



**CITY OF CASTROVILLE CITY COUNCIL
REGULAR CALLED MEETING
1209 FIORELLA
TUESDAY
AUGUST 25, 2020
5:00 P.M.**

In accordance with the order of the Office of the Governor issued on March 16, 2020, the City Council of the City of Castroville will conduct a telephone meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The public may participate in this meeting by dialing in to with the following telephone number:

1 866-899-4679 and **enter access code 704-841-837** when prompted.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.

The City Council of the City of Castroville will meet at the regular called meeting at 5:00 p.m. in the Council Chambers at City Hall on the following items listed on the agenda.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Invocation
- V. Citizen Comments
The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.
- VI. Updates on safety measures for city staff and the public during the COVID 19 pandemic.
- VII. Consent Agenda
 - A. Minutes for August 11, 2020 Special Called Council Meeting. (Budget work session)
 - B. Minutes for August 11, 2020 Regular Called Council Meeting
- VIII. Review and approval of Employee Benefits for Health, Dental, Eye, and Long Term Disability rates for FY2021. (*Robert Feike, Agent of Record*)
- IX. Public Hearing on a petition to annex 131.613, 269.407, 14.131, and 1.148 acres (Lot 2, Walmart Store No. 4120-00), and 1.018 acres (Lot 4, Walmart Store No 4102-00) in the L.M. Collard Survey Number 97, Abstract 1259, Medina County, also known as Alsatian Oaks Development. (The property is located adjacent to Walmart 1151 Hwy 90 E. Castroville, Medina County, Texas.

- X. Consider and take appropriate action on adopting an Ordinance annexing 131.613, 269.407, 14.131, and 1.148 acres (Lot 2, Walmart Store No. 4120-00), and 1.018 acres (Lot 4, Walmart Store No 4102-00) in the L.M. Collard Survey Number 97, Abstract 1259, Medina County, also known as Alsatian Oaks Development. (The property is located adjacent to Walmart 1151 Hwy 90 E. Castroville, Medina County, Texas).
- XI. Consider and take appropriate action on approving a purchase of a 2020 Chevrolet Service Body Truck for Buildings/Grounds Department. (*Devin Fredrickson, Parks and Recreation Director*)
- XII. Consider and take appropriate action on approving a purchase of a new 2020 Terex Commander 4047 model hydraulic rotating digger derrick with a turntable winch (digger/pole setting truck). (*John Gomez, Public Works Director*)
- XIII. Discussion on paper streets and signage or other limitations on river access. (*Darrin Schroeder, Mayor Pro Tem*)
- XIV. Discussion and direction to staff on Ordinance No. 2017-015 Article IV "Special Use Regulations", Section 10 "Home Occupation Regulations. (*Darrin Schroeder, Mayor Pro Tem*)
- XV. Discussion and take appropriate action on resolving issues with Rodriguez Park to legally and appropriately operate within the City of Castroville. (*Darrin Schroeder, Mayor Pro Tem*)
- XVI. Discussion on future agenda items.
- XVII. Adjourn.

ACCESSIBILITY STATEMENT

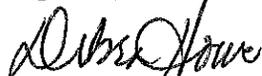
The City Hall is wheelchair accessible. The exit and parking ramps are located at the rear of the building.

NON-DISCRIMINATION STATEMENT

The City of Castroville does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

The City Council of the City of Castroville reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, Castroville, Texas on August 21, 2020 before 5:15 p.m.



Debra Howe
City Secretary

**** Council Chambers will be open with limited seating. Safety measures will be in place and masks are required.**

**CITY OF CASTROVILLE CITY COUNCIL
SPECIAL CALLED COUNCIL MEETING**

**1209 Fiorella
City Council Chambers**

**Tuesday
August 11, 2020**

**2:00 p.m.
MINUTES**

I. CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Mayor Pro Tem Schroeder

II. ROLL CALL

Present:

Mayor Pro Tem Darrin Schroeder
Councilmember Sheena Martinez
Councilmember Paul Carey
Councilmember Phil King
Councilmember Todd Tschirhart

Leroy Vidales, Interim City Administrator/Finance Director
Debra Howe, City Secretary
John Gomez, Public Works

III. CITIZEN COMMENTS

The public was permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments could be submitted up to two hours before the meeting. A recording of the telephonic meeting was made and available to the public in accordance of the Texas Public Information Act upon request.

No one requested to speak.

