Wadley Avenue to a point 170 feet south of the centerline of Highland Boulevard/Highland Court.

2. Highland Boulevard from the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(B) Abell Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Wadley Avenue from a point 100 feet east of the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(C) Alamo Junior High School - 25 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Illinois Avenue - from a point 211 feet east of the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

(D) Alamo Junior High School - See "Bonham Elementary School and Alamo Junior High School."

(E) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 210 feet east of the centerline of Stoneybrook Drive to a point 210 feet west of the centerline of Stoneybrook Drive.

(F) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Stoneybrook Drive - from a point 88 feet north of the centerline of Shadylane Drive to the centerline of Shadylane Drive.

2. Shadylane Drive - from a point 160 feet north of the centerline of Thomason Drive to a point 150 feet east of the centerline of Thornridge Drive.

3. Thornridge Drive - from a point 160 feet north of the centerline of Thomason Drive to the centerline of Shadylane Drive.

(G) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 293 feet east of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue to a point 280 feet west of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue.

2. Lamesa Road - from a point 200 feet north of the centerline of the west

leg of Dormard Avenue to a point 200 feet south of the centerline of the west leg of Dormard Avenue.

3. Main Street - from a point 175 feet north of the centerline of Dormard Avenue to a point 175 feet south of the centerline of Dormard Avenue.

(H) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shandon Avenue - from a point 230 feet west of the centerline of Edwards Street to a point 300 feet east of the centerline of Barber Drive.

2. Dengar Avenue - from a point 230 feet west of the centerline of Edwards Street to the centerline of Edwards Street.

3. Dengar Avenue - from the centerline of Barber Drive to a point 295 feet east of the centerline of Barber Drive.

4. Dormard Avenue - from a point 300 feet west of the centerline of Edwards Street to a point 230 feet east of the centerline of Barber Drive.

5. Edwards Street - from a point 205 feet south of the centerline of Dormard Avenue to a point 160 feet north of the centerline of Shandon Avenue.

6. Barber Drive - from a point 175 feet south of the centerline of Dormard Avenue to a point 155 feet north of the centerline of Shandon Avenue.

(I) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Midland Drive - from a point 205 feet north of the centerline of Crockett Avenue to a point 185 feet south of the centerline of Storey Avenue.

(J) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Cuthbert Avenue - from a point 235 feet west of the centerline of Delmar Street to a point 185 feet east of the centerline of Bonham Street.

2. Storey Avenue - from a point 450 feet west of the centerline of Delmar Street to the centerline of McDonald Street.

3. Storey Avenue - from the centerline of Bonham Street to a point 220 feet east of the centerline of Bonham Street.

4. Delmar Street - from a point 195 feet south of the centerline of Storey Avenue to the centerline of Storey Avenue.

5. Delmar Street - from a point 170 feet north of the centerline of Cuthbert

Avenue to the centerline of Cuthbert Avenue.

6. McDonald Street - from a point 200 feet south of the centerline of Storey Avenue to a point 115 feet north of the centerline of Cuthbert Avenue.

7. Bonham Street - from a point 170 feet south of the centerline of Storey Avenue to a point 118 feet north of the centerline of Cuthbert Avenue.

8. Dunbar Street - from a point 115 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.

(K) Bowie Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. "A" Street - from a point 140 feet north of the centerline of Elk Avenue to a point 175 feet south of the centerline of Douglas Avenue.

2. Douglas Avenue - from the centerline of "A" Street to a point 195 feet east of the centerline of "A" Street.

3. Douglas Avenue - from a point 205 feet east of the centerline of "D" Street to a point 175 feet west of the centerline of "D" Street.

(L) Bowie Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Elk Avenue - from the centerline of "B" Street to the centerline of "A" Street.

2. Douglas Avenue - from a point 90 feet east of the centerline of "C" Street to the centerline of "B" Street.

3. Princeton Avenue - from a point 255 feet west of the centerline of "B" Street to the centerline of "B" Street.

4. "B" Street - from a point 150 feet north of the centerline of Elk Avenue to a point 160 feet south of the centerline of Princeton Avenue.

(M) Bunche Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Pennsylvania Avenue - from a point 165 feet east of the centerline of Carver Street to a point 190 feet east of the centerline of Jackson Street.

2. Adams Street - from the centerline of Pennsylvania Avenue to a point 135 feet north of the centerline of Pennsylvania Avenue.

3. Jackson Street - from a point 140 feet north of the centerline of Pennsylvania Avenue to a point 215 feet north of the centerline of Cloverdale Road.

4. California Avenue - from the centerline of Jackson Street to a point 200 feet east of the centerline of Jackson Street.

(N) Burnett Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Spraberry Drive - from a point 175 feet north of the centerline of Devonian Drive to a point 130 feet north of the centerline of Pleasant Drive.

2. Ruby Drive - from the centerline of Canyon Drive to a point 165 feet north of the centerline of Devonian Drive.

3. Raymond Drive - from a point 185 feet north of the centerline of Canyon Drive to a point 50 feet north of the centerline of Pleasant Drive.

4. Devonian Drive - from a point 230 feet west of the centerline of Spraberry Drive to the centerline of Spraberry Drive.

5. Canyon Drive - from the centerline of Spraberry Drive to a point 280 feet east of the centerline of Raymond Drive.

6. Pasadena Drive - from the centerline of Spraberry Drive to a point 230 feet west of the centerline of Spraberry Drive.

7. Howard Drive - from the centerline of Raymond Drive to a point 295 feet east of the centerline of Raymond Drive.

(O) Bush Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Whittle Way - from a point 175 feet north of the centerline of Preston Avenue to a point 200 feet south of the centerline of Preston Avenue.

(P) Bush Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Idlewilde Drive - from a point 90 feet north of the centerline of Rainbow Road to the centerline of Preston Drive.

2. Preston Drive - from a point 150 feet east of the centerline of Idlewilde Drive to a point 150 feet west of the centerline of Sunburst Drive.

3. Sunburst Drive - from a point 90 feet north of the centerline of Rainbow Road to a point 150 feet north of the centerline of Preston Drive.

(Q) Carver Center - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Wall Street - from a point 150 feet west of the centerline of Carver Street to a point 181 feet east of the centerline of Jesse Street.

2. Carver Street - from a point 175 feet north of the centerline of Texas Avenue to a point 160 feet south of the centerline of Wall Street.

3. Texas Avenue - from a point 150 feet west of the centerline of Carver

Street to the centerline of Carver Street.

4. Adams Street - from a point 150 feet south of the centerline of Wall Street to the centerline of Wall Street.

5. Jesse Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(R) Coleman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Golf Course Road - from a point 60 feet west of the centerline of Benton Street to a point 120 feet west of the centerline of Tilden Street.

2. Tilden Street - from a point 70 feet north of the centerline of Jax Street to the centerline of Golf Course Road.

(S) DeZavala Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Lamesa Road - from a point 300 feet north of the centerline of Louisiana Avenue to a point 250 feet south of the centerline of Louisiana Avenue.

2. Louisiana Avenue - from a point 200 feet west of the centerline of Lamesa Road to a point 150 feet east of the centerline of Lamesa Road.

3. Garden Lane - from a point 180 feet west of the centerline of Lee Street to a point 191 feet east of the centerline of Lee Street.

4. Walnut Lane - from a point 184 feet west of the centerline of Lee Street to a point 196 feet east of the centerline of Lee Street.

(T) DeZavala Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Orchard Lane - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

2. Lee Street - from a point 325 feet north of the centerline of Mesquite Street to a point 50 feet north of the centerline of South Street.

3. Mesquite Street - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

(U) Emerson Elementary School and Goddard Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Ward Street - from a point 250 feet south of the centerline of Haynes Drive to a point 135 feet north of the centerline of Emerson Place.

2. Moss Avenue - from a point 465 feet east of the centerline of Whitney Drive to the centerline of Ward Street.

3. Goddard Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

4. Emerson Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

5. Lanham Street - from a point 85 feet north of the centerline of Goddard Street to a point140 feet south of the centerline of Haynes Drive.

6. Haynes Drive - from a point 175 feet east of the centerline of Lanham Street to a point 150 feet west of the centerline of Ward Street.

(V) Fannin Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Neely Avenue - from a point 290 feet east of the centerline of Lanham Street to a point 300 feet west of the centerline of Lanham Street.

2. Garfield Street - from a point 466 feet south of the centerline of Cimmaron Drive to a point 135 feet north of the centerline of Dengar Avenue.

3. Ward Street - from a point 150 feet north of the centerline of Fannin Avenue to a point 160 feet south of the centerline of Fannin Avenue.

(W) Fannin Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Cimmaron Avenue - from a point 285 feet west of the centerline of Lanham Street to a point 250 feet east of the centerline of Mogford Street.

2. Frontier Avenue - from a point 295 feet west of the centerline of Lanham Street to the centerline of Lanham Street.

3. Fannin Avenue - from a point 255 feet west of the centerline of Lanham Street to a point 325 feet east of the centerline of Mogford Street.

4. Lanham Street - from a point 160 feet south of the centerline of Fannin Avenue to a point 180 feet north of the centerline of Cimmaron Avenue.

5. Mogford Street - from a point 155 feet south of the centerline of Fannin Avenue to a point 170 feet north of the centerline of Cimmaron Avenue.

(X) Fasken Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Holiday Hill Road - from a point 200 feet north of the centerline of Sherwood Drive to a point 200 feet south of Sherwood Drive.

(Y) Fasken Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Sherwood Drive - from a point 100 feet east of the centerline of Sandstone Drive to a point 100 feet west of the centerline of Val Verde Drive.

2. Sandstone Drive - from a point 100 feet north of the centerline of Sherwood Drive to a point 100 feet south of the centerline of Val Verde Drive.

3. Val Verde Drive - from the centerline of Sherwood Drive to the centerline of Sandstone Drive.

4. Becker Drive - from the centerline of Sandstone Drive to a point 100 feet south of the centerline of Sandstone Drive.

(Z) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Jax Avenue - from a point 190 feet west of the centerline of Fort Worth Street to the centerline of Terrell Street.

2. Parker Avenue - from a point 190 feet west of the centerline of Fort Worth Street to a point 155 feet east of the centerline of Terrell Street.

3. Fort Worth Street - from the centerline of Parker Avenue to a point 160 feet south of the centerline of Hamby Avenue.

4. Terrell Street - from the centerline of Parker Avenue to a point 100 feet north of the centerline of Jax Avenue.

5. Dallas Street - from the centerline of Parker Avenue to a point 180 feet south of the centerline of Parker Avenue.

(AA) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Lamesa Road - from a point 135 feet south of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road to a point 200 feet north of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road.

(AB) Goddard Junior High School - See "Emerson Elementary School and Goddard Junior High School."

(AC) Greathouse Elementary School 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Briarwood Avenue - from a point 540 feet east of the centerline of Mathis Street to a point 450 feet west of the centerline of Mathis Street.

(AD) Greathouse Elementary School 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Oriole Drive - from a point 220 feet north of the centerline of Woodhollow Drive to a point 198 feet south of the centerline of Woodhollow Drive.

(AE) Greathouse Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Mathis Street - from a point 515 feet north of the centerline of Briarwood Avenue to a point 100 feet north of the centerline of Greathouse Avenue.

2. Greathouse Avenue - from a point 180 feet south of the centerline of Mathis Street to a point 450 feet north of the centerline of Mathis Street.

3. Quicksand Drive - from the centerline of Mathis Street to a point 180 feet west of the centerline of Mathis Street.

4. Woodhollow Drive - from the centerline of Mathis Street to a point 390 feet east of the centerline of Mathis Street.

(AF) Henderson Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Bentwood Drive - from a point 265 feet north of the centerline of Graceland Drive to a point 138 feet south of the centerline of Joy Drive.

2. Wilshire Drive - from the centerline of Graceland Drive to a point 160 feet north of the centerline of Graceland Drive.

3. Erie Drive - from the centerline of Graceland Drive to a point 205 feet north of the centerline of Graceland Drive.

4. Eisenhower Drive - from a point 135 feet north of the centerline of Graceland Drive to a point 135 feet south of the centerline of Graceland Drive.

5. Graceland Drive - from a point 130 feet west of the centerline of Bentwood Drive to a point 135 feet east of the centerline of Eisenhower Drive.

(AG) Hillander Private School - 20 mph - 7:30 a.m. to 9:00 a.m. and 1:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 275 feet east of the centerline of "I" Street to a point 560 feet west of the centerline of "I" Street.

2. "I" Street - from a point 170 feet north of the centerline of Wadley Avenue to a point 215 feet south of the centerline of Wadley Avenue.

(AH) Jane Long Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Devonian Drive - from a point 180 feet north of the centerline of Tanner Drive to a point 200 feet south of the centerline of Cedar Spring Drive.

2. Leddy Drive - from the centerline of Cedar Spring Drive to a point 165 feet north of the centerline of Tanner Drive.

3. Tanner Drive - from a point 250 feet west of the centerline of Devonian Drive to a point 215 feet east of the centerline of Leddy Drive.

4. Beckley Drive - from the centerline of Cedar Spring Drive to a point 150 feet south of the centerline of Cedar Spring Drive.

5. Aberdeen Drive - from the centerline of Cedar Spring Drive to a point 250 feet south of the centerline of Cedar Spring Drive.

6. Mercedes Drive - from a point 240 feet west of the centerline of Devonian Drive to the centerline of Devonian Drive.

7. Avondale Drive - from the centerline of Leddy Drive to a point 85 feet east of the centerline of Leddy Drive.

8. Cedar Spring Drive - from a point 125 feet west of the centerline of Devonian Drive to a point 185 feet east of the centerline of Leddy Drive.

(AI) Lamar Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 330 feet east of the centerline of Crestview Road to a point 240 feet west of the centerline of Crestview Road.

(AJ) Lamar Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Kessler Avenue - from a point 120 feet east of the centerline of Midkiff Road to a point 220 feet east of the centerline of Crestview Road.

2. Peach Street - from a point 165 feet south of the centerline of Illinois Avenue to the centerline of Kessler Avenue.

3. Crestview Road - from a point 185 feet south of the centerline of Illinois Avenue to a point 170 feet south of the centerline of Kessler Avenue.

4. Barkley Street - from a point 180 feet east of the centerline of Crestview Road to the centerline of Crestview Road.

(AK) Legacy Freshman High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Scharbauer Drive - from a point 195 feet west of the centerline of Butternut Lane to a point 202 feet east of the centerline of Butternut Lane.

(AL) Legacy Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Oak Avenue - from a point 150 feet west of the centerline of Butternut Lane to a point 200 feet east of the centerline of Lincoln Street.

2. Lincoln Street - from a point 145 feet north of the centerline of Oak Avenue to a point 145 feet north of the centerline of Magnolia Avenue.

3. Maple Avenue - from a point 229 feet east of the centerline of Lincoln Street to the centerline of Lincoln Street.

4. Butternut Lane - from a point 150 feet north of the centerline of Oak Avenue to a point 50 feet north of the centerline of Magnolia Avenue.

(AM) Legacy High School - See "Rusk Elementary School and Legacy High School."

(AN) Midland Academy Charter School - 20 mph - 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

1. Baird Street - from a point 97 feet north of the centerline of Michigan Avenue to a point 145 feet south of the centerline of Tennessee Avenue.

2. Michigan Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

3. Tennessee Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

4. Weatherford Street - from a point 95 feet north of the centerline of Michigan Avenue to a point 165 feet south of the centerline of Tennessee Avenue.

(AO) Midland Christian School - 20 mph - 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

Neely Avenue - from a point 175 feet east of the centerline of Culver Drive to a point 225 feet west of the centerline of Culver Drive.

(AP) Midland Christian School - 20 mph - 7:30 a.m. to 4:30 p.m.

1. Culver Drive - from the centerline of Gulf Avenue to a point 385 feet north of the centerline of Gulf Avenue.

2. Gulf Avenue - from a point 190 feet east of the centerline of Culver Drive to the centerline of Culver Drive.

3. Northrup Drive - from a point 384 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.

4. Sinclair Avenue - from a point 158 feet east of the centerline of Culver Drive to the centerline at Northrup Drive.

(AQ) Midland Classical Academy School - 20 mph - 7:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 87 feet north of the centerline of Mockingbird Lane to a point 650 feet south of the centerline of Savoy Place.

(AR) Midland Freshman High School - 25 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Rankin Highway - from a point 265 feet north of the centerline of Hicks Avenue to a point 170 feet south of the centerline of Hicks Avenue.

(AS) Midland Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Main Street - from a point 180 feet north of the centerline of Hicks Avenue to a point 180 feet south of the centerline of Gist Avenue.

2. Baird Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

3. Weatherford Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

4. Hicks Avenue - from a point 200 feet west of the centerline of Main Street to a point 175 feet east of the centerline of Weatherford Street.

5. Montgomery Avenue - from the centerline of Main Street to a point 210 feet west of the centerline of Main Street.

6. Gist Avenue - from a point 200 feet west of the centerline of Main Street to a point 1040 feet east of the centerline of Main Street.

(AT) Midland High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Ohio Avenue - from a point 150 feet east of the centerline of San Angelo Street to the centerline of "A" Street.

2. "C" Street - from a point 130 feet south of the centerline of Illinois Avenue to the centerline of Illinois Avenue.

3. "D" Street - from a point 115 feet south of the centerline of Illinois Avenue to a point 45 feet north of the centerline of Ohio Avenue.

4. Illinois Avenue - from a point 267 feet west of the centerline of "E" Street to a point 185 feet east of the centerline of "A" Street.

5. "A" Street - from a point 85 feet south of the centerline of Tennessee Avenue to a point 280 feet south of the centerline of Illinois Avenue.

6. Tennessee Avenue - from a point 103 feet west of the centerline of "B"

Street to a point 60 feet east of the centerline of "A" Street.

(AU) Midland Montessori School - 20 mph - 7:30 a.m. to 4:30 p.m.

Austin Street - from a point 200 feet north of the centerline of Cuthbert Avenue to a point 80 feet south of the centerline of Bedford Avenue.

(AV) Pease Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Magnolia Avenue - from a point 280 feet west of the centerline of Benton Street to a point 295 feet east of the centerline of Peterson Street.

2. Hickory Avenue - from a point 340 feet west of the centerline of Benton Street to the centerline of Benton Street.

3. Scharbauer Drive - from a point 335 feet west of the centerline of Benton Street to a point 290 feet east of the centerline of Peterson Street.

4. Benton Street - from a point 215 feet north of the centerline of Scharbauer Drive to a point 290 feet east of the centerline of Peterson Street.

5. Peterson Street - from the centerline of Scharbauer Drive to a point 200 feet north of the centerline of Magnolia Avenue.

(AW) Quanah Parker Elementary School - 30 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Midland Drive - from a point 340 feet north of the centerline of St. Andrews Drive to a point 350 feet south of the centerline of St. Andrews Drive.

(AX) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Godfrey Drive - from a point 150 feet north of the centerline of St. Andrews Drive to a point 135 feet south of the centerline of St. Andrews Drive.

(AY) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. St. Andrews Drive - from a point 150 feet west of the centerline of Casady Court to a point 140 feet west of the centerline of Norwood Street.

2. Greenbriar Drive - from a point 150 feet south of the centerline of St. Andrews Drive to the centerline of St. Andrews Drive.

3. Merrill Drive - from a point 150 feet west of the centerline of Norwood Street to the centerline of Norwood Street.

4. Russell Drive - from a point 175 feet west of the centerline of Norwood

Street to the centerline of Norwood Street.

5. Norwood Street - from the centerline of St. Andrews Drive to a point 150 feet north of the centerline of Russell Drive.

(AZ) Rusk Elementary School and Legacy High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Neely Avenue - from a point 175 feet west of the centerline of McDonald Street to a point 250 feet east of the centerline of Tarleton Street.

2. McDonald Street - from a point 155 feet south of the centerline of Neely Avenue to a point 115 feet north of the centerline of Cimmaron Avenue.

3. Wedgewood Street - from a point 200 feet south of the centerline of Neely Avenue to the centerline of Cimmaron Avenue.

4. Cimmaron Avenue - from a point 205 feet west of the centerline of McDonald Street to a point 170 feet east of the centerline of Shandon Avenue.

5. Fannin Avenue - from the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

6. Shandon Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

7. Imperial Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

8. Godfrey Street - from a point 145 feet south of the centerline of Neely Avenue to a point 158 feet north of the centerline of Rebel Drive.

(BA) Rusk Elementary School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Dengar Avenue - from a point 250 feet east of the centerline of Tarleton Street to the centerline of Tarleton Street.

2. Fannin Avenue - from the centerline of Tarleton Street to a point 240 feet east of the centerline of Tarleton Street.

3. Cimmaron Avenue - from the centerline of Tarleton Street to a point 295 feet east of the centerline of Tarleton Street.

4. Tarleton Street - from a point 175 feet south of the centerline of Neely Avenue to a point 140 feet north of the centerline of Dengar Avenue.

(BB) St. Ann's School - 20 mph - 7:00 a.m. to 4:00 p.m.

1. Texas Avenue - from a point 195 feet west of the centerline of "N"

Street to a point 30 feet west of the centerline of "L" Street.

2. "N" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

3. "M" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

(BC) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:30 p.m.

1. Cuthbert Avenue - from a point 335 feet east of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue to a point 297 feet west of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue.

2. "N" Street - from the centerline of Louisiana Avenue to a point 175 feet north of Cuthbert Avenue.

(BD) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 5:30 p.m.

1. Louisiana Avenue - from a point 285 feet east of the centerline of Garfield Street to a point 40 feet east of the centerline of "L" Street.

2. "L" Street - from a point 238 feet south of the centerline of Louisiana Avenue to a point 150 feet north of the centerline of Louisiana Avenue.

3. "M" Street - from a point 250 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

4. Michigan Avenue - from a point 180 feet east of the centerline of North "N" Street to a point 180 feet west of the centerline of North "N" Street.

5. "N" Street - from a point 315 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

(BE) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Golf Course Road - from a point 208 feet east of the centerline of "N" Street to a point 185 feet west of the centerline of "N" Street.

2. Garfield Street - from a point 287 feet south of the centerline of Community Lane to a point 287 feet north of the centerline of Community Lane.

(BF) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Community Lane - from a point 160 feet east of the centerline of Garfield Street to a point 120 feet east of the centerline of "N" Street.

2. Douglas Avenue - from the centerline of "N" Street to a point 190 feet east of the centerline of "N" Street.

3. Hodges Street - from the centerline of Community Lane to a point 225 feet north of the centerline of Community Lane.

4. "N" Street - from a point 340 feet north of the centerline of Community Lane to a point 170 feet south of the centerline of Douglas Avenue.

(BG) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Bluebird Lane - from a point 215 feet east of the centerline of Whitman Street to a point 200 feet west of the centerline of Whitman Street.

(BH) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 760 feet north of the centerline of Bluebird Lane to a point 920 feet south of the centerline of Mockingbird Lane.

(BI) Scharbauer Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Crowley Boulevard - from a point 250 feet south of the centerline of Hereford Boulevard to a point 575 feet north of the centerline of Hereford Boulevard.

2. Hereford Boulevard - from a point 250 feet south of the centerline of Homestead Boulevard to a point 136 feet north of the centerline of Crowley Boulevard.

3. Homestead Boulevard - from the centerline of Hereford Boulevard to a point 425 feet west of the centerline of Hereford Boulevard.

(BJ) South Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Big Spring Street - from a point 220 feet north of the centerline of Dakota Street to a point 165 feet south of the centerline of Dakota Street.

(BK) South Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Dakota Avenue - from a point 155 feet west of the centerline of Colorado Street to a point 240 feet east of the centerline of Main Street.

2. New Jersey Avenue - from a point 205 feet west of the centerline of Colorado Street to a point 235 feet east of the centerline of Main Street.

3. Colorado Street - from a point 145 feet south of the centerline of New Jersey Avenue to a point 230 feet north of the centerline of Dakota Avenue.

4. Loraine Street from a point 230 feet south of the centerline of New

Jersey Avenue to the centerline of New Jersey Avenue.

5. Loraine Street - from the centerline of Dakota Avenue to a point 175 feet north of the centerline of Dakota Avenue.

6. Main Street - from a point 120 feet south of the centerline of New Jersey Avenue to a point 200 feet north of the centerline of Dakota Avenue.

(BL) Travis Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Gist Avenue - from a point 190 feet west of the centerline of Marshall Street to a point 170 feet east of the centerline of Atlanta Street.

2. Marshall Street - from the centerline of Gist Avenue to a point 205 feet north of the centerline of Gist Avenue.

3. Jefferson Street - from the centerline of Gist Avenue to a point 215 feet north of the centerline of Gist Avenue.

4. Atlanta Street - from the centerline of Gist Avenue to a point 190 feet north of the centerline of Gist Avenue.

(BM) Trinity Private School - 25 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

Wadley Avenue - from a point 150 feet west of the centerline of Godfrey Street to the centerline of Tarleton Street.

(BN) Trinity Private School - 20 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

1. Godfrey Street - from a point 150 feet south of the centerline of Wadley Avenue to a point 265 feet south of the centerline of Trinity Drive.

2. Jordan Avenue - from a point 150 feet south of the centerline of Wadley Avenue to the centerline of Wadley Avenue.

(BO) Young Women's Leadership Academy - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Wall Street - from a point 67 feet west of the centerline of Jackson Street to the centerline of Calhoun Street.

2. Tilden Street - from a point 155 feet north of the centerline of Wall Street to a point 100 feet north of the centerline of Indiana Avenue.

3. Donald Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

4. Lincoln Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

5. Jackson Street - from a point 100 feet north of centerline of Wall Street to the centerline of Wall Street.

6. Indiana Avenue - from a point 225 feet west of the centerline of Tilden Street to a point 210 feet east of the centerline of Tilden Street.

(BP) West Education Center - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Missouri Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 255 feet east of the centerline of "N" Street.

2. Indiana Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 155 feet east of the centerline of "N" Street.

3. "N" Street - from a point 200 feet north of the centerline of Missouri Avenue to a point 215 feet south of the centerline of Indiana Avenue.

4. "O" Street - from a point 165 feet north of the centerline of Missouri Avenue to the centerline of Missouri Avenue.

(BQ) Yarbrough Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shea Lane - from a point 340 feet east of the centerline of Hall of Fame Boulevard to a point 90 feet north of the centerline of Legends Boulevard.

2. Legends Boulevard - from the centerline of Shea Lane to a point 170 feet east of the centerline of Wagner Drive.

3. Wagner Street / Drive from a point 100 feet north of the centerline of Legends Boulevard to a point 100 feet south of the centerline of Riverfront Drive.

4. Riverfront Drive - from a point 215 feet west of the centerline of Coliseum Court to the centerline of Wagner Drive.

(BR) Yarbrough Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Avalon Drive - from a point 200 feet north of the centerline of Hall of Fame Boulevard to a point 200 feet south of the centerline of Hall of Fame Boulevard.

SECTION TWO. The Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. That Ordinance No. 10345 is hereby expressly repealed; and the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. That the repeal of the ordinances or parts of ordinances effectuated by the enactment of this ordinance shall not be construed as abating any actions now pending under or by virtue of such ordinances or as discontinuing, abating, modifying, or altering any penalty accruing or as affecting the liability of any person, firm or corporation or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION FIVE. 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 SIX. 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 hundred dollars ($200.00).

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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 29

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1B, BLOCK 33, NORTHGATE ADDITION, SECTION 24, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD 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 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Allen Perez, is requesting a zone change from PD, Planned Development for a Shopping Center to PD, Planned Development for a Shopping Center to amend the adopted site plan for a gasoline service station.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for a Shopping Center (Ordinance 7270).

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Shopping Center, and is the location of retail stores and a gasoline service station. The property to the east is zoned PD, Planned District for a Housing Project, and the location of single-family residences. The property to the south and west is zoned PD, Planned District for a Shopping Center, and the location of a Walmart store.

Discussion:

The applicant, Allen Perez, is requesting to amend PD, Planned Development for a Shopping Center to update the site plan to reflect the improvements to the site not shown on the current exhibit. The amended elevations and site plan details the construction of a 1,400± square foot retail service store, replacing the original 122 ± square foot store; the construction of a new 7,450± square foot fuel pump canopy, replacing the original 2,688± square foot canopy; and the addition of four fuel pump islands bringing the total to eight.

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 objection.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

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 Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No construction is

allowed on top of P&A wells.

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:

The request complies with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. The land use map indicates that this area shall be used for CC, Community Commercial developments. These areas are designed to be utilized by major community and regional commercial developments that are both large in scale and have high traffic impact.

This request was recommended for approval at the March 20, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this request subject to conditions A through C.

Conditions:

A. **That the Property shall significantly conform to the site plan and elevation drawings which are attached hereto, respectively, as Exhibits "A" and "B" and incorporated herein for all purposes; provided, however, that the signage shown in Exhibit "B" is illustrative only, and all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.**

B. **That to the extent that Exhibit "A" requires six parking spaces to be located on Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas (the "Adjacent Lot"), the owner of the Property shall ensure that such parking spaces are provided on said Adjacent Lot.**

C. **That all outdoor light fixtures shall be designed to avoid direct light from shining beyond the boundaries of the Property.**

Letters of Objection:

As of March 29, 2023, Staff has received no letters of objection to the request.

Attachments:

Application
Site Plan (Exhibit A)
Building Elevations (Exhibit B)
Maps
Ordinance 7270
Ordinance 7844

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1B, BLOCK 33, NORTHGATE ADDITION, SECTION 24, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the required notices by 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 1B, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall be restricted, except as provided by Section Three of this Ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan and elevation drawings which are attached hereto, respectively, as Exhibits "A" and "B" and incorporated herein for all purposes; provided, however, that the signage shown in Exhibit "B" is illustrative only, and all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

B. That to the extent that Exhibit "A" requires six parking spaces to be located on Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas (the "Adjacent Lot"), the owner of the Property shall, in this ordinance, obtain a remote parking agreement as contained in the City Code for the City of Midland, Texas, or shall provide, such that such parking spaces are provided on said Adjacent Lot.

C. That all outdoor light fixtures shall be designed to avoid direct light from shining beyond the boundaries of the Property.

SECTION FOUR. That the definitions given in the Zoning Regulations contained in the City Code for the City of Midland, Texas, shall be applicable to, and those terms as used herein shall have the meanings ascribed to them in, this ordinance.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

Midland hereby declares that it would have passed this ordinance and each covered herein; provided, however, that all prior ordinances or parts of ordinances

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more inconsistent with or in conflict with any of the provisions of this ordinance are hereby

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or expressly repealed to the extent of any such inconsistency or conflict.

SECTION SEVEN. The penalty for violation of this ordinance shall be in

accordance with the general penalty provisions contained in Section 1-3-1 of the City Code

of Midland, Texas, which provides for a fine not exceeding two thousand dollars

($2,000.00).

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

The above and foregoing ordinance was duly proposed, read in full and adopted on the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

Exhibit "A"

Site Plan

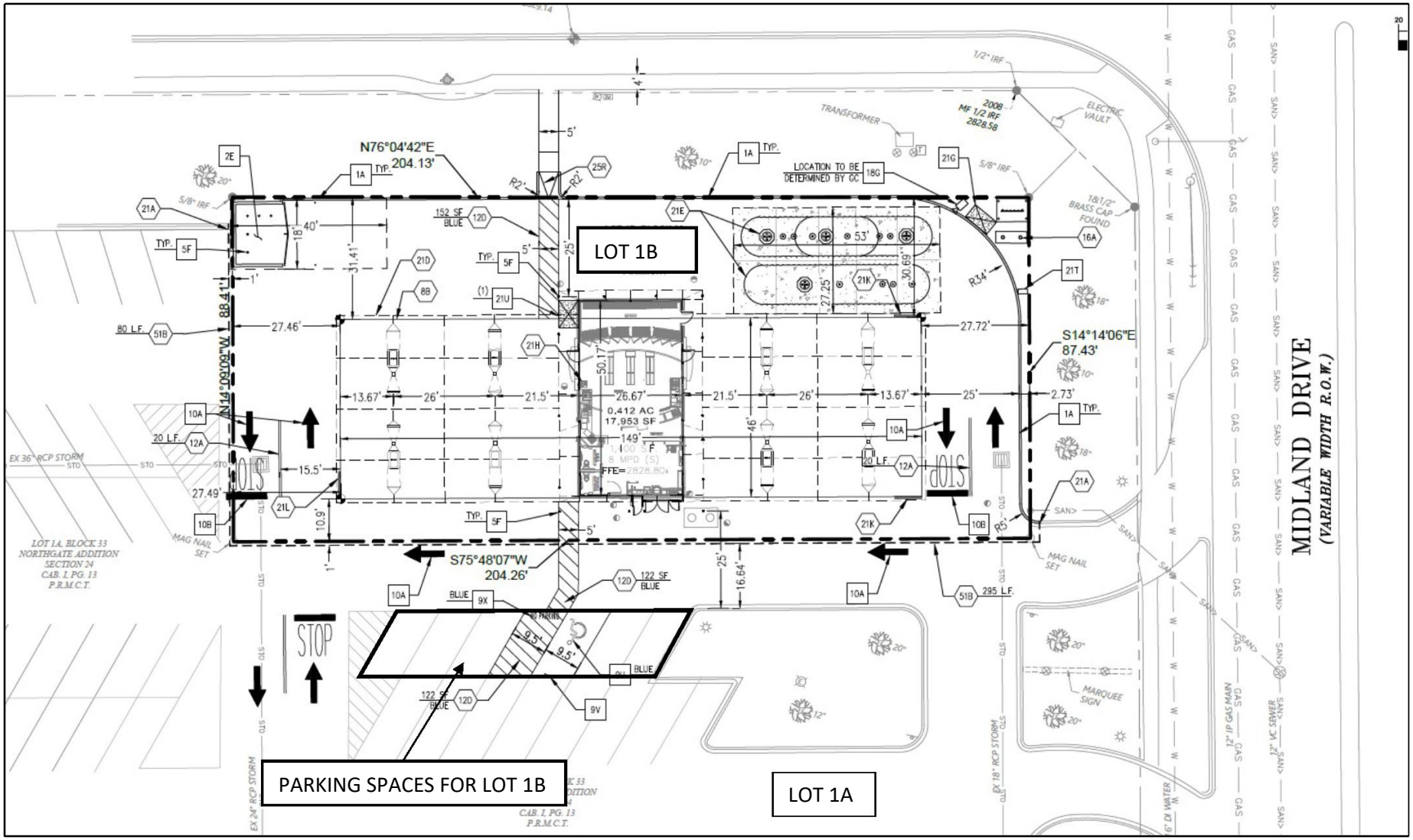


EXHIBIT B

1 ELEVATION - FRONT (FACING NORTH)

2 ELEVATION - RIGHT (FACING WEST)

3 ELEVATION - REAR (FACING SOUTH)

4 ELEVATION - LEFT (FACING EAST)

5 TRASH ENCLOSURE

6 PYLON SIGN

BUILDING & CANOPY SIGNS :	QTY	HEIGHT	WIDTH	AREA S.F.	TOTAL S.F.
MURPHY USA CANOPY LOGO SIGN	2	GRAPHIC AREA		24.7 6	49.5 2
SMALL CANOPY PRICE SIGN (UNL)	1	34.13	74.00	17.5 4	17.5 4
		BUILDING & CANOPY SIGNS TOTAL SIGNAGE :			67.06 S.F.
PYLON SIGN:					
WHITE ADED W/LOGO	1	105.0 0	141.0 0	102.8 1	102.8 1
DIESE	1	43.13	85.00	25.4 6	25.4 6
EXPANSION FREE AVAILABLE	1	28.00	85.00	16.5 3	16.5 3
		PYLON SIGNS TOTAL SIGNAGE :			144.80 S.F.
		TOTAL SIGN AREA :			211.86 S.F.