IV. Presentation on the FY2021 Utility Fund including water, wastewater, gas, electric, garbage and Capital Improvement Plan Vehicles & Equipment. (John Gomez, Public Works Director)

Public Works Director John Gomez thanked the public works staff attending for helping with the presentation the city council was being provided on the different utilities. Staff in attendance were from administration, electric, water, and wastewater departments. Mr. Gomez presentation began with the employees in each of the departments saying they were fully staffed this year, contracting with an afterhours answering service, implementing a Facebook page and implementing a replacement/repair meter audit program for gas, electric, and water utilities. Mr. Gomez reviewed the goals for 2021 including a proposal for consultation on smart metering and funding options for the city; being proactive on development infrastructure; adopt new water and sewer design standards; update utility infrastructure maps on all utilities; proposing to hire an in-house inspector to conduct inspections on utility infrastructure, cross-connection, and grease traps; work with City Engineer to resolve TCEQ requirements on tree removal at the Wastewater Treatment Plant; update utility policy; improvement of communication with customers on issues or projects that would affect customers through I-Info, social media and website; and better use of work order system to capture work hours, asset management, and work specifics. Councilmember Martinez said she did not receive an I-Info message on the recent water main break and boil water notice. She was concerned about the issues this system had and hoped it could be improved. Council was pleased with the addition of the afterhours answering service.

Mr. Gomez said he would speak more on this at the next meeting. Mr. Gomez briefed the city council on his request for an additional position for an inspector under utility administration, including additional training for that position. Also shown was a new computer, additional security cameras, and shown in the fleet vehicles an SUV for inspector/administration a 3% increase in salaries and increase for each of the departments for certification pay from a maximum of \$100 to \$300. A handout of the current personnel policy with the requested changes to the pay certification was given to council for consideration. Council was in favor of incentives to keep trained employees at the city. Councilmember Martinez asked about the SUV and felt a truck would serve the department better. Wastewater Department - the permit had been renewed, all but one violation had been resolved, staff was moving forward with monitoring and rebuilding the main lift station in-house. They were working with Friese and Nichols to replace pumps and restructure the return activated sludge system. Implemented a Televising and clean-out program for sewer lines and two members of staff had obtained advanced licensing and certification. Increases in wastewater was additional chemicals due to change in plant operations, a small increase in uniform cost, and safety equipment for confined entry and cargo gear. Electric Department - in 2020 acquired a mini-excavator and work trailer, was completing city's portion of rerouting the powerline around the elementary school campus and working to upgrade underground transformers and service in River Bluff with an outside contractor. Mr. Gomez said they were working with Schneider Engineering to update the 2012 electrical assessment of the River Bluff Subdivision. The 2021 Goals was to continue that upgrade project shown in the capital improvement projects, start the upgrade project in Country Village Subdivision, in-house training program with CPS Energy and Medina Electric, install new generator for public works and continue upgrades to electric infrastructure with meters, panels, power poles and services. Replacement equipment shown was a 6-ton digger, small bucket truck, pole trailer and mobile crane unit. Water Department - in 2020 the water wells and lift stations were brought up to operational standards with staff monitoring daily, involved in inspections of eastside lift station system located at the Airport, and two employees had obtained advanced licensing and certification. Goals for 2021 were the FM-471 waterline extension project, Inserta-valve installation project, and implementation of cross-connection inspection program. Increases for 2021 were a hydraulic chainsaw, confined space safety equipment, 4-wheel drive Extend -A-Hoe plus hydraulics, and shared cost of skid steer and mobile crane unit. Gas Department - increases shown were meter replacement program and utility system maintenance line testing, a state requirement. Refuse Department - minimum increase due to new contract with Waste Management for garbage and brush pickup. Five Year Plan included: Wastewater 2021 - main lift station fencing (\$10,000), vehicle replacement (\$27,000), secondary pumps for lift stations and guard rails (\$57,000), generator installation at Country Village Lift Station (\$58,000), complete Riverside Lift Station repair (\$60,000), CCTV testing and repair program (\$75,000), complete Country Village Lift Station repair (\$75,000), SCADA installation at Wastewater Treatment Plant (pending RFP estimate \$95,000), Tree removal from ponds at WW Treatment Plant (\$200,000 under review of City Engineer), Sewer Collection Lines - Repair and Replacement (\$450,000, and TCEQ Ponds (\$500,000 under review of City Engineer). Council asked about the TCEQ violation requiring tree removal and ponds. Mr. Gomez said they had requested an extension of 2 years to complete and costs were shown in 2021 and 2022. Electric 2021 - Infrastructure Assessment/repairs (\$80,000), River Bluff improvements (Bond \$640,000 2021-2025 pending cost) Tree/Trimming/removal (\$80,000 each year per RFP), vehicle & equipment (\$405,000). Water 2021 - FM 471 Water Line Extension/1800 linear feet (service & fire hydrant replacement) (\$25,000), Lafayette Street water line replacement (Bond \$628,000), 4-wheel drive Extend -A-Hoe plus hydraulics