Please Note: Signs are for illustrative purposes only and not part of the PD. They will be reviewed separately for compliance with the City's Sign Ordinance.

MIDLAND, TX (4517-B MIDLAND DRIVE) NOVEMBER 08, 2022 #608

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-23-0322

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Allen Perez		Phone (214) 705 3175 Email aperez@jmcivileng.com	
Address 1101 Central Expressway S #215	City Allen	State TX	Zip 75013

Property Owner Printed Name: Terry Rigdon - Murphy Oil USA		Phone (214) 705 3175 Email 214 705 3175	
Address 200 E Peach St	City El Dorado	State AR	Zip 71730

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Allen Perez		Phone (214) 705 3175 Email aperez@jmcivileng.com	
Address 1101 Central Expressway S #215	City Allen	State TX	Zip 75013

Street Address: 4517-B Midland Dr. Midland, TX 79707

Legal Description
Lot: 1B Block: 33 Subdivision: NORTHGATE ADDITION

Current Zoning: PD-7844 & PD-7270 / Underlying Zoning RR – Regional Retail	**Proposed Zone:** no change *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Per city staff - PD Amendment required to rebuild on lot

Present Use of Property: Murphy USA fueling station

Proposed Use of Property: Murphy USA fueling station

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Allen Perez	Date02/07/2023
Applicant (printed): Allen Perez	
Property Owner (signature): T. W. Rigdon	Date: 02/07/2023
Property Owner (printed) : Terry W Rigdon	

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 Terry Rigdon who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Murphy Oil USA, 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.

T. W. Rigdon
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of February, 2023, to certify which witness my hand and seal of office.

JERRI GREER
UNION COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires August 22, 2026
Commission No. 12698642

Jerri Greer
NOTARY PUBLIC, ~~MIDLAND~~ Union COUNTY, ~~TEXAS~~ AR

FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check # 2782
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)
- Received By: KM
- Date:

RECEIVED
FEB 15 2023
BY: .....

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

JM Civil Engineering
101 Central Expressway South, Suite 220
Allen, TX 75013

Date 02/14/23

To:	From:	Allen Perez
Midland Development Services 300 N Loraine Midland, TX 79701 eshaughnessy@midlandtexas.gov (432) 685-7902	RE:	Murphy USA PD Submittal
	Project Number:	

Sent Via:

- ☐ Fax — Fax Number
- ☐ US Mail
- ☑ Overnight
- ☐ Electronic — Number of Pages
- ☐ For Your Use
- ☐ As Requested
- ☑ For Approval
- ☐ For Comment
- ☐ For Revision
- ☑ High Priority

Quantity	Description
1	Completed Application
1	Check for $550.00
1	Full Sized Dimensioned Site plan
1	PDF on disc

Comments

To City of Midland Development Team,

Enclosed is the PD submittal for the Murphy USA fueling station raze and rebuild. During the PreApplication meeting with staff it was indicated a PD Amendment would be required to build/rebuild on this lot.

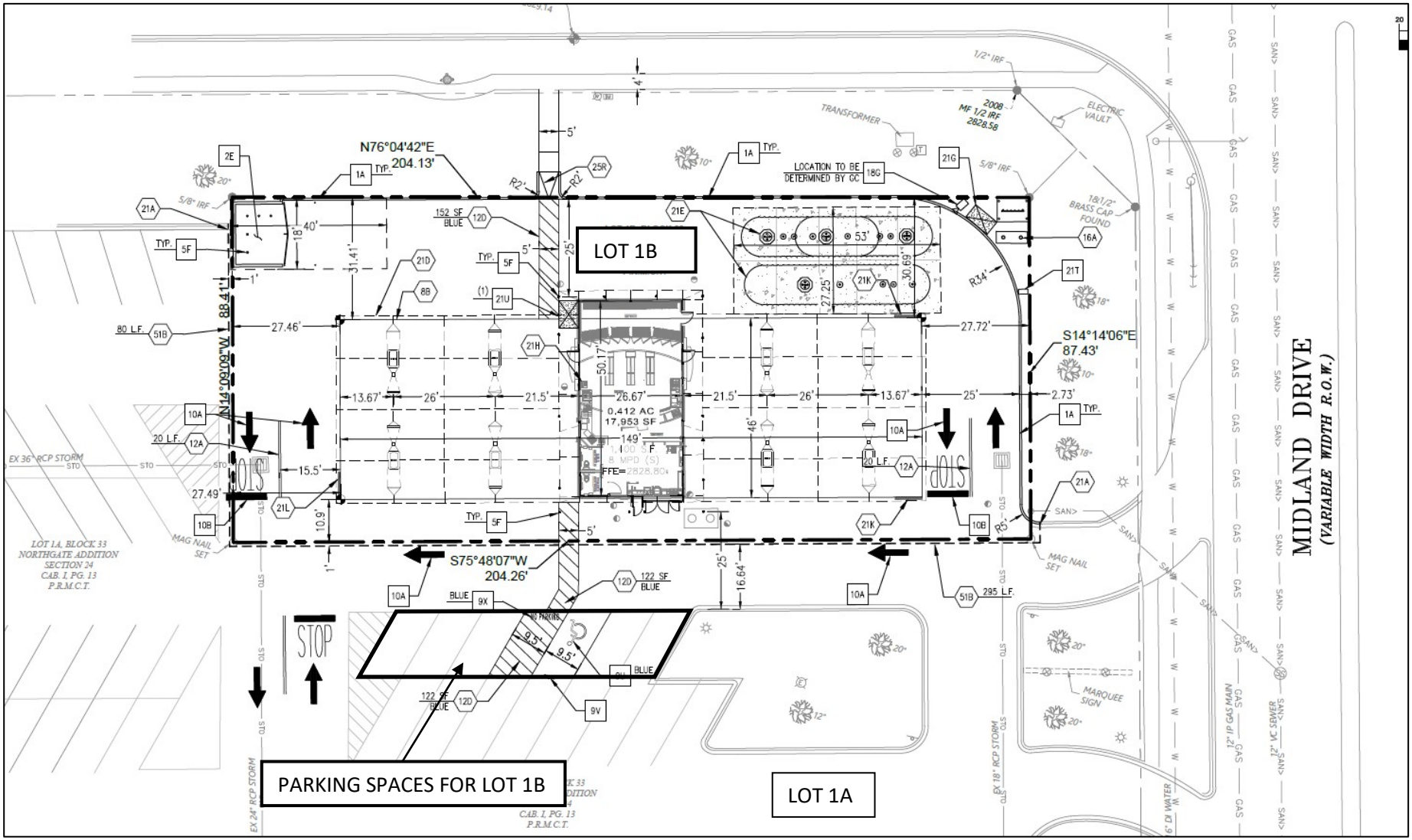
Sincerely,

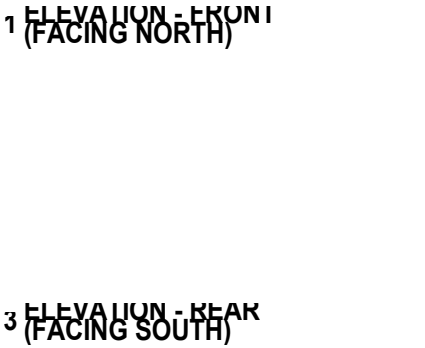
Allen Perez

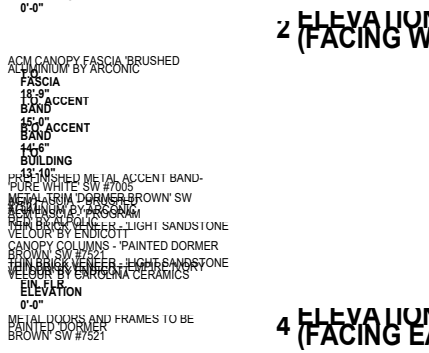
Allen Perez
Director of Development Services
JM Civil Engineering
1101Central Expressway South, Suite 215
Allen, TX 75013
P: 214-705-3175 C: 504-908-7217 aperez@jmcivileng.com

Exhibit "A"

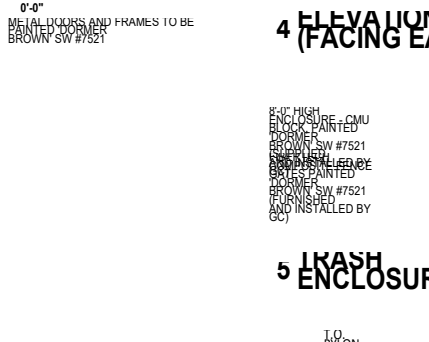
Site Plan







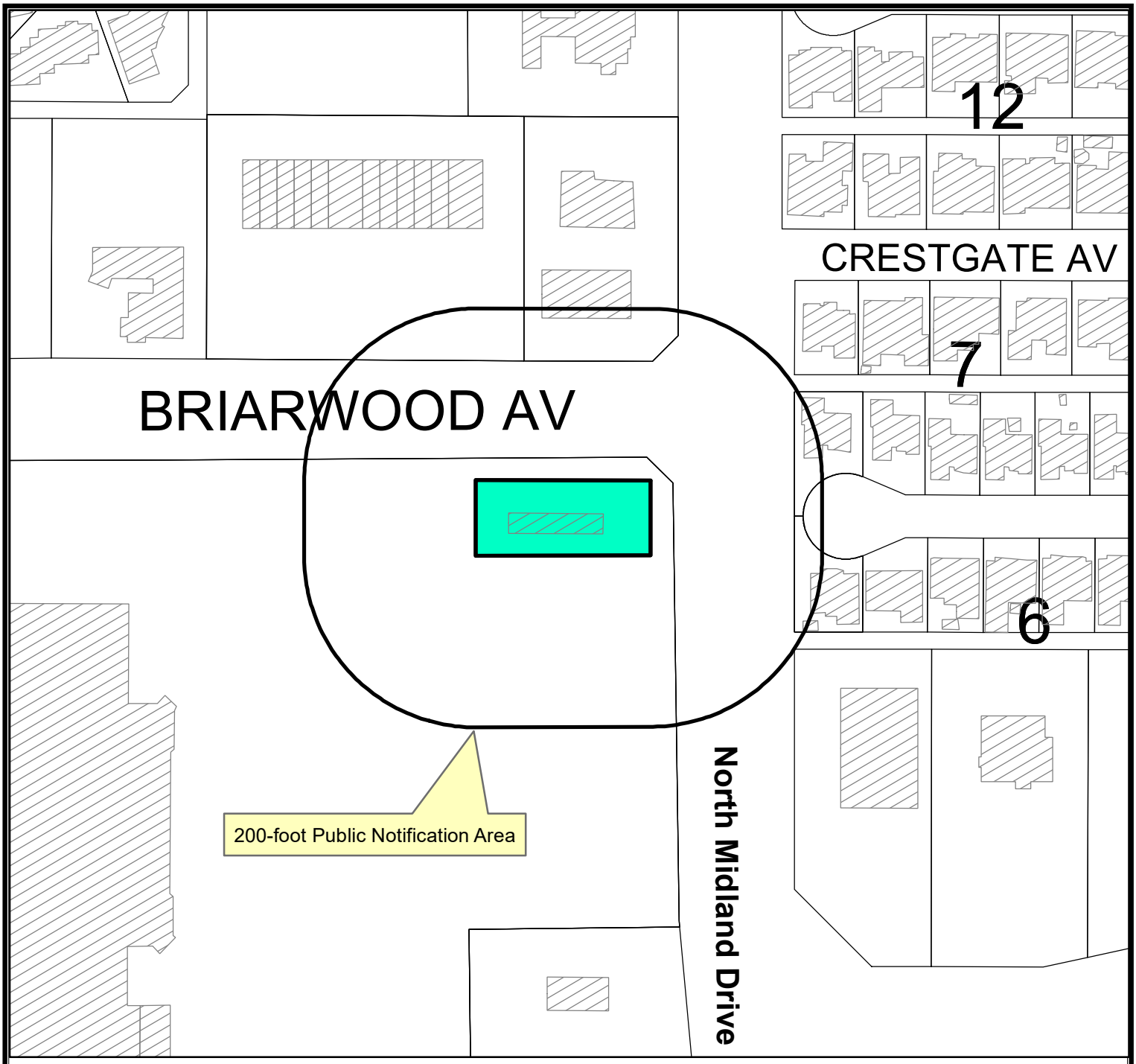






BUILDING & CANOPY SIGNS :	QTY	HEIGHT	WIDTH	AREA S.F.	TOTAL S.F.
MURPHY USA CANOPY LOGO SIGN	2	1' GRAPHIC AREA	6	24.7	49.5
SMALL CANOPY PRICE SIGN (UNL)	1	34.13	74.00	17.5	17.5
			BUILDING & CANOPY SIGNS TOTAL SIGNAGE :		67.06 S.F.
PYLON SIGN:					
MW FACED W/LOGO	1	105.0 0	141.0 0	102.8 1	102.8 1
DIESE L	1	43.13	85.00	25.4 6	25.4 6
EVANGEL FREE AVAILABLE	1	28.06		36.6 3	36.6 3
			PYLON SIGNS TOTAL SIGNAGE :		144.80 S.F.
				TOTAL SIGN AREA :	211.86 S.F.

MIDLAND, TX (4517-B MIDLAND DRIVE) MMR NOVEMBER 08, 2022 #608



LOCATION MAP

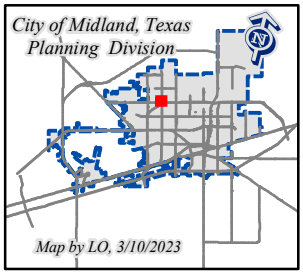
Z-23-0322 **Scale: 1" = 2,235'**

Consider a request by Allen Perez for a zone change from PD, Planned Development District for a Shopping Center to an Amended PD, Planned Development District for a Shopping Center, on Lot 1B, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas.

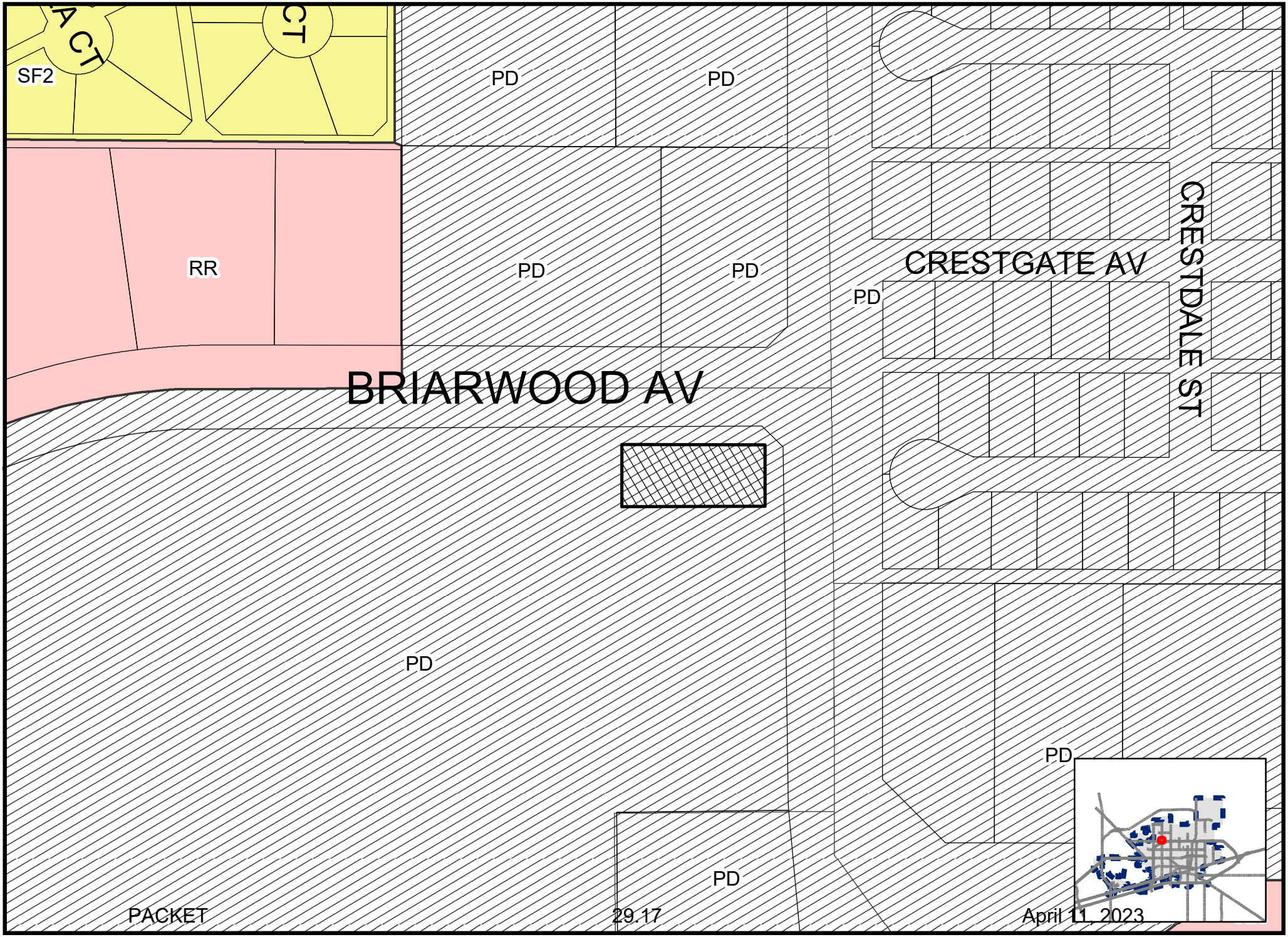
Generally located approximately 20-feet from the southwest corner of the intersection of Briarwood Avenue and North Midland Drive. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 3/10/2023

Z-23-0322

Scale: 1" = 2,058'

ZONING MAP

©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

pr

ORDINANCE NO. 7270

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "LR-1" AND "LR-2", LOCAL RETAIL DISTRICTS, AND "PLANNED DISTRICT" FOR A SHOPPING CENTER, TO BE USED AS A "PLANNED DISTRICT" FOR A SHOPPING CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE ORDINANCES, SITE PLAN AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE AND EXPRESSLY REPEALING ORDINANCE NO. 6417; 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 and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, 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 the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned "LR-1" and "LR-2", Local Retail Districts, and "Planned District" for a Shopping Center, and it shall be used as a "Planned District" for a Shopping Center, subject to the special conditions and restrictions hereinafter set out:

Said property is described as follows:

A 28.654 acre tract of land in the southeast part of Section 6, Block 39, H. P. Hilliard Survey, and the northeast part of Section 18, Block 39, T-1-S, T&P Ry. Co. Survey, Midland County, Texas, and being more fully described by metes and bounds as follows:

Beginning at a 1/2" iron rod found at a cutback corner in the west boundary line of Midland Drive in the southeast part of said Section 6, for the most easterly NE corner of Lot 1, Block 1, Briarwood Addition, Section 1, an addition to the City of Midland, Texas, plat of which is recorded in Cabinet D, Page 299, Midland County Plat Records for the most easterly NE corner of this tract, from which point the SE corner of said Section 6 bears N. 74° 55' 47" E., 62.35 feet and S. 15° 04' 13" E., 605 feet;

Thence S. 15° 17' 34" E., along the west boundary line of Midland Drive and east boundary line of Lot 1, 510 feet to a 1/2" iron rod found for a cutback corner for the most easterly SE corner of said Lot 1 and an interior corner of this tract;

Thence S. 19° 50' 05" E., at 95.33 feet pass the south boundary line of Section 6 and north boundary line of Section 18, continuing 205.72 feet in all to a 20d nail and tin tag found for an exterior easterly corner of Lot 6, Block 33, Northgate Addition, Section 10, an addition to the City of Midland, Texas, plat of which is recorded in Cabinet F, Page 4, Midland County Plat Records, for an exterior corner of this tract;

Thence S. 15° 13' 13" E., along the east boundary line of said Lot 6, 33.23 feet to a Texas Highway Department monument found in the north boundary line of State Loop Highway 250 for an exterior corner of said Lot 6 and this tract;

Thence S. 08° 56' E., along the east boundary of Lot 6 and north boundary line of State Loop Highway 250, 79.9 feet to a Texas Highway Department monument found for the SE corner of Lot 6 and this tract;

Thence N. 89° 31' 31" W., along the south boundary line of Lot 6, 276.65 feet to a point for the SW corner of Lot 6, NW corner of Lot 5, and an interior corner of this tract;

Thence S. 15° 12' 27" E., along the west boundary line of Lot 5, 107.09 feet to a 1/2" iron rod found for the SW corner of Lot 5 and an interior corner of this tract;

Thence S. 60° 08' 32" E., along the south boundary line of Lot 5, 127.72 feet to a 1/2" iron rod found in the north boundary line of State Loop Highway 250 for the SE corner of Lot 5 and an exterior corner of this tract;

Thence S. 39° 55' 33" W., along the north boundary line of State Loop Highway 250, at 227.56 feet pass the SW corner of Northgate Addition, Section 10, said point being the south boundary line of Lot 2, Block 33, Northgate Addition, Section 5, an addition to the City of Midland, Texas, plat of which is recorded in Cabinet C, Page 54, Midland County Plat Records, at 364.31 feet pass the SW corner of said Lot 2, continuing 628.61 feet in all to a point in the east boundary line of Northcrest Drive for the most southerly corner of Lot 1, Block 33, Northgate Addition, Section 5, and this tract;

Thence N. 50° 04' 27" W., along the east boundary line of Northcrest Drive and a south boundary line of said Lot 1, 97.11 feet to a point of curvature for a southerly corner of Lot 1 and this tract;

Thence northwesterly with a curve to the left, along the easterly boundary line of Northcrest Drive, Delta Angle = 54° 59' 46", Radius = 130 feet, Chord Bearing = N. 77° 34' 20" W., Chord Distance = 120.05, a distance on curve of 124.78 feet to a point of tangency in the southerly boundary line of Lot 1, for a southerly corner of this tract;

Thence S. 74° 55' 47" W., along the north boundary line of Northcrest Drive and south boundary line of Lot 1, 190 feet to a point of curvature for the most southerly SW corner of Lot 1 and this tract;

Thence northwesterly with a curve to the right along the north boundary line of Northcrest Drive, Delta Angle = 90°, Radius = 70 feet, Chord Bearing = N. 60° 04' 13" W., Chord Distance = 98.99 feet, a distance on curve of 109.96 feet to a point of tangency for the most westerly SW corner of lot 1 and this tract;

Thence N. 15° 04' 13" W., along the east boundary line of Northcrest Drive, at 435 feet pass the NW corner of Lot 1 in the south boundary line of Northgate Avenue, at 530 feet pass a 1/2" iron rod found in the north boundary line of Northgate Avenue for the SW corner of said Lot 1, Block 1, Briarwood Addition, Section 1, continuing in all 974.23 feet to a point of curvature for a westerly corner of said Lot 1 and this tract;

Thence northwesterly with a curve to the left along the east boundary line of Northcrest Drive and west boundary line of Lot 1, Delta Angle = 11° 08' 02", Radius = 465.06 feet, Chord Bearing = N. 20° 38' 14" W., Chord Distance = 90.23 feet, a distance on curve of 90.37 feet to a 1/1" iron rod found in the curved south boundary line of Briarwood Avenue for the NW corner of Lot 1 and this tract;

Thence northeasterly with a curve to the right along the south boundary line of Briarwood Avenue and north boundary line of Lot 1, Delta Angle = 22° 57' 58", Radius = 832.17 feet, Chord Bearing = N. 63° 26' 48" E., Chord Distance = 331.33 feet, a distance on curve of 333.56 feet to a point of tangency for a north corner of Lot 1 and this tract;

Thence N. 74° 55' 47" E., along the south boundary line of Briarwood Avenue and north boundary line of Lot 1, 780.23 feet to a 1/2" iron rod found at a cutback corner for the most northerly NE corner of Lot 1 and this tract;

Thence S. 60° 10' 53" E., along said cutback, 42.51 feet to the place of beginning and containing 1,248,177.78 square feet of land (28.654 acres).

SECTION TWO. That the property described in Section One hereof shall be subject to the following special conditions and restrictions:

1. That the use and development of this property including the proposed Garden Center as indicated on the site plan, attached hereto as Exhibit "A" and made a part hereof for all legal purposes, shall conform to the regulations of the "LR-2", Local Retail District, as they may be amended from time to time, except as stated otherwise below.

2. That, if Lot 1 as indicated on Exhibit "A" is developed for retail use, development shall conform to Exhibit "A" in all respects, except for the following conditions:

a. All driveway locations except for the indicated **TRUCK ACCESS ONLY** driveway, located near the northwest corner of this site, shall be considered only as illustrative relative to location, directions of movements, and number.

b. The indicated parking plan is for illustrative purposes only. The actual design and number of spaces shall

comply with the parking regulations of the Zoning Code.

3. That the Building Limits Line on Exhibit "A", Lot 1, depicts the maximum area within which buildings may be located on Lot 1.

4. That a portion of the facility may be used for a tire, battery and accessory facility in accordance with Midland City Code § 11-1-10-(a)(34), provided; however, that such facility be located at the southwest portion of the main retail building as shown on Exhibit "A" as "T.B.O.".

5. That the location of the Garden Center and Truck Area shall be at the southeast and west sides, respectively, of the main retail building within the general locations shown on Exhibit "A".

6. That the indicated screening walls along the west side of this tract shall be constructed to conform to Exhibit "A". The fence shall be a minimum of 6 feet in height, and shall be constructed of "Brickcrete" manufactured by American Technocrete Corporation, or equivalent, a modular concrete brick structure having the general appearance of a clay fired brick. Concrete masonry units (cinder block) shall not be used;

7. That landscaping shall be installed to conform to Exhibit "A". A tree shall be planted at each location depicted thereon and each shall have a minimum caliper of three inches at the time of planting. The maximum spacing measured from tree trunk to tree trunk between those trees located within 10 feet of Northcrest Drive shall be 40 feet. All areas not occupied by paving or buildings shall be planted in turf grass. An automatic sprinkler system shall be installed in all landscaped areas. Said landscaping shall be maintained in a healthy growing condition. The indicated dimensions between trees and tree groups shall be treated as maximum dimensions.

8. The outdoor lighting of this tract shall conform in all respects to the photometric plan attached hereto as Exhibit "B" and made a part hereof for all legal purposes. Any light fixtures installed on building walls within the Truck Area shall be designed and/or shielded so as to prevent light emanating directly from the light source of the fixtures from being visible anywhere beyond the west right of way of Northcrest Drive.

9. No development shall occur and no building permit shall be issued on Lot 2 shown on Exhibit "A" until a site plan has been reviewed and approved in the same manner as required for a zone change.

10. No development shall occur until the proposed lots shown on the site plan have been replatted according to the Midland Subdivision Code, to conform to the site plan;

11. That the west wall of the main building on Lot 1 shall be a minimum of 150 feet from the east line of Northcrest Drive.

12. That no advertising or business signs shall be located on the west wall of the main building as shown on Exhibit "A". Additionally, no advertising or business sign may be located on Lot 1 within 150 feet of the east line of Northcrest Drive.

SECTION THREE. 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 FOUR. 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, and Ordinance No. 6417 is expressly repealed.

SECTION FIVE. 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 SIX. 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 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 24th day of August, A.D., 1993; and passed to second reading on motion of Council member Schneider, seconded by Council member Sipes, by the following vote:

Council members voting "AYE":	Schneider, Sipes, Faircloth, Egan and Brooks
Council members "ABSTAINING":	Morrow
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 Cuevas, seconded by Council member Sipes, on the 14th day of September, A.D., 1993, at a regular meeting of the City Council:

Council members voting "AYE":	Cuevas, Sipes, Schneider, Faircloth, Egan and Brooks
Council members "ABSTAINING":	Morrow
Council members voting "NAY":	None

PASSED AND APPROVED THIS 14th day of September, A.D., 1993.

J. D. Faircloth

J. D. Faircloth, Mayor

ATTEST:

B. C. Clanton

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

Keith Stretcher

Keith Stretcher, City Attorney

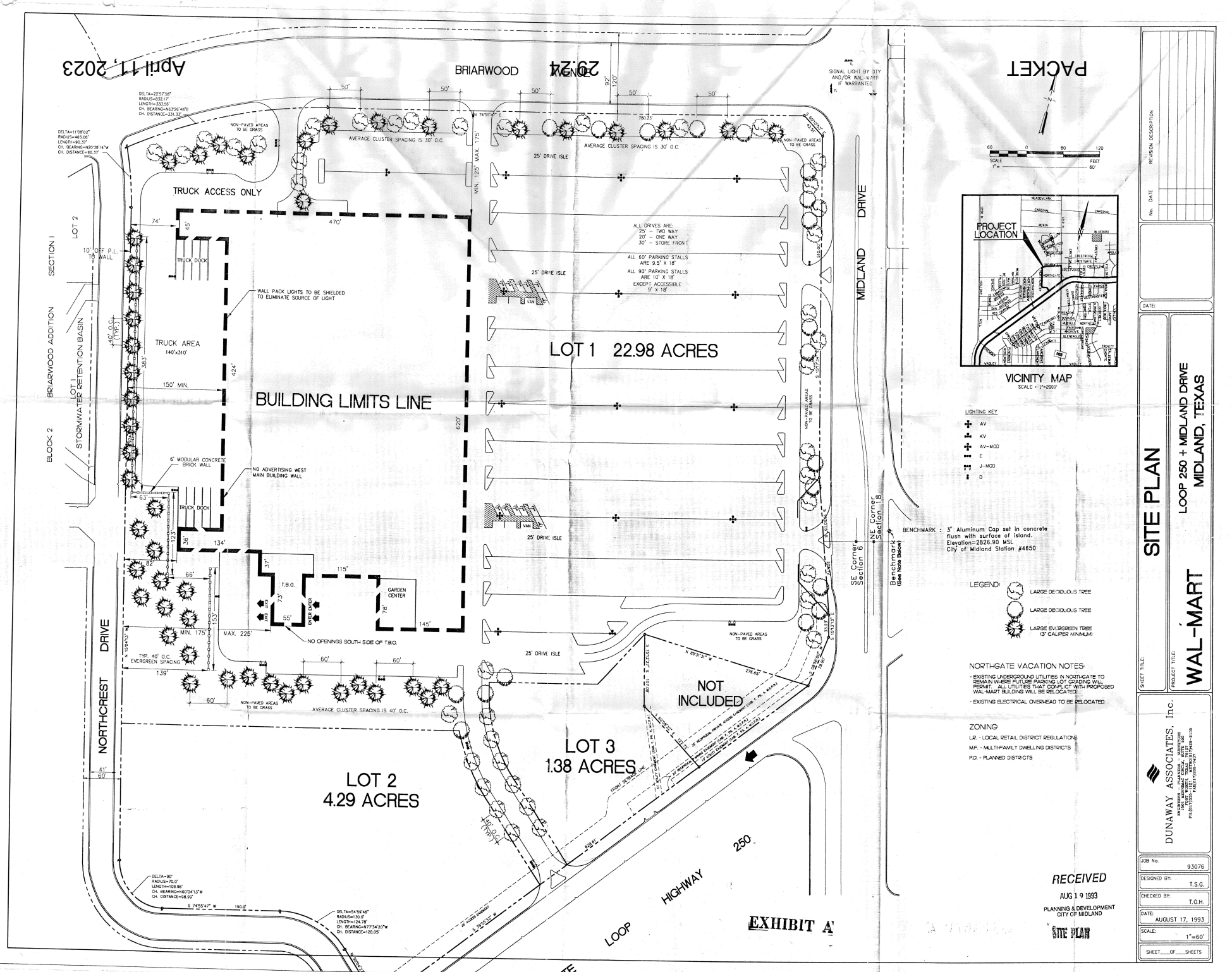
ORD\DunawayAssoc.PD

Ord 7270

April 11, 2023

29:24

PACKET



No. DATE REVISION DESCRIPTION

DATE:

SHEET TITLE: SITE PLAN

PROJECT TITLE: WAL-MART

LOOP 250 + MIDLAND DRIVE
MIDLAND, TEXAS

DUNAWAY ASSOCIATES, Inc.
ENGINEERS - PLANNERS - SURVEYORS
1901 N. BIG SPRING STREET, SUITE 100
MIDLAND, TEXAS 79705
PH. 915/683-3772 FAX 915/683-7439

JOB No. 93076
DESIGNED BY: T.S.G.
CHECKED BY: T.O.H.
DATE: AUGUST 17, 1993
SCALE: 1"=60'
SHEET ___ OF ___ SHEETS

ord7270

ORDINANCE NO. 7844

AN ORDINANCE ADOPTING AN AMENDED SITE PLAN SUBJECT TO THE FOLLOWING CONDITIONS; 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, by Ordinance No. 7270, adopted September 14, 1993, the City Council granted a "Planned District" for a Shopping Center and adopted a site plan; 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 adopt an amended site plan pursuant to Ordinance No. 7270 subject to special conditions;

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

SECTION ONE. That the amended site plan attached hereto as Exhibit "A" and "B" are hereby adopted as required by Ordinance No. 7270, which created a "Planned District" for a Shopping Center and is made a part hereof for all legal purposes and subject to the following special conditions:

A. That development of this property shall conform to the conditions shown on Exhibits "A" and "B" in all respects, except as otherwise stated below.

B. That all outdoor light fixtures shall be designed so as to avoid direct light from shining beyond the boundaries of this lot.

C. That all business signs shall conform to the regulations set forth in Section 11-7 of the City Code.

D. That a minimum of seven additional live oak trees shall be planted along the north property line, adjacent to

Briarwood Avenue, with a minimum caliper of two inches at the time of planting. The minimum spacing between trees shall be 30 feet. Said landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

SECTION TWO. 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 including any inconsistency or conflict contained in Ordinance No. 7270.

SECTION THREE. 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 FOUR. 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 FIVE. 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 27th day of April, A.D., 1999; and passed to second reading on motion of Council member Brooks, seconded by Council member Cuevas, by the following vote:

Council members voting "AYE": Brooks, Cuevas, Wood, Brown, Burns and Simpson

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 Cuevas, seconded by Council member Brooks, on the 11th day of May, A.D., 1999, at a regular meeting of the City Council:

Council members voting "AYE": Cuevas, Brooks, Wood, Brown, Burns and Simpson

Council members voting "NAY": Washburn

PASSED AND APPROVED THIS 11th day of May, A.D., 1999.