(\$75,000), Inserta-valves (10 at \$8,000) (\$160,000), and vehicles and equipment (\$12,000). Gas and Refuse 2021 through 2025 – nothing shown. Mayor Pro Tem Schroeder and council were in favor of the need for safety equipment. Councilmember King asked about the cost and number shown for valves. It was determined it was for 20 at \$8,000 each. Also, the back-up pump cost was to be reevaluated.

V. **ADJOURN**

Mayor Pro Tem Schroeder adjourned the meeting at 4:09 p.m.

Mayor Pro Tem

ATTEST:

City Secretary

DRAFT

**CITY OF CASTROVILLE CITY COUNCIL
REGULAR CALLED COUNCIL MEETING**

**1209 Fiorella
City Council Chambers**

August 11, 2020

Tuesday

5:00 P.M.

MINUTES

I. CALL TO ORDER

The meeting was called to order at 5:03 p.m. by Mayor Pro Tem Schroeder

II. ROLL CALL

Present:

Mayor Pro Tem Darrin Schroeder
Councilmember Sheena Martinez
Councilmember Paul Carey
Councilmember Jesse Byars
Councilmember Todd Tschirhart

Leroy Vidales, Interim City Administrator
Debra Howe, City Secretary
Brian Jackson, Police Chief
John Gomez, Public Works Director
Breana Soto, Community Development Coordinator

III. PLEDGE OF ALLEGIANCE

IV. INVOCATION

Pastor James Mendoza, Vista Community Church, gave the invocation.

V. CITIZEN COMMENTS

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up to two hours before the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance of the Texas Public Information Act upon request.

Kathryn Holloway, 905 Lafayette, thanked the city council for looking at changes to the noise ordinance to allow for better enforcement at this meeting.

Doug Whitten, 1406 Gentilz, spoke on 1410 Gentilz, the residence of Mayor Pro Tem Schroeder, and his issues with their barking dogs and the dogs getting out and coming into his yard. He said he had contacted animal control in the past about the dogs and had called recently and had not gotten any call back. Mr. Whitten said the noise ordinance shown on the agenda was a good thing but if it was not enforced properly it was no good. He felt the ordinances were not enforced correctly and he had been singled out in the past when he had to have a permit for a portable carport where others in the city had not. Police Chief Jackson said he would follow up with Mr. Whitten once he spoke to the Animal Control Officer. Mayor Pro Tem Schroeder agreed the ordinances needed to be enforced properly and the city council should be held to a higher standard. Mayor Pro Tem Schroeder recommended speaking with Community Development Coordinator Breana Soto on code enforcement. Mr. Whitten said he had but had not gotten any help from that department.

VI. Updates on safety measures for city staff and the public during the COVID 19 pandemic

Mayor Pro Tem Schroeder said he was working with staff and others on the requirements and supporting upcoming events in the city. Councilmember Martinez reminded everyone to wear masks, saying she saw employees riding together with no masks and a police officer speaking with a citizen with no protection. She wanted everyone to remember to take precautions.

VII. CONSENT AGENDA

- A. Minutes for July 21, 2020 Special Called Council Meeting.
- B. Minutes for July 28, 2020 Special Called Council Meeting (Budget work session).
- C. Minutes for July 28, 2020 Special Called Council Meeting.

A motion was made by Councilmember Carey and duly seconded by Councilmember King to approve the consent agenda. A vote was taken (5:0 all ayes) the motion carried by all present.

VIII. Public Hearing on amendments to the current Noise Ordinance No. 2009-01, Code of Ordinances, Chapter 46 Environment, Article II Nuisance, Division II Noise; amending general prohibitions; amending permissible sound levels.

Open: 5:14 p.m.

No one requested to speak.

Closed: 5:14 p.m.