Robt. E. Burns, Mayor

ATTEST:

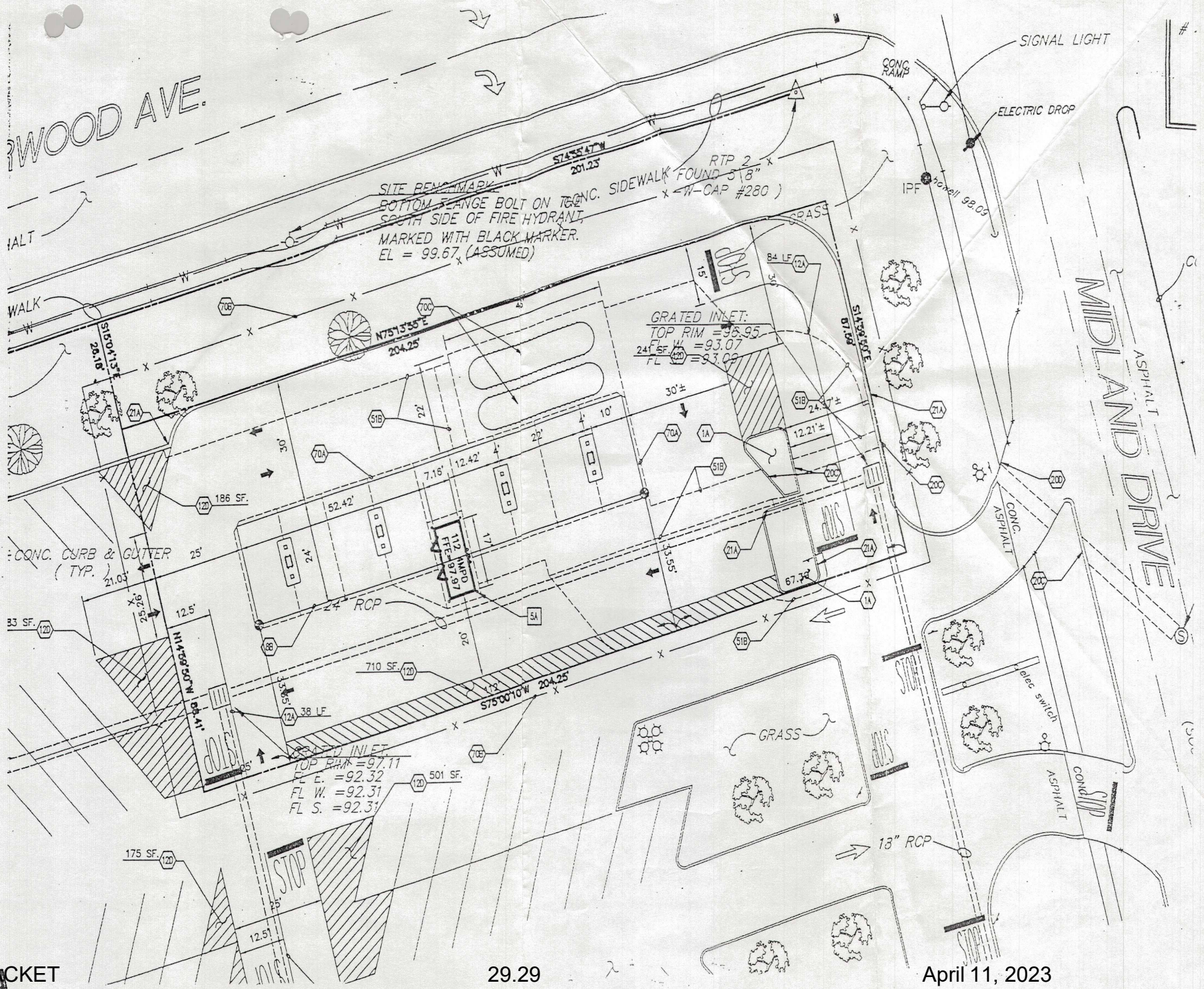
Kaylah J. McCord

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ord\planning\plndist\Z-99-006

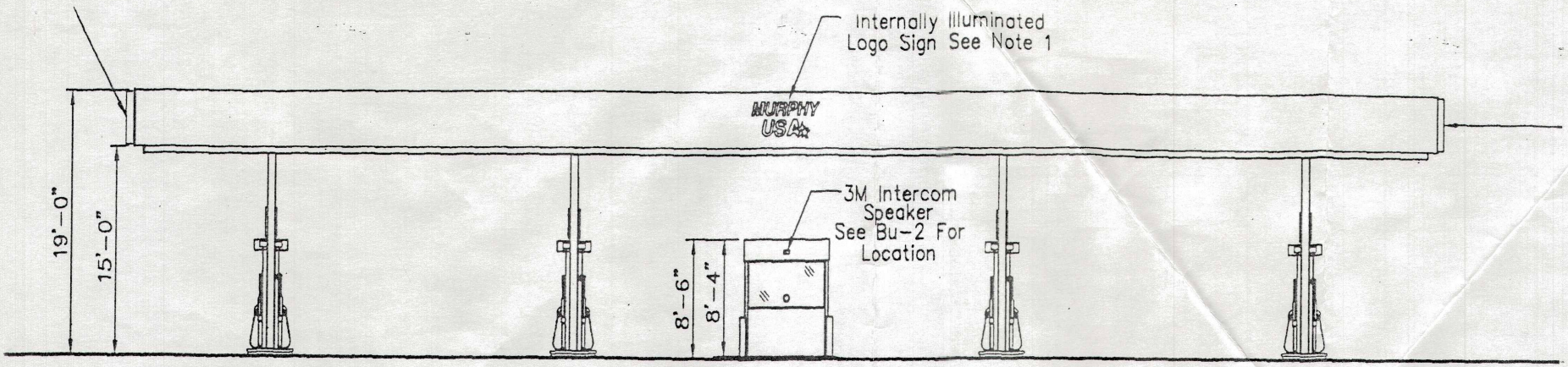


RECEIVED
MAR 15 1999
PLANNING & DEVELOPMENT
CITY OF MIDLAND

SITE PLAN

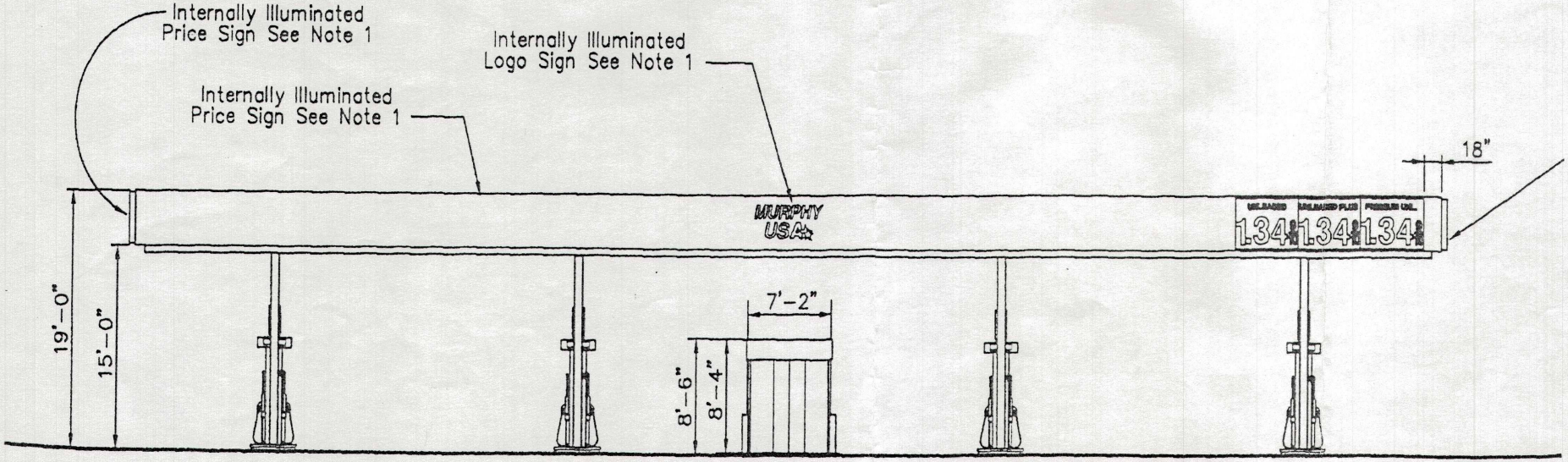
EXHIBIT A

CASE NO. Z-99-006



SITE CANOPY FRONT ELEVATION

SCALE: 1/8" = 1'-0"



RECEIVED

MAR 1 5 1999

PLANNING & DEVELOPMENT
CITY OF MIDLAND

SITE PLAN

SITE CANOPY REAR ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT B

CASE NO. Z-99-006


MURPHY USA
2.95


387


MURPHY USA




MURPHY USA
2.95


Grocery

City Council Meeting

Item Number: 30

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 1, W. P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Alejandro Dominguez, is requesting a zone change from PD, Planned Development for an Office Center to PD, Planned Development for a Shopping Center to allow for hotel and restaurant use.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned Development District for an Office Center (Ordinance No. 6231)

Surrounding Zoning and Land Use:

The property to the north is zoned MF-16, Multiple-Family District, and the location of single-family homes. The property to the east is zoned RR, Regional Retail District, and the location of a vehicle repair shop. The property to the south is zoned C, Commercial, and the location of a landscape and stone business. The property to the west is zoned RR, Regional Retail District, and the location of a car dealership.

Discussion:

The applicant, Alejandro Dominguez, is requesting to amend the PD to allow an expanded Restaurant within an existing Hotel. The current ordinance does not permit the use of a hotel however, it does permit a Lounge/Restaurant with a total square footage of 2,751± square feet. The applicant is seeking to increase the restaurant floor area to 5,200± square feet.

The proposed request has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection to zone change. All future development shall meet the requirements of IFC 2015 ed. and local ordinances. Including the addition or modification of fire protection systems.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning/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 Oil and Gas Issues.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3-Land Use Vision. The future land use map illustrates this area is designated as a Special Study Area. Staff believes that a hotel and restaurant are suitable at this location based on access and visibility of being located on a commercial corridor such as West Wall Street.

This request was recommended for approval at the March 20, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of this request subject to conditions A and B.

Conditions:

A. **That the development of the Property shall conform to the site plan attached hereto as Exhibit "A".**

B. **That the barriers located around the perimeter of the Property as of the date of this ordinance shall be maintained or replaced as necessary to prevent encroachment of vehicles into adjacent public rights-of-way or adjacent property. Such barriers may include wheel stops, bollards, landscape islands, or other suitable barrier.**

Letters of Objection:

As of March 29, 2023, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan (Exhibit A)
Maps
Ordinance 6231
Ordinance 6925
Parking Authorization Letter
Parking Sufficiency Letter

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 1, W. P. KNIGHT ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH POWELL STREET AND WEST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 1, W. P. Knight Addition, Section 2, City and County of Midland, Texas (the "Property"), to PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and

incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the development of the Property shall conform to the site plan attached hereto as Exhibit "A".

B. That the barriers located around the perimeter of the Property as of the date of this ordinance shall be maintained or replaced as necessary to prevent encroachment of vehicles into adjacent public rights-of-way or adjacent property. Such barriers may include wheel stops, bollards, landscape islands, or other suitable barriers.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

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

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

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

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

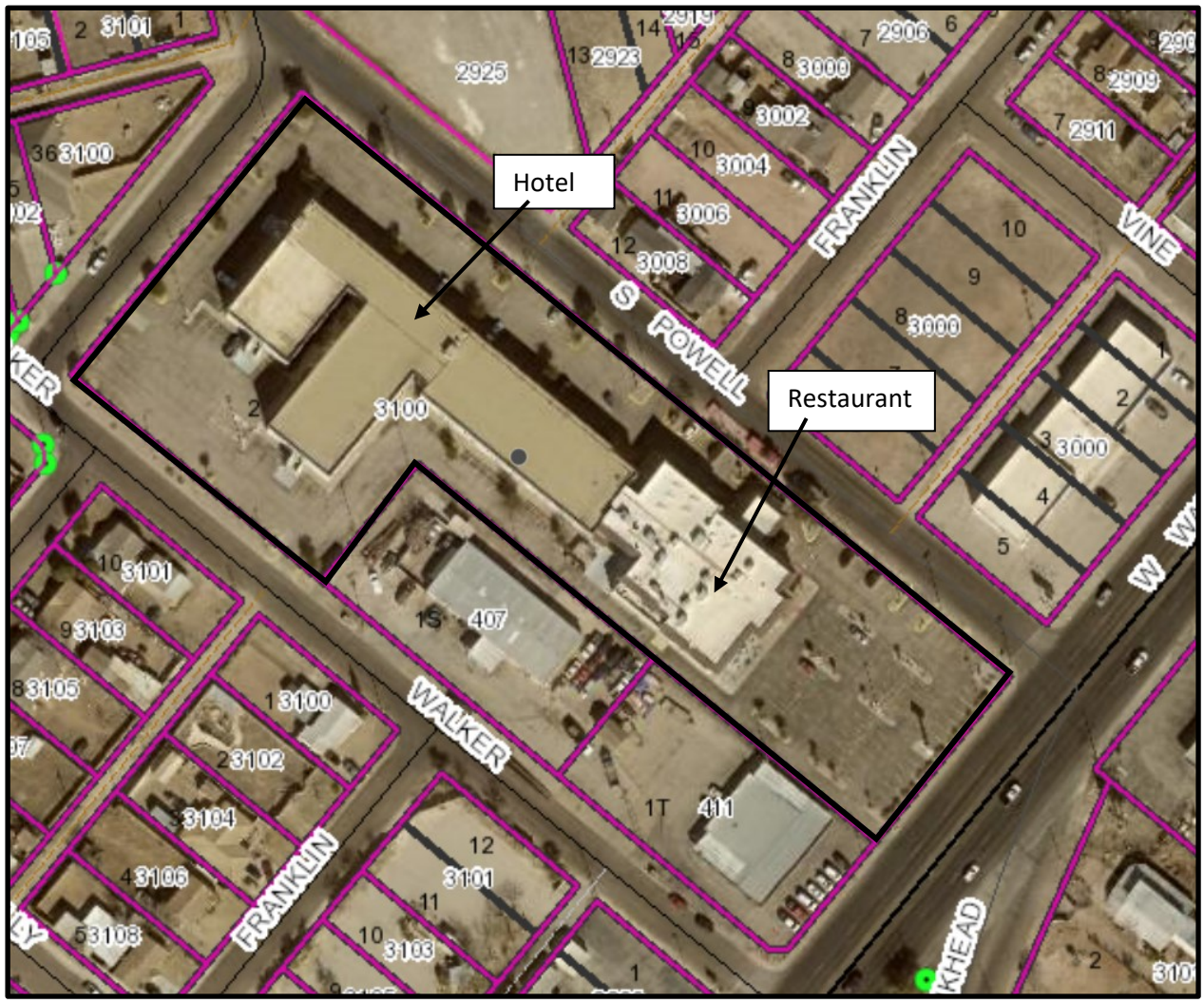
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit "A"

Site Plan



MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-23-0323

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 741 0121	
Printed Name: Alejandro Dominguez		Email ocho80texas@gmail.com	
Address 3601 Andrews Hwy	City	State TX	Zip 79703

Property Owner		Phone (432) 699 4144	
Printed Name: Nazim Enterprises, Inc. Nazim Butt		Email Nazimb1@gmail.com	
Address 3100 W Wall St	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm:		Email	
Printed Name:			
Address	City	State	Zip

Street Address: 3100 W Wall St Midland TX 79701

Legal Description
Lot: 20 Block: 1 Subdivision: W P KNIGHT SEC 2

Current Zoning: PD 6925, as amended

Proposed Zone: PD (see below)
(List by tracts if more than one district is requested)

Reason for Zone Change Request: expansion of lounge, restaurant with bar.

Present Use of Property: lounge/restaurant/bar

Proposed Use of Property: same.

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: ① expanded floor area 2,751 to 5,200 sq. ft.

② expanded hours – Sunday open earlier at 11:00am

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 2/27/28
Applicant (printed): Alejandro Dominguez	
Property Owner (signature):	Date: 2/27/28
Property Owner (printed) : Nazim Butt	

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 Alejandro Dominguez who, being by me duly sworn, upon oath says: That (s)he is the owner of 3100 W Wall St or authorized by NAZIM BUTT, 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 27th day of February, 2023, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

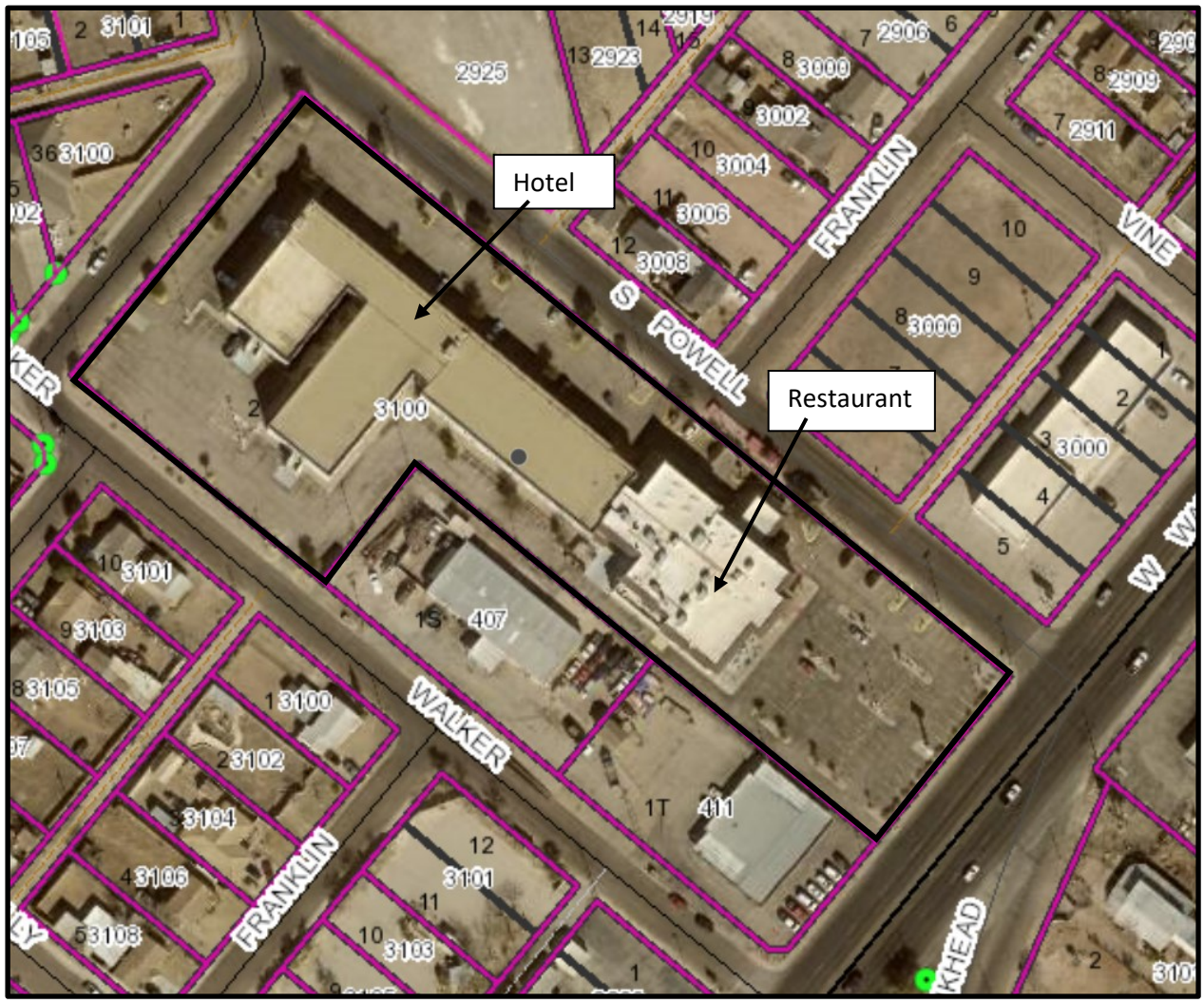
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan (See original PD)
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1146	
Received By: Jeff Fisher	Date: 2/27/23

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

Exhibit "A"

Site Plan



pr

ORDINANCE NO. 6231

AN ORDINANCE AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING THE PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "LR-3", LOCAL RETAIL DISTRICT, TO BE USED AS A "PLANNED DISTRICT" FOR AN OFFICE CENTER; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; PROVIDING THAT THE PROPERTY SHALL BE IMPROVED ACCORDING TO THE SITE PLAN, ORDINANCES AND OTHER SPECIFICATIONS SET OUT AND REFERRED TO HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, 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 the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned "LR-3", Local Retail district, and it shall be used as a "Planned District" for an Office Center, subject to the special conditions and restrictions hereinafter set out.