IX. Consider and take appropriate action on adopting an Ordinance amending the current Noise Ordinance; Chapter 46 Environment, Article II Nuisance, Division II Noise; amending General Prohibitions; amending permissible sound levels; establishing penalties not to exceed \$500 per offense; providing for severability; repeal of conflicting ordinances; and an effective date.

Police Chief Brian Jackson briefed the city council on the need to remove the decimal readings to allow for better enforcement on noise complaints. Mayor Pro Tem Schroeder questioned Sec. 46-41 Maximum permissible sound levels (d) shown in the revision. It stated regardless of the levels two or more calls within 24hrs to the same address would warrant a citation. He read it as the officer had to issue a citation if two or more calls and felt this could be taken advantage of by some citizens and asked if they needed to designate the Police Chief to make the decision on issuing a ticket. Chief Jackson said the officers practiced discretion when addressing repeated calls by citizens. Councilmember Carey was comfortable with adding the word “may” issue a citation. Council was in favor of the change to say, “May be a violation”.

A motion was made by Councilmember Tschirhart and duly seconded by Councilmember Carey to adopt an Ordinance with the additional change to Sec. 46-41 Maximum permissible sound levels (d) inserting “may be a violation”, amending the current Noise Ordinance; Chapter 46 Environment, Article II Nuisance, Division II Noise; amending General Prohibitions; amending permissible sound levels; establishing penalties not to exceed \$500 per offense; providing for severability; repeal of conflicting ordinances; and an effective date. A vote was taken (5:0 all ayes) the motion carried by all.

X. Discussion and take appropriate action on approving design and construction of a welcome sign for west side of Castroville. (Arnie Dollase, Welcome Sign Committee member)

Arnie Dollase, member of the Welcome Sign Committee, briefed the city council on the history of the committee and the design, funding, and location of the current signage. Ms. Dollase said originally, they were looking to construct a new sign and the city council had set aside money in the current budget. Mr. Dollase recommended improving the current welcome sign on the westside of town with some of the funds and look at placement on the eastside of town later. Councilmember King said the city needed to move forward with the repairs and was in favor of working on the current sign. Councilmember Carey said the city needed to take ownership of the sign. Councilmember Martinez was in favor and it was in the budget. Interim City Administrator Vidales said the funds were shown in the special projects under the city council budget.

A motion was made by Councilmember Carey and duly seconded by Councilmember King to give the City Administrator authority to spend funds for improvement to the welcome sign located on the westside of Castroville. A vote was taken (5:0 all ayes) the motion carried by all present.

XI. Consider and take appropriate action on application submitted for open position on City Boards and Commissions. (Debra Howe, City Secretary)

City Secretary Debra Howe said there was one application submitted by Emery "Lee" Delavan Jr. for a position on the Airport Advisory Board. Ms. Howe said there was one open position – Alternate #1 with a term of two years.

A motion was made by Councilmember Tschirhart and duly seconded by Councilmember Carey to appoint Lee Delavan Jr. to Alternate Position #1 for a two-year term ending in 2022. A vote was taken (5:0 all ayes) the motion carried by all present.

XII. Discussion and take appropriate action on a request for a final vacate and re-plat of Country Village Estates, Phase I, located at 123 Country Lane, Castroville Texas. (Breana Soto, Community Development Coordinator)

Community Development Coordinator Breana Soto briefed the city council on the final vacate and re-plat of the Country Village Estates, Phase I. Ms. Soto said the developer had revised the original re-plat and added the conditions of approval required by the city council. Ms. Soto said they had added the secondary street excess at the north "Country Lane". There had been concerns on more drainage issues being caused with the development. Ms. Soto said the city engineer had went on-site with the operations manager and determined there would not be additional drainage issues at the entrances. Also reviewed was any problems with the city sewer lift station due to the additional homes. It was determined there was enough capacity to service the subdivision with the city maintaining regularly and should be addressed by the city in the future. Ms. Soto said the Planning and Zoning Commission, City Engineer and City Staff all recommend approval. Council was pleased the developer provided the secondary excess street and listened to the concerns from the neighborhood and council. Councilmember Carey asked that the specified elevations be on the plat and wanted this added. Ms. Soto made note of this request. Jack Uptmore, CV Country Lane, LLC was in attendance and thanked the city council for working with him saying it had been a long process and he was ready to get started on the development.

A motion was made by Councilmember Carey and duly seconded by Councilmember Tschirhart to approve the final vacate and re-plat of Country Village Estates, Phase 1, located at 123 Country Lane, Castroville Texas. A vote was taken (5:0 all ayes) the motion carried by all present.

XIII. Discussion and take appropriate action on a variance request for a proposed sign located at 408 Hwy 90 West. (Breana Soto, Community Development Coordinator)

Community Development Coordinator Breana Soto briefed the city council on the request for a variance for a proposed sign at 408 Hwy 90 West, also know as Dollar Tree. Ms. Soto said this request had been on a previous agenda and the planning and zoning commission had denied the original design and the owner had requested this be withdrawn to resubmit more options. Ms., Soto said there had been two new sign options submitted for the Planning and Zoning Commission (P & Z) to consider. Ms. Soto said the P & Z Commission recommended option #2. Option #2 was a Sign Cabinet area of 90 square feet, with a sign height of 20 feet. Mayor Pro Tem Schroeder was in favor of the new design submission and said the city needed to continue to support new businesses. Councilmember Carey said the building was a unique building and was in favor the second option. Councilmembers Carey, Martinez, and Tschirhart were in favor of the sign in option #2.

A motion was made by Councilmember King and duly seconded by Councilmember Martinez to approve a variance request for proposed sign #2 (sign cabin area 90 square feet, sign height 20 feet) located at 408 Hwy 90 West. A vote was taken (5:0 ayes) the motion carried by all present.

XIV. Discussion and take appropriate action on setting the tax rate for the FY 2021 Proposed Tax Rate and setting a date, time, and place for two (2) public hearings on the Tax Rate, if required. (Leroy Vidales, Interim City Administrator/Finance Director)

Interim City Administrator Leroy Vidales briefed the city council on the proposed tax rate for FY2021 and to set the date, time, and place for two public hearing if required. Mr. Vidales said the current rate was 0.507771/\$100 and the new assessed values for Castroville had increased by 17 million this year, which reduced the new Voter-Approval (formerly called Roll Back)Tax Rate to 0.495178 and the No-New-Revenue (formerly called Effective Rate) to 0.484853. Mr. Vidales said the recommendation was to go to the Voter Approval of 0.495178. Staff recommended holding the public hearings on September 8th and September 15th.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to set the maximum tax rate for FY2021 Proposed Tax Rate as 0.495178 and set the dates of September 8th and September 15th at 5 p.m. to be held in the City Council Chambers for public hearings on the tax rate, if required. A vote was taken (5:0 all ayes) the motion carried by all present.

XV. Discussion and take appropriate action on setting a date for a public hearing on the FY2021 Annual Operating and Capital Budget. (Leroy Vidales, Interim City Administrator/Finance Director)

A motion was made by Councilmember King and duly seconded by Councilmember Carey to set the date of September 15th at 5 p.m. to be held in the City Council Chambers for a public hearing on the proposed FY2021 Annual Operating Budget. A vote was taken (5:0 all ayes) the motion was carried by all present.

XVI. Discussion and take appropriate action on proposal for construction of a new bathroom building at the Castro Colonies Living History/Visitor Center for the Castro Colonies Heritage Association. (Phil King, Councilmember)

Councilmember King briefed the city council on the Castro Colonies living History Center restoration. Mr. King said the city had leased the property several years back to the CCHA to restore the property. Mr. King said the lease agreement stipulated the city was to approve all construction projects and the association was ready to construct a new bathroom facility on the property. The association would be funding the project with donations and grant funds. Mr. King said in the past the city had waived the building permit fees and performance bonds and the association was requesting this again. Mr. King had spoken with Public Works Director John Gomez and the staff would build the building pad and run the utilities to the back of the property for the contractor to make the connections. Councilmember Tschirhart asked if the restrooms would be a public facility. Mr. King said they would be, and the city would need to look at an open/close schedule and cleaning once they were completed as per the lease agreement on maintenance.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to approve the proposal for construction of the new bathroom building at the Castro Colonies Living History/Visitor Center and waive the building permit fees, performance bonds and allow Public Works to assist in building a building pad on the site. A vote was taken (5:0 all ayes) the motion carried by all present.