Said property is described as follows:

Lot 2, Block 1, W. P. Knight Addition, Section 2, an addition to the City of Midland, Midland County, Texas.

SECTION TWO. That the property described in Section One hereof shall be subject to the following special conditions and restrictions:

1. That the use and development of the property shall conform to all regulations applicable to an "O-2", Office District, and in addition the maximum height shall be 36 feet or four stories, whichever is less.

2. That a lounge shall be permitted within the portion of the building with a total floor area not exceeding 2,751 square feet and located as shown by a double cross-hatching on the attached site plan and described as proposed restaurant/lounge.

3. That development of the property shall conform to said attached site plan in all respects.

4. That the proposed building shall be located within the area shown by cross-hatching on said site plan. The minimum set backs from all property lines shall be as dimensioned on said site plan.

5. That barriers shall be located around the perimeter of the tract to prevent encroachment of vehicles into adjacent public street rights of way or into adjacent property.

6. That the hours of operation of the lounge shall be limited to 11:00 a.m. of each day to 1:00 a.m. of the next succeeding day, Monday through Saturday, and from 12:00 noon of each day to 1:00 a.m. of the next succeeding day on Sunday, on each day that such sales are otherwise permitted by law.

SECTION THREE. That 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 FOUR. 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 FIVE. 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

April 11, 2023
30.13
PACKET

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 SIX. 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 hundred dollars ($200.00).

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 law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 14th day of June, A.D., 1983; and passed to second reading on motion of Councilman Sloan, seconded by Councilman Davidson, by the following vote:

Councilmen voting "AYE":	Sloan, Davidson, Marcum, and Godfrey
Councilmen voting "NAY":	Hatfield and Akins

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Councilman Godfrey, seconded by Councilman Davidson, on the 28th day of June, A.D., 1983, at a regular meeting of the City Council:

Councilmen voting "AYE":	Davidson, Godfrey, Marcum, Hatfield and Sloan
Councilmen voting "NAY":	Akins

PASSED AND APPROVED THIS 28th day of June, A.D., 1983.

G. Thane Akins, Mayor

ATTEST:

J. W. McCullough, City Secretary

APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

pr

ORDINANCE NO. 6925

AN ORDINANCE AMENDING PARAGRAPH ONE OF SECTION TWO OF ORDINANCE NO. 6231, WHICH CREATED A "PLANNED DISTRICT" FOR AN OFFICE CENTER, SO AS TO ALLOW FOR SIGN REGULATIONS ON THE SOUTH 150 FEET OF THIS PROPERTY; 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 and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, 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 amending Ordinance No. 6231, which created a "Planned District" for an Office Center as set out hereinafter;

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

SECTION ONE. That Paragraph 1 of Section Two of Ordinance No. 6231 is hereby amended so as to hereafter read as follows:

> 1. That the use and development of the property shall conform to all regulations applicable to an "O-2", Office District, and in addition the maximum height shall be 36 feet or four stories, whichever is less, except that the sign regulations of the "LR-3", Local Retail District, shall apply to the southernmost 150 feet of this property.

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

SECTION THREE. 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 FOUR. 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 FIVE. 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 28th day of March, A.D., 1989; and passed to second reading on motion of Council member Marcum, seconded by Council member Heck, by the following vote:

Council members voting "AYE":	Marcum, Heck, Williams, Thomas and Monaghan
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 Marcum, seconded by Council member Williams, on the 11th day of April, A.D., 1989, at a regular meeting of the City Council:

Council members voting "AYE":	Marcum, Williams, Heck, Thomas and Monaghan
Council members "ABSTAINING":	Rendall
Council members voting "NAY":	None

PASSED AND APPROVED THIS 11th day of April, A.D.,

1989.

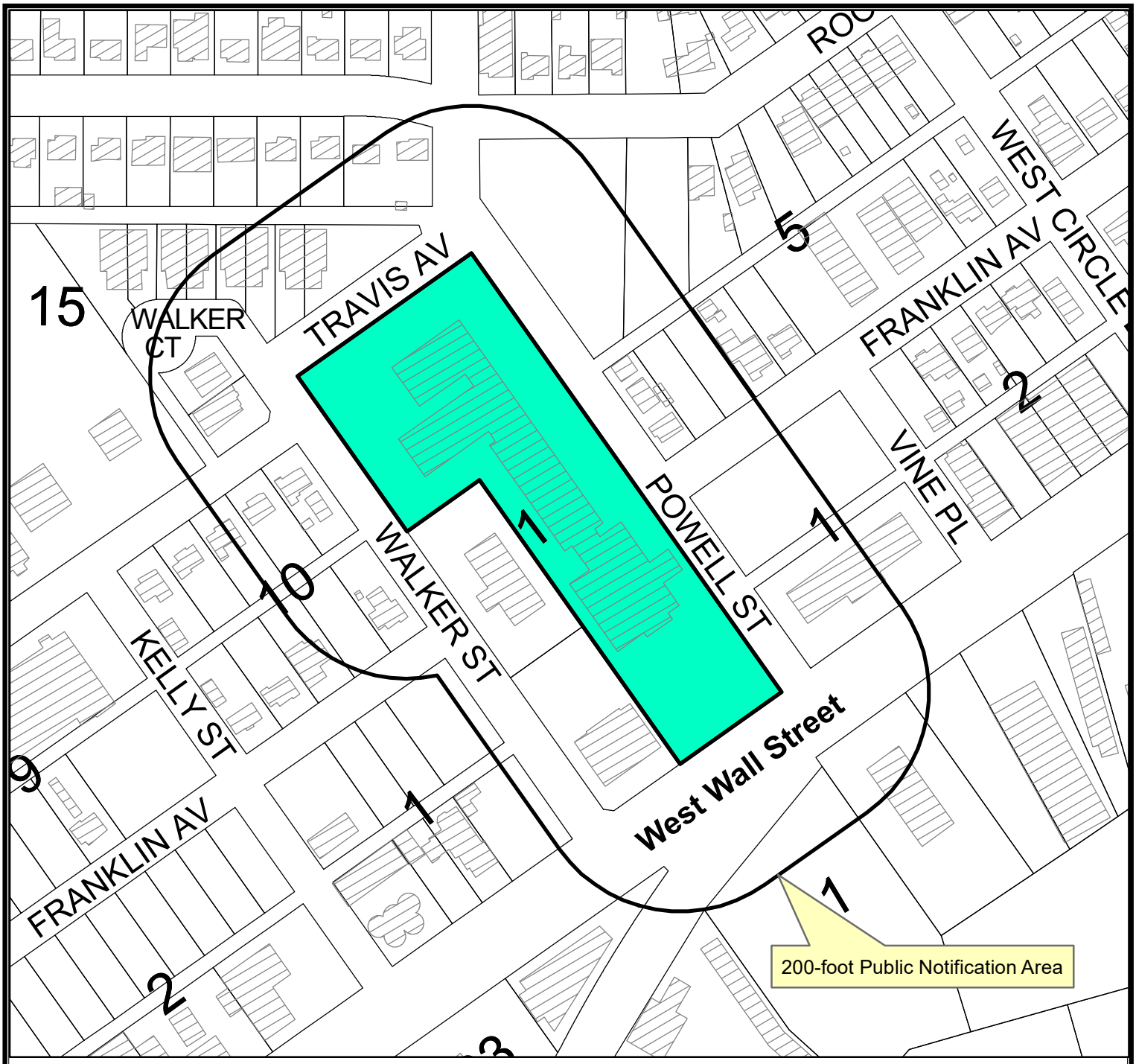
Carroll M. Thomas, Mayor

ATTEST:

B. C. Clanton, City Secretary

APPROVED AS TO FORM:

David W. Reagan, City Attorney



LOCATION MAP

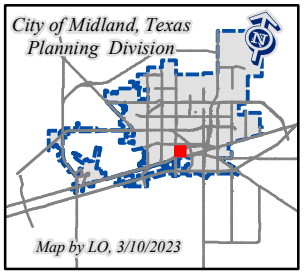
Z-23-0323 **Scale: 1" = 2,328'**

Consider a request by Alejandro Dominguez for a zone change from PD, Planned Development District for an Office Center to a PD, Planned Development District for a hotel with a restaurant, on Lot 2, Block 1, W. P. Knight, Section 2, City and County of Midland, Texas.

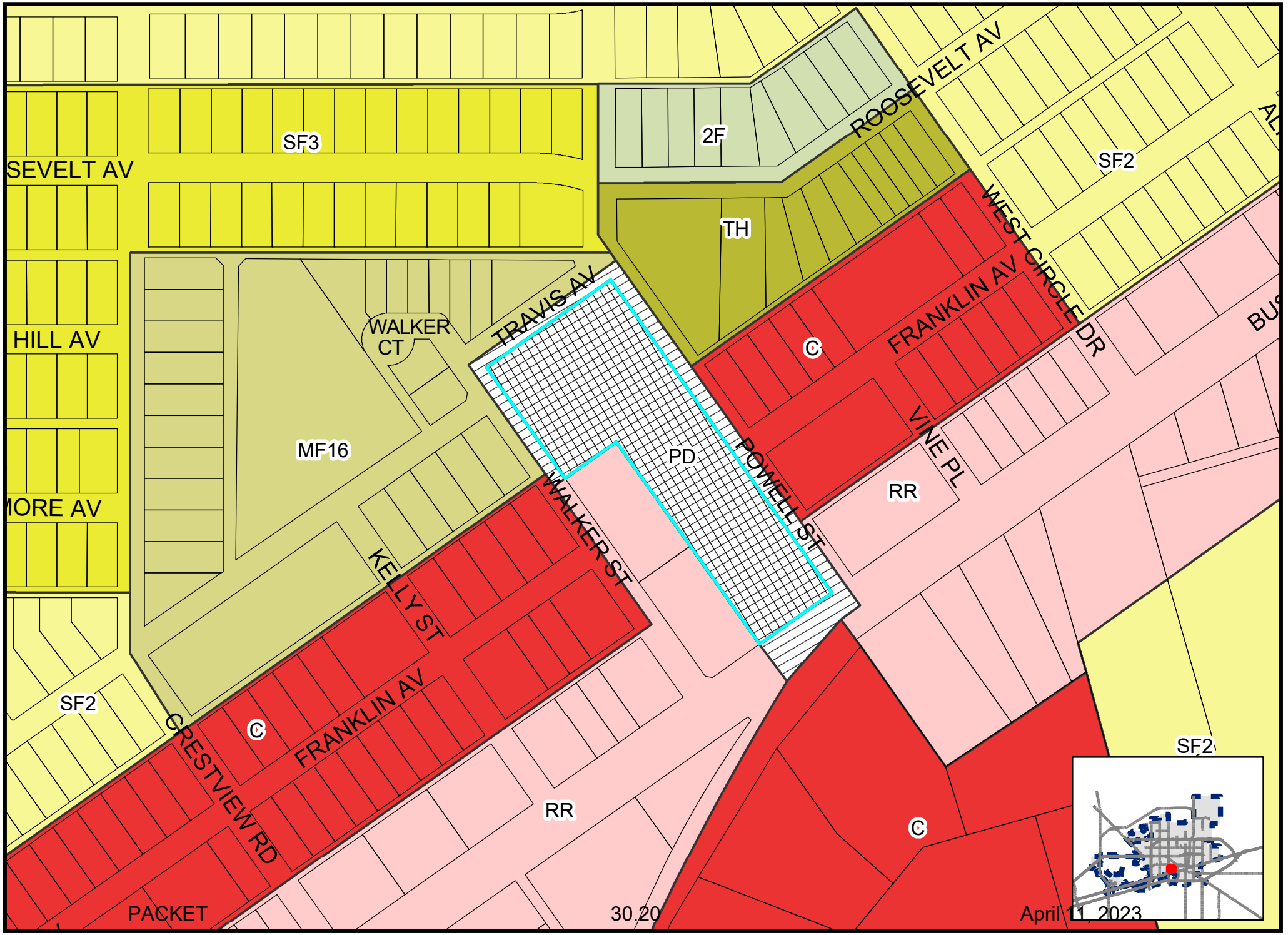
Generally located on the northwest corner of the intersection of West Wall Street and South Powell Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LO, 3/10/2023

Z-23-0323

Scale: 1" = 2,744'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

02/10/2023

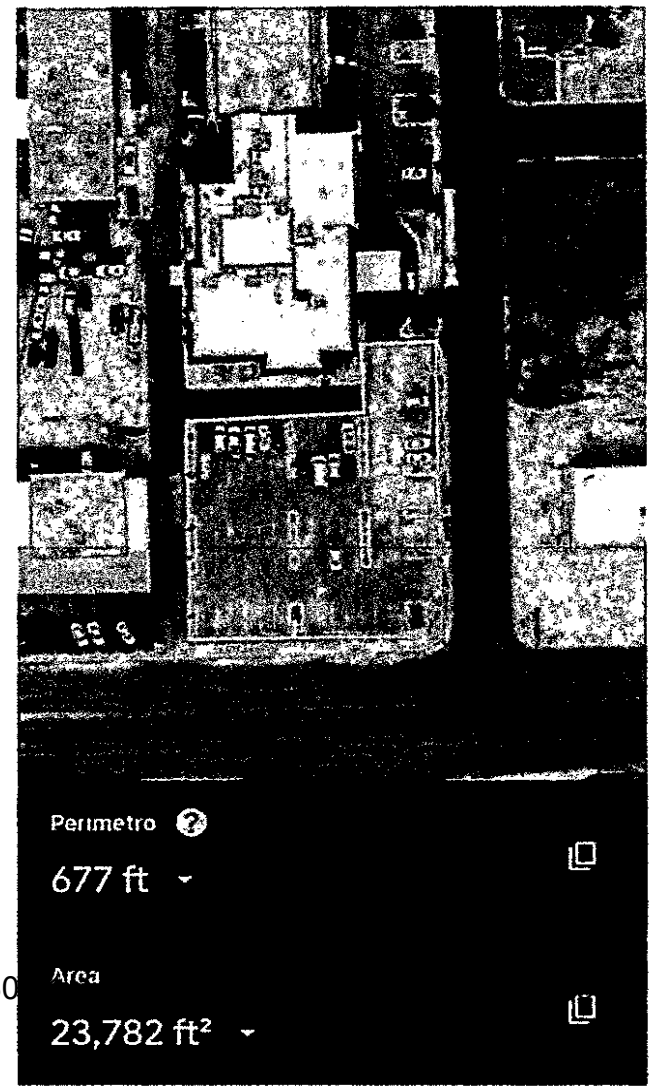
To whom it may concern:

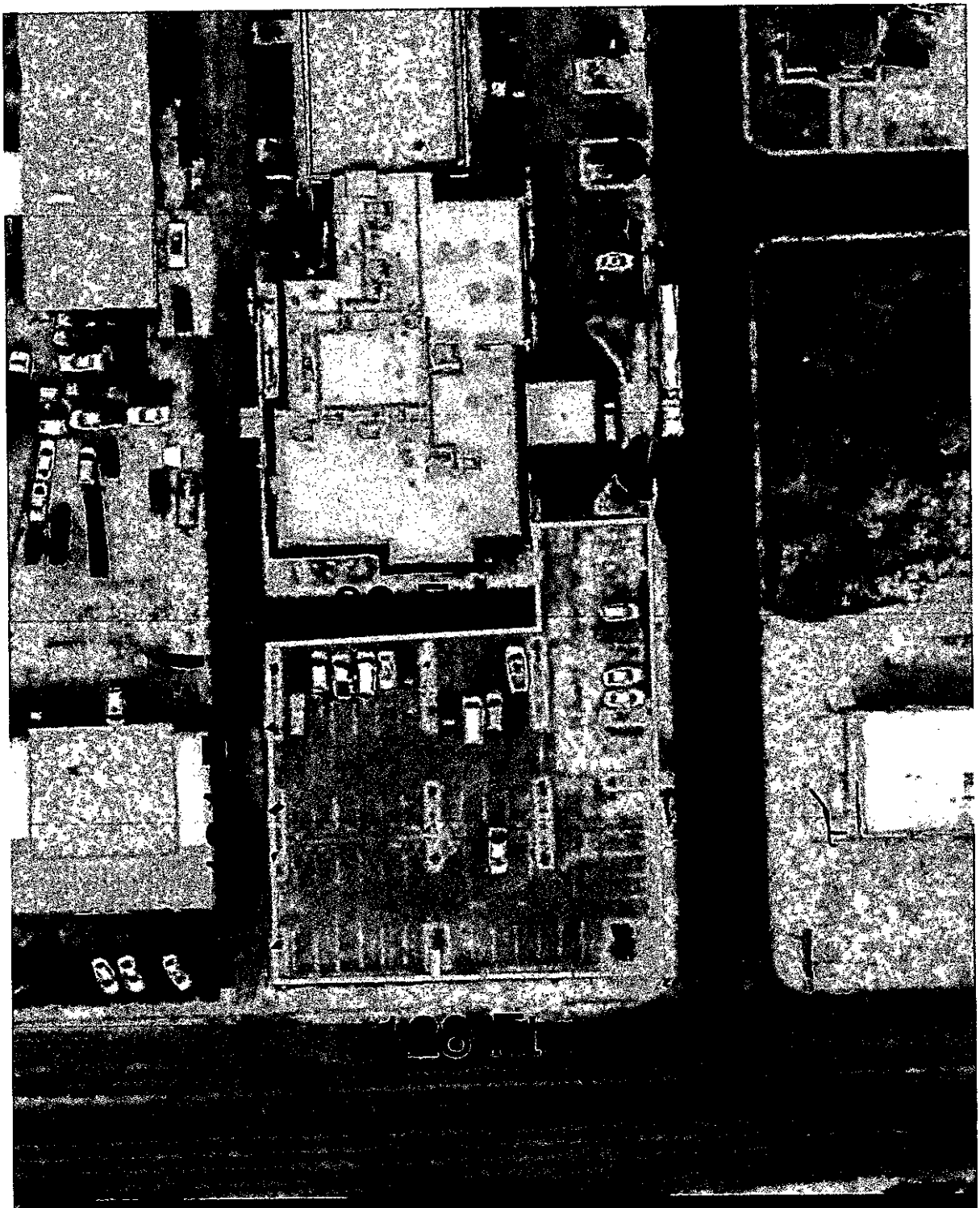
By means of this letter I certify and authorize that the attached parking lot with dimensions (Area: 23,782 Ft2 / perimeter 677 ft) may be used for the establishment of the Bar OCHO 80 Restaurant Bar.

Nazim Enterprises, Inc (Landlord)

OCHO 80 LLC (Tenant)

Alejandro Dominguez (Guarantor/Surety)





Perímetro

677 ft

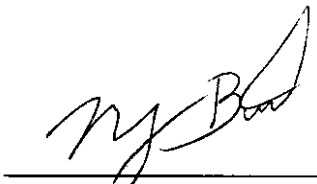
Área

23,782 ft²

14/03/2023

To whom it may concern:

Through this letter, I notify that the Wyndham Garden hotel with address 3100 W WALL ST Midland Tx 79701, and its conference room do not exceed 259 parking spaces, but it is sufficient for all use for both the HOTEL and the RESTAURANT OCHO 80.



NAZIM BUTT(Landlord)


OCHO 80
WYNDHAM
GARDEN


WYNDHAM
GARDEN




BUICK
GMC

City Council Meeting

Item Number: 31

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Jeffrey Fisher, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 4, BLOCK 2, COUNTRY VILLA ESTATES, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BRINSON LANE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND TP, TECHNOLOGY PARK DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Roger Wells is requesting a Specific Use Designation (SUDwo) without Term for Automobile or Other Motorized Vehicle Sales and Service.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

C, Commercial District, and TP, Technology Park District

Surrounding Zoning and Land Use:

The properties to the north are zoned SF-2, Single-Family Dwelling District, and the location of single-family homes. The properties to the east are zoned C, Commercial District, and the location of an auto dealership and hotel. The property to the south across West Wall Street is outside city limits and the location of equipment storage. The property to the west is zoned C, Commercial District, and the location of a hotel.

Discussion:

The current zoning of C, Commercial, and TP, Technology Park permits Automobile or Other Motorized Vehicle Sales and Service use with the approval of an SUDwo.

The site plan (Exhibit A) provided shows the property and associated existing buildings.

The property will be required to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinance for Automobile or Other Motorized Vehicle Sales and Services use.

6. Automobile or Other Motorized Vehicle Sales and Service Standards

a. Allowed by Specific Use Designation, according to the permitted Use Chart.
b. All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.
c. No intermittent or flashing lights shall be permitted.
d. Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.
e. All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.
f. No exterior auditory devices shall be permitted.

This project has been circulated to all City departments for review. Below are the department comments:

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

No objections.

Fire: (Approved)

No objections.

Planning: (Approved)

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for community commercial uses in this area, visitor services, and higher density residential uses which is part of a Gateway Corridor Area. Staff believes that Automobile or other Motorized Vehicle Sales and Services is suitable at this location based on access and visibility of being located on a commercial corridor such as West Wall Street.

This request was recommended for approval at the March 20, 2023, Planning and Zoning Commission meeting.

Staff recommends approval of the request of the Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services, subject to Conditions A and B.

Conditions:

A. **That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

B. **That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.**

Letters of Objection:

As of March 15, 2023, staff has received no letters of objection for this request.

Application
Site Plan (Exhibit A)
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 4, BLOCK 2, COUNTRY VILLA ESTATES, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BRINSON LANE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND TP, TECHNOLOGY PARK DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 4, Block 2, Country Villa Estates, Section 7, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for automobile or other motorized vehicle sales and service (the "Specific Use"), together with the uses permitted in the present C, Commercial District and the present TP, Technology Park District.

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

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

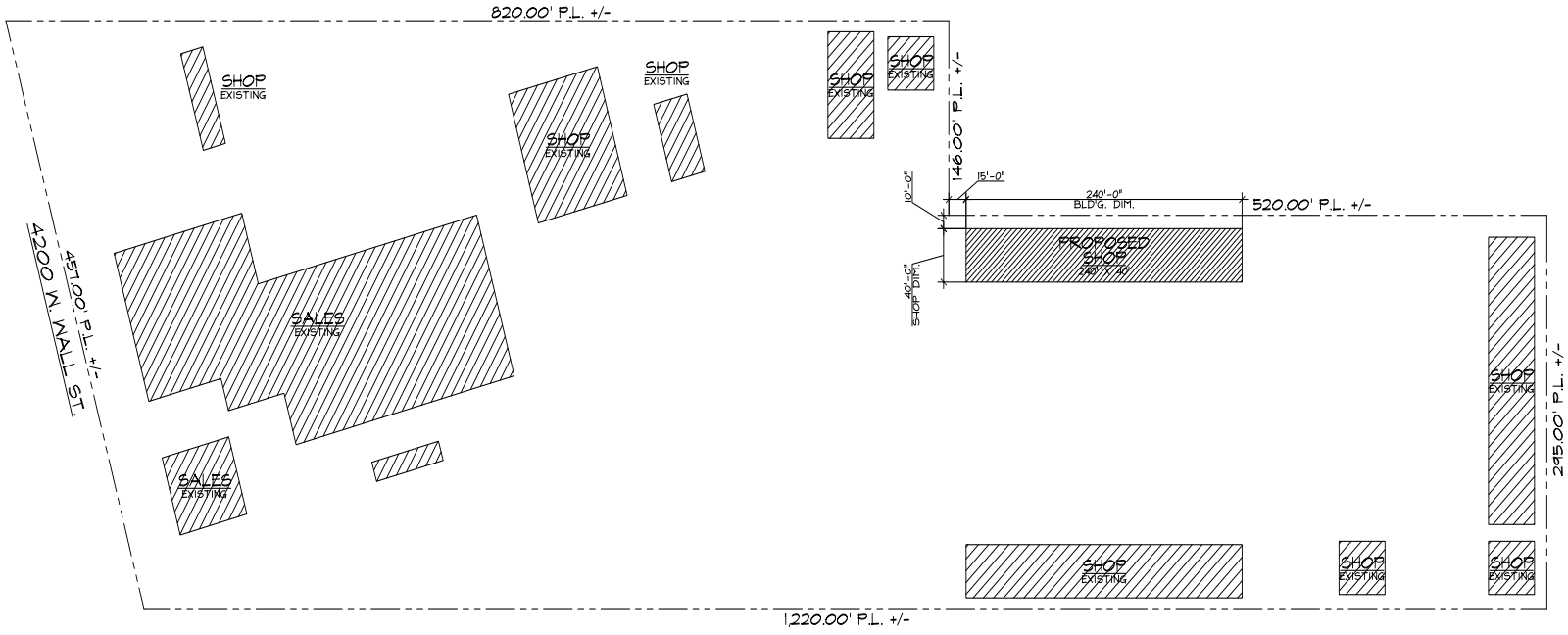
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



A SITE PLAN
NOTE 1" = 50'-0"

THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS. RESPONSIBILITY OF THE G.C./C.M. AND THE SUBCONTRACTORS TO READ ALL NOTES AND TEXT ON THE DRAWINGS PRIOR TO BIDDING AND OR PROCEEDING WITH ANY WORK. THE G.C./C.M. SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT OF THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO THE FABRICATION OR ANY CONSTRUCTION ACTIVITIES.

NEW BUILDING FOR:
ROGERS FORD
4200 N. WALL ST.
MIDLAND, TEXAS
JOB # J-22114
DATE ISSUED: DEC. 01, 2022
REVISED:
DRAWN BY: JAM

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BY:
J DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX. 79704
C: (432) 425-5247
E-MAIL: jmertink@gmail.com

SHEET NO. S-1 OF 19 SHEETS

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUNO-23-0034

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address 4200 W WALL	City Mid	State TX	Zip 7703

Property Owner Printed Name: DTS		Phone (432) 694-8801 Email	
Address Box 4577	City Midland	State TX	Zip 79704

Representative *(if different from Applicant or Property Owner)* Firm: D & B METAL BUILDINGS Printed Name: Roger Wells		Phone (432) 620-0003 Email PADDRUNNER3@GRANDECOM.NET	
Address Box 10006	City Mid	State TX	Zip 02

Type of Permit:	*For Office Use Only* ☐ with Term ☐ without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☐ No	

Street Address: 4200 W WALL

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Maximum Floor Area: 9600 **Maximum Occupancy:**

Proposed hours and days of use or operation: WAREHOUSE 7AM / 6PM MON-FRI

Reason for request: SUP is NEED FOR STORAGE BLDG

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: _____

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Roger Wells	Date: 9 MAR 23
Applicant (printed): Roger Wells	
Property Owner (signature):	Date: 3-8-2023
Property Owner (printed): Doss Rogers	

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

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

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

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Roger Wells, who, being by me duly sworn, upon oath says: That (s)he is authorized by Doss Rogers, 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.

Roger Wells
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9th day of March, 2023, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

Dalia Salinas
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
  Check # 5680
- ☑ Dimensioned Site Plan
- ☐ Site Plan in Digital Format (PDF/JPEG)

Received By: Landon Wood

Date: RECEIVED MAR 09 2023

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

A SITE PLAN
NOTE 1" = 50'-0"

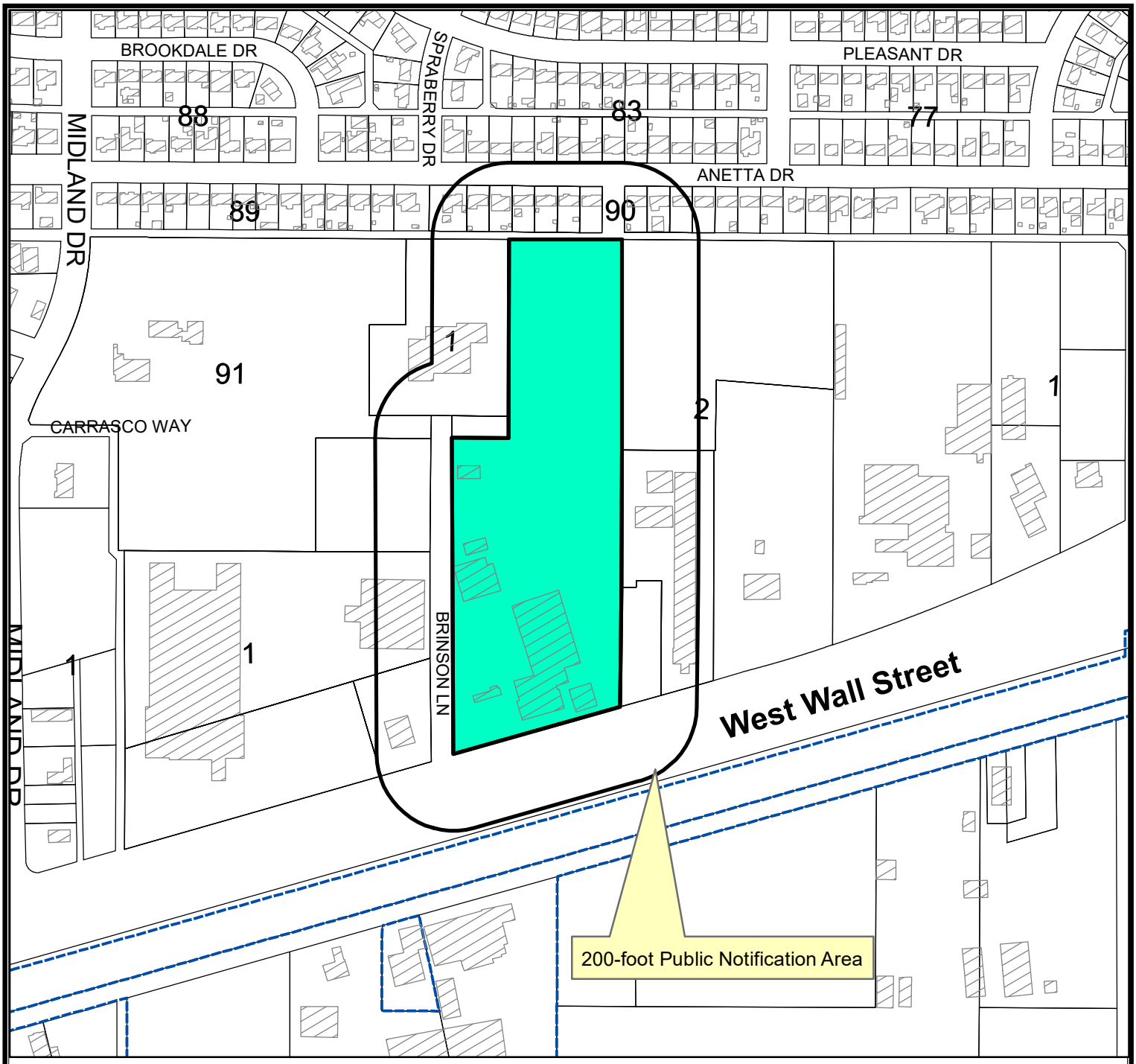
THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS OR THEIR REPRESENTATIVES WORKING FROM THESE PLANS AND SPECIFICATIONS SHALL NOT SCALE INFORMATION FROM SAID DRAWINGS. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BY THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER AND/OR ALL SUBCONTRACTORS. THE G.C./C.M. AND THE SUBCONTRACTORS SHALL COORDINATE ANY DISCREPANCIES BETWEEN SUBCONTRACTORS PRIOR TO PROCEEDING WITH ANY WORK AND CONTACT OF THE DESIGNER REGARDING SAID DISCREPANCIES PRIOR TO THE FABRICATION OR INSTALLATION OF ANY CONSTRUCTION ELEMENTS.

NEW BUILDING FOR:
ROGERS FORD
4200 N. WALL ST.
MIDLAND, TEXAS
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DATE ISSUED: DEC. 01, 2022
REVISED:
DRAWN BY: JAM

© COPYRIGHT, J.T. DRAFTING & DESIGN 2022 FEDERAL COPYRIGHT PROTECTION IS APPLICABLE TO INTENTIONAL AND UNINTENTIONAL PUBLICATIONS AND PROVIDED FOR SPECIFIC CIVIL AND CRIMINAL PENALTIES FOR BOTH. ANY UNAUTHORIZED USE OF THESE PLANS IS STRICTLY PROHIBITED AND FORBIDDEN.

BY: J.T. DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX. 79704
C: (432) 425-5297
E-MAIL: jmertink@gmail.com

SHEET NO. S-1 OF 19 SHEETS



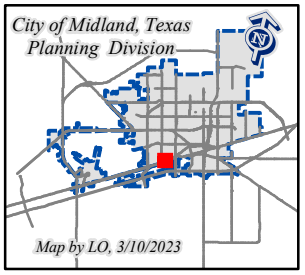
LOCATION MAP

SUDwo-23-0034 **Scale: 1" = 4,470'**

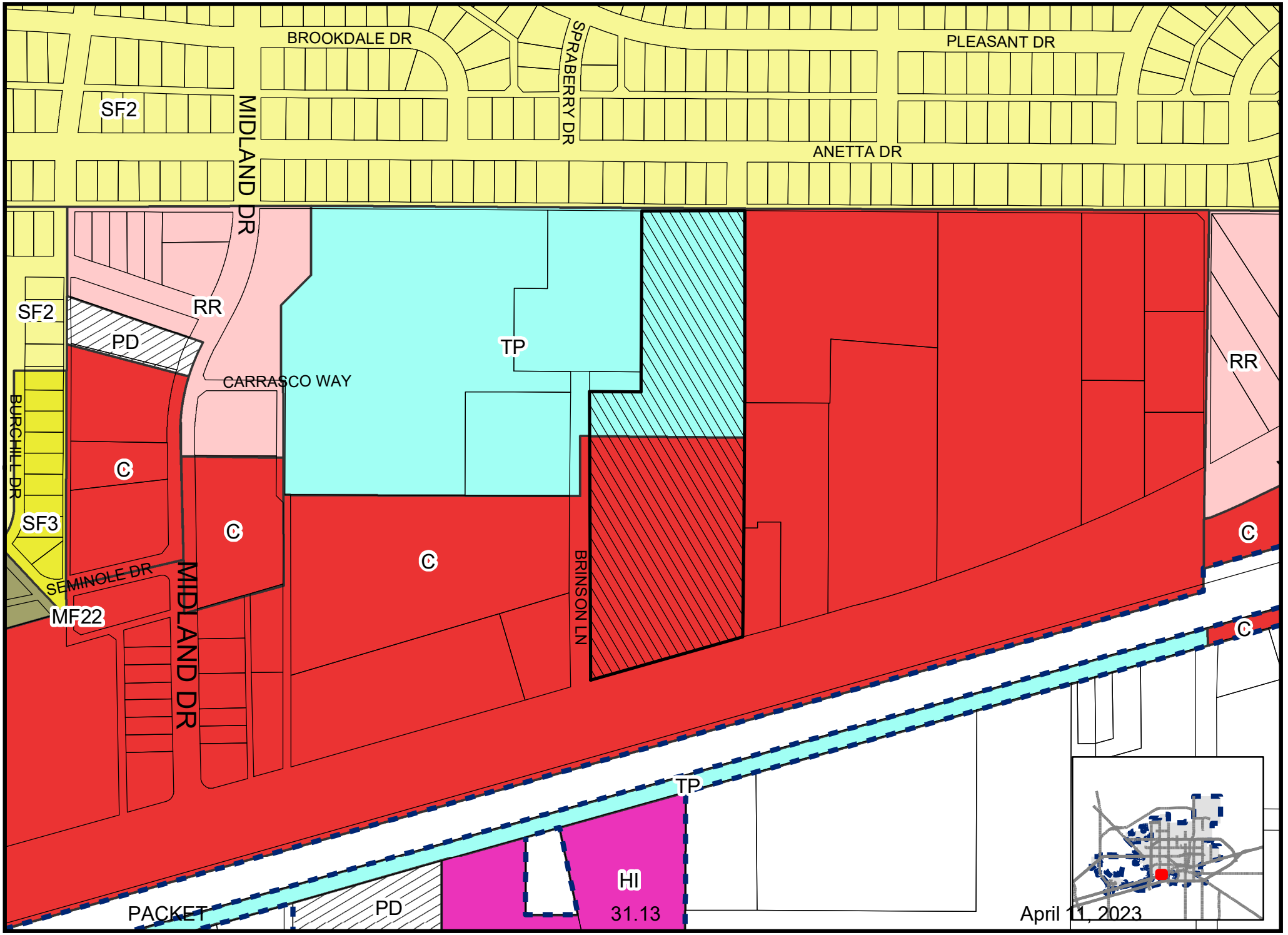
Consider a request by Roger Wells for a Specific Use Designation without term, for an Automobile or Other Motorized Vehicle Sales and Service on Lot 4, Block 2, Country Villa Estates, Section 7, City and County of Midland, Texas.
Generally located on the northeast corner of the intersection of West Wall Street and Brinson Lane.
(Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By LO, 3/10/2023

SUDwo-23-0034

Scale: 1" = 4,117'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


HELPING HANDS


ROGERS
Ford
COMMERCIAL
VEHICLE CENTER
FAST
LUBE




ROGERS
SERVICE


ROGERS
PARTS
COMMERCIAL VEHICLE

City Council Meeting

Item Number: 32

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: RESOLUTION OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CREATION OF A SPACEPORT DEVELOPMENT CORPORATION IN CONJUNCTION WITH MIDLAND COUNTY, TEXAS, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 507; AND SETTING FORTH OTHER MATTERS RELATED THERETO (DISTRICT: NONE) (CITY MANAGER)

Purpose:

Resolution authorizing the creation of a Spaceport Development Corporation in conjunction with Midland County pursuant to Texas Local Government Code, Chapter 507; and setting forth other matter related thereto.

Recommended City Council Action:

Approve

Fiscal Impact:

None currently.

Discussion:

The City of Midland, in conjunction with Midland County, seeks to reestablish the Spaceport Development Corporation. Creation of the Board will enable Midland International Air & Spaceport to receive grants from the Texas Spaceport Trust Fund for infrastructure and development. Without a Spaceport Development Corporation, Midland is ineligible to receive these funds. Additionally, municipalities or regions with Spaceport Development Corporations are eligible to have the Governor appoint a representative member to the Aerospace and Aviation Advisory Committee to advise the Governor on the recruitment and retention of industry jobs and investment; assist the office of aerospace and aviation in meeting the state's

economic development efforts to recruit and retain industry jobs and investment; advise the aerospace and aviation office, Economic Development & Tourism office and the Governor on appropriate funding level for the Spaceport Trust Fund and on recruitment, retention, and expansion of industry activities; and collect and disseminate information on federal, state, local, and private community economic development programs that assist or provide loans, grants or other funding the industry activities.

Previously, the City and County created the Spaceport Development Corporation in 2013 which was dissolved in 2020 when there were no available grants to seek. Funding is currently available.

The Board would meet quarterly and be comprised of seven (7) members including four (4) appointees of the City Council and three (3) appointees of the Midland County Commissioners.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MIDLAND, TEXAS, AUTHORIZING THE CREATION OF A SPACEPORT DEVELOPMENT CORPORATION IN CONJUNCTION WITH MIDLAND COUNTY, TEXAS, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 507; AND SETTING FORTH OTHER MATTERS RELATED THERETO

WHEREAS, the City Council finds it to be in the public interest to authorize the creation of a spaceport development corporation in conjunction with Midland County, Texas, pursuant to Chapter 507 of the Texas Local Government Code;

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 authorizes the creation of a spaceport development corporation in conjunction with Midland County, Texas, pursuant to Texas Local Government Code, Chapter 507.

SECTION TWO. That the spaceport development corporation shall be known as the Midland Spaceport Development Corporation (the "*Corporation*"*)* and shall be governed by Texas Local Government Code, Chapter 507.

SECTION THREE. That the Corporation's certificate of formation shall be substantially similar in form to that of Exhibit A, which is attached hereto and incorporated herein for all purposes. The Mayor is hereby authorized and directed to execute the certificate of formation.

SECTION FOUR. That the Mayor is hereby authorized and directed to execute, on behalf of the City of Midland, an interlocal agreement with Midland County, Texas, providing for the appointment of directors to the Corporation's board in accordance with Texas Local Government Code, Section 507.051. Said agreement shall be substantially similar in form to that of Exhibit B, which is attached hereto and incorporated herein for all purposes.

SECTION FIVE. That the Mayor, City Attorney, and City Manager are hereby authorized and directed to prepare, execute, deliver, and file, on behalf of the City of

Midland, any and all agreements, instruments, and other documents necessary and appropriate to effectuate the creation of the Corporation.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia German-Bentley, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM:

_____
John Ohnemiller, City Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("*Agreement*") is made and entered into this _____ day of April, 2023 (the "*Effective Date*") by and between the **City of Midland, Texas** ("*City*"), a home-rule municipal corporation, and **Midland County, Texas** ("*County*"), a body corporate and politic under the laws of the State of Texas. City and County are each referred to herein as a "*Party*" and collectively as the "*Parties*."

WITNESSETH:

WHEREAS, City and County find it to be in the public interest and to serve a public purpose to authorize the creation of the Midland Spaceport Development Corporation (the "*Corporation*") pursuant to Texas Local Government Code, Chapter 507; and

WHEREAS, the Parties desire to enter into this Agreement governing the appointment of individuals to the board of directors of the Corporation in accordance with Texas Local Government Code, Section 507.051;

NOW, THEREFORE, the Parties, in consideration of these mutual covenants and agreements, agree as follows:

I.

The Parties agree that the following individuals shall be appointed as the Corporation's initial board of directors:

[[Insert Names & Addresses of Initial 7 Directors]]

II.

The Parties agree that the Corporation's board of directors shall consist of seven (7) directors, four (4) of whom shall be appointed by the Midland City Council (no more than three (3) of which may be members of the Midland City Council), and three (3) of whom shall be appointed by the Midland County Commissioners Court (no more than two (2) of which may be members of the Midland County Commissioners Court). The appointment of individuals to the Corporation's board of directors shall be governed by the Corporation's certificate of formation, as amended, the Corporation's bylaws, as amended, and applicable state law.

III.

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

IV.

Nothing in this Agreement is intended to be, nor shall be construed as, a waiver of the governmental immunity by either Party. Each Party is retaining its immunity from suit and liability. Neither Party is granting consent to be sued by legislative resolution or action.

V.

Neither Party may assign this Agreement, in whole or in part, without the advance written consent of the other Party

VI.

Neither Party's officers, employees, or agents shall be considered an officer, employee, or agent of the other Party

VII.

The Parties do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

VIII.

This Agreement shall be governed by the laws of the State of 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.

IX.

This instrument constitutes the entire agreement between the Parties and supersedes any and all agreements previously entered into by these same Parties pertaining to the subject matter of this Agreement.

[Signature Page Follows]

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

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

MIDLAND COUNTY, TEXAS

By: _____
Terry Johnson, County Judge

CERTIFICATE OF FORMATION OF
MIDLAND SPACEPORT DEVELOPMENT CORPORATION

Pursuant to the provisions of Chapter 22 of the Texas Business Organizations Code, the undersigned Corporation adopts the this Certificate of Formation.

ARTICLE 1

The name of the Corporation is Midland Spaceport Development Corporation.

ARTICLE 2

The Corporation is a nonprofit corporation that is organized to exercise the powers and duties granted to a spaceport development corporation under Chapter 507, Texas Local Government Code, and for the transaction of any and all lawful acts for which nonprofit corporations may be incorporated under Texas Nonprofit Corporation Law.

ARTICLE 3

The period of duration is perpetual.

ARTICLE 4

The purpose of the Corporation is to support the creation and development of a spaceport project in Midland, Texas, and for any lawful purpose permitted by Texas Nonprofit Corporation Law; and exclusively for charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations that qualify as exempt under section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereinafter be amended.

ARTICLE 5

1. No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private individual; no director or officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

2. No substantial part of the activities of the Corporation shall consist of carrying on of propaganda, or otherwise attempting to influence legislation; the Corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office (including the publication or distribution of statements).

Exhibit A

3. If the Corporation is classified as a private foundation under Section 509(a) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent law, then while so classified the Corporation shall comply with the following provisions:

    a. the Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to taxation on undistributed income imposed by Section 4942 of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal law;

    b. the Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal law;

    c. the Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal law;

    d. the Corporation shall not make any investment so as to subject it to taxation under Section 4944 of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal law;

    e. the Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal law; and

    f. the Corporation shall comply with all other restrictions applicable to a private foundation under Section 509(a) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal law.

4. Upon dissolution, the board of directors of the Corporation shall distribute any assets remaining after paying or providing for the liabilities of the Company to tax exempt organizations, or as may be required or permitted under Section 501(c)(3) of the Internal Revenue Code, as amended. Upon dissolution, any remaining assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any subsequent federal law, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction located in the county in

which the principal office of the Corporation is located, exclusively for such purposes or to such organization(s) as said Court shall determine, which is organized and operated exclusively for such purposes.

ARTICLE 6

The Corporation will have no members.

ARTICLE 7

The business address and street address of the Corporation's initial registered office is 300 North Loraine, Midland, Texas, 79701, and the name of its initial registered agent at such address is John Ohnemiller, City Attorney for the City of Midland, Texas.

ARTICLE 8

The Corporation is governed by Chapter 507 of the Texas Local Government Code. No compensation shall be paid to any director and the office is not one of emolument. Directors shall not be reimbursed for expenses.

ARTICLE 9

Management of the affairs of the Corporation shall be vested in the board of directors. The number of directors constituting the initial board of directors is seven (7). The names and addresses of the persons who are to serve as initial directors are as follows:

Lori Merritt Blong
P.O. Box 1152
Midland, Texas 79702

_____
P.O. Box 1152
Midland, Texas 79702

_____
P.O. Box 1152
Midland, Texas 79702

_____
P.O. Box 1152

_____
Midland County Courthouse
500 North Loraine, Suite 1100
Midland, Texas 79701

_____
_____
500 North Loraine, Suite 1100
Midland, Texas 79701

_____
500 North Loraine, Suite 1100
Midland, Texas 79701

Midland, Texas 79702

ARTICLE 10

To the fullest extent as is permitted by law, the Corporation shall indemnify any person who was, is, or is threatened to be named as a defendant or respondent in any threatened, completed, or pending action, suit, or proceeding, whether civil or criminal, administrative, arbitrative, or investigative, including any appeal of such action, suit, or proceeding, or any inquiry or investigation that could lead to such action, while a director or officer is or was serving at the request of the Corporation as a trustee, officer, director, partner, employee, agent, or any functionality of another foreign or domestic organization.

ARTICLE 11

This Corporation is created by Midland County, Texas, and the City of Midland, Texas.

ARTICLE 12

This Certificate of Formation shall become effective upon filing with the secretary of state.

ARTICLE 13

The name and address of the organizer is:

Lori Merritt Blong
Mayor, City of Midland
P.O. Box 1152
Midland, Texas 79702

ARTICLE 14

The Corporation may not take any action inconsistent with the tax exemption requirement under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. Nor may it take any action inconsistent with the requirements for receiving tax-deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures.

ARTICLE 15

The Corporation is a nonstock Corporation.

ARTICLE 16

The Midland County Commissioners Court and the Midland City Council have specifically authorized the Corporation to act on behalf of Midland County and the City of Midland, Texas, to further the public purpose stated in the resolutions establishing the Corporation and this Certificate of Formation.

ARTICLE 17

The Midland County Commissioners and the Midland City Council have approved this Certificate of Formation.

EXECUTION

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this Certificate of Formation subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certified under penalty that the undersigned is authorized to execute the filing instrument.

Date: _____

_____
Lori Merritt Blong, Mayor of the
City of Midland, Texas
Organizer

City Council Meeting

Item Number: 33

Meeting Date: April 11, 2023

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: MOTION APPOINTING INDIVIDUALS TO SERVE ON THE BOARD OF DIRECTORS OF THE MIDLAND SPACEPORT DEVELOPMENT CORPORATION (DISTRICT: NONE) (CITY MANAGER)

Purpose:

Motion appointing individuals to serve on the Board of Directors of the Midland Spaceport Development Corporation.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The Midland Spaceport Development Corporation Board of Directors will include seven (7) members. The City Council will appoint four (4) members, no more than three (3) being City Council Members. The Midland County Commissioners will appoint three (3) members, no more than two (2) being County Commissioners.

Each director will serve a two (2) year term that expires on June 1st of each odd-numbered year. Each successor director shall be appointed and shall serve for a term of two (2) years. No director shall serve more than two (2) consecutive full terms.

The board will be required to meet at least quarterly.



City Manager's Office

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("*Agreement*") is made and entered into this _____ day of April, 2023 (the "*Effective Date*") by and between the **City of Midland, Texas** ("*City*"), a home-rule municipal corporation, and **Midland County, Texas** ("*County*"), a body corporate and politic under the laws of the State of Texas. City and County are each referred to herein as a "*Party*" and collectively as the "*Parties*."

WITNESSETH:

WHEREAS, City and County find it to be in the public interest and to serve a public purpose to authorize the creation of the Midland Spaceport Development Corporation (the "*Corporation*") pursuant to Texas Local Government Code, Chapter 507; and

WHEREAS, the Parties desire to enter into this Agreement governing the appointment of individuals to the board of directors of the Corporation in accordance with Texas Local Government Code, Section 507.051;

NOW, THEREFORE, the Parties, in consideration of these mutual covenants and agreements, agree as follows:

I.

The Parties agree that the following individuals shall be appointed as the Corporation's initial board of directors:

[[Insert Names & Addresses of Initial 7 Directors]]

II.

The Parties agree that the Corporation's board of directors shall consist of seven (7) directors, four (4) of whom shall be appointed by the Midland City Council (no more than three (3) of which may be members of the Midland City Council), and three (3) of whom shall be appointed by the Midland County Commissioners Court (no more than two (2) of which may be members of the Midland County Commissioners Court). The appointment of individuals to the Corporation's board of directors shall be governed by the Corporation's certificate of formation, as amended, the Corporation's bylaws, as amended, and applicable state law.

III.

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

IV.

Nothing in this Agreement is intended to be, nor shall be construed as, a waiver of the governmental immunity by either Party. Each Party is retaining its immunity from suit and liability. Neither Party is granting consent to be sued by legislative resolution or action.

V.

Neither Party may assign this Agreement, in whole or in part, without the advance written consent of the other Party

VI.

Neither Party's officers, employees, or agents shall be considered an officer, employee, or agent of the other Party

VII.

The Parties do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

VIII.

This Agreement shall be governed by the laws of the State of 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.

IX.

This instrument constitutes the entire agreement between the Parties and supersedes any and all agreements previously entered into by these same Parties pertaining to the subject matter of this Agreement.

[Signature Page Follows]

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

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

MIDLAND COUNTY, TEXAS

By: _____
Terry Johnson, County Judge