XVII. Discussion on protocol for notifications on disruptions of service on electrical and water outages. (John Gomez, Public Works Director)

Public Works Director John Gomez briefed the city council contracting with an answering service to assist with afterhours emergency calls. Mr. Gomez said the service would field calls on emergencies and dispatch the on-call employees to the outages. Mayor Pro Tem Schroeder suggested putting instructions on the website on how to sign up for notifications on outages and in the newsletter. Staff needed to keep on top of notification so citizens would be kept informed. Councilmember Tschirhart asked if this service was a contracted service. Mr. Gomez said it was based on the number of calls and was on a month to month basis. Council was pleased with the implementation of an answering service.

XVIII. Discussion and possible action on removing the current Noise Ordinance from the Comprehensive Zoning Ordinance for easier enforcement. (Debra Howe, City Secretary)

City Secretary Debra Howe briefed the city council on possibly removing the noise ordinance from the Comprehensive Zoning Ordinance (CZO). Ms. Howe said the ordinance could be made a standalone ordinance and it would be easier to update when council felt necessary. Ms. Howe said with it currently being in the CZO a public hearing, with publishing requirements, was required each time changes were needed and as a standalone it would help streamline the process. Ms. Howe said the city council could call a public hearing to get the citizens input even if it was removed from the CZO.

A motion was made by Councilmember Carey and duly seconded by Councilmember Martinez to start the process of removing the noise ordinance from the Comprehensive Zoning Ordinance. A vote was taken (5:0 all ayes) the motion carried by all present.

XIX. Discussion on format for providing updates from city council members on special projects

Mayor Pro Tem Schroeder briefly spoke to the city council on providing updates on the special projects they were working on to keep the citizens informed. Interim City Administrator Leroy Vidales said this could be something they could include in the newsletter. Mayor Pro Tem Schroeder said that was a great idea and would look at compiling a format to send to council.

XX. Discussion on future agenda items

Councilmember King requested updates on the Thoroughfare Plan Update and the review of the Airport History Report. Due to the number of budget meetings, it was decided to have this after the budget was passed.

Councilmember Tschirhart requested an update on the water looping and eastside lift station report. It was suggested this be a bi-weekly report to council.

Councilmember Carey requested a report from Code Enforcement on the number of home business registrations in the city.

Councilmember Carey led a moment of silence for former board member and citizen of Castroville, Rod Moss. The city had received the news that Mr. Moss died unexpectedly, the previous day.

Mayor Pro Tem Schroeder said in the discussion on the home business ordinance they needed to address concerns with Rodriguez Park.

XXI. ADJOURN

Mayor Pro Tem adjourned the meeting at 6:37 p.m.

Mayor Pro Tem

ATTEST:

City Secretary



CITY COUNCIL AGENDA REPORT

DATE: August 21, 2020

AGENDA OF: August 25, 2020

DEPARTMENT: Finance Department

SUBJECT: Discussion on renewal of Health, Dental and Vision Benefits – Agent of Record Mr. Robert Feike

RECOMMENDATION: Consider and appropriate action on renewal of Health, Dental and Vision Benefits for all city full time employees.

BACKGROUND/DISCUSSION: The City has had health insurance through Texas Municipal League Health-IEBP, Avesis Vision, and Standard Dental for several years. The city has been very fortunate and has had minimum increases over the years to the health insurance. There has not been any increases to the dental or vision for several years.

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted and Approved by:

8.21.20

Interim City Administrator/Finance Director

ATTACHMENTS/ADDITIONAL INFORMATION:

reike insurance
City of Castroville, TX
Health Insurance Benefits Summary
2020

Company Name	TML 2019	TML 2020	TML	TML	TML	TML
Type Plan	P85-125-425-Mac A	Same Plan Renewal	Option 1	Option 2	Option 3	Option 4
Co-Insurance (Par/Nonpar)	80/50%	80/50%	80/50%	80/50%	80/50%	80/50%
Deductible (Individual Par/Nonpar)	\$1,250/1,500		\$1,000/2,000	\$1,500/3,000	\$2,000/4,000	\$2,000/4,000
Deductible (Family Par/nonpar)	\$2,500/3,000		\$2,000/4,000	\$3000/\$6000	\$4000/\$8000	\$4000/\$8000
Maximum Out Of Pocket (Ind Par/Nonpar)	\$4,250/Unlimited		\$5,000/0	\$5000/0	\$4000/0	\$6000/0
Max Out of Pocket Family Par/Nonpar	\$8,500/Unlimited		\$10,000/0	\$10000/0	\$8000/0	\$12000/0
Doctor Office Visit	\$40 In – No lab x-ray		\$30 In – Include lab x-ray	\$30 In - Include lab x-ray	\$30 In - Include lab x-ray	\$30 In - Include lab x-ray
Specialist	\$40 In – No lab x-ray		\$45 In - Include lab x-ray			
Tele Health	\$10		\$0	\$0	\$0	\$0
In Patient Hospital	80% After Ded		80% After Ded	80% After Ded	80% After Ded	80% After Ded
Outpatient Surgery	80% After Ded		80% After Ded	80% After Ded	80% After Ded	80% After Ded
Emergency Room	\$100 Fee, 80% + DeD		\$250 In Facility, Phys 80% After Ded			
Urgent Care Facility	80% After Ded		\$75 In	\$75 In	\$75 In	\$75 In
Maternity	80% After Ded		80% After Ded	80% After Ded	80% After Ded	80% After Ded
Prescription Drug Co-Pay	\$5/14/43/65/120		10/40/70/100/150	10/40/70/100/150	10/40/70/100/150	10/40/70/100/150
Rx Deductible	NA		NA	NA	NA	NA
Managed Formulary	No		No	No	No	No
90 Day Rx Supply	\$14/100/155/300		30/120/210	30/120/210	30/120/210	30/120/210
Basic Lab Test	100% preventative In		80% After Ded (No Charge when assoc with office visit)	80% After Ded (No Charge when assoc with office visit)	80% After Ded (No Charge when assoc with office visit)	80% After Ded (No Charge when assoc with office visit)
Basic X-Ray	80% After Ded		80% After Ded (No Charge when assoc with office visit)	80% After Ded (No Charge when assoc with office visit)	80% After Ded (No Charge when assoc with office visit)	80% After Ded (No Charge when assoc with office visit)
Complex Imaging	80% After Ded		80% After Ded	80% After Ded	80% After Ded	80% After Ded
Mental & Nervous	Yes		Yes	Yes	Yes	Yes
Preventative Care	100% In		100% In	100% In	100% In	100% In
Life Time Maximum	Unlimited		Unlimited	Unlimited	Unlimited	Unlimited
Rate Guarantee	12months		12months	12months	12months	12months
Medically Underwritten	No					
Rate Increase	+8%	+8%	+8.54%			
Employee	\$627.69	\$677.39	\$681.27	\$641.37	\$632.81	\$601.85
Employee & Children	\$1,099.81	\$1,187.29	\$1,195.11	\$1,123.89	\$1,108.83	\$1,054.33
Employee & Spouse	\$1,267.53	\$1,368.43	\$1,376.31	\$1,295.31	\$1,277.93	\$1,215.09
Employee & Family	\$1,839.03	\$1,985.65	\$1,997.09	\$1,879.37	\$1,854.11	\$1,762.81

This form is for illustration purposes only and is subject to error.



CITY COUNCIL AGENDA REPORT

DATE: August 21, 2020

AGENDA OF: August 25, 2020

DEPARTMENT: City Administration

SUBJECT: Consider and take appropriate action on adopting an Ordinance annexing 131.613, 269.407, 14.131, and 1.148 acres (Lot 2, Walmart Store No. 4120-00), and 1.018 acres (Lot 4, Walmart Store No. 4102-00) in the L.M. Collard Survey Number 97, Abstract 1259, Medina County, also known as Alsatian Oaks Development. (The property is located adjacent to Walmart 1151 HWY 90 E. Castroville, Medina County, Texas)

RECOMMENDATION: Approve Ordinance of the City Council of Castroville, Texas for the voluntary annexation of property within the extraterritorial jurisdiction of the City.

BACKGROUND/DISCUSSION: Per the Alsatian Oaks Development Agreement – Article 6: Annexation -

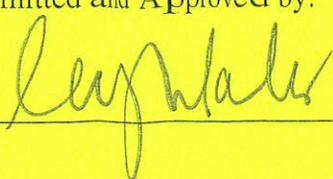
Petition for Annexation into ETJ: the Developer hereby agrees to the voluntary annexation of the portion of the Property outside the City ETJ into the City ETJ, a petition requesting the inclusion of such portion of the Property (the “Non-ETJ Petition”) into the City ETJ. The Non-ETJ Petition is deemed filed by the Developer.

Petition for Annexation into City: the Developer hereby agrees to voluntary, full-purpose annexation of any portion of the Property outside the corporate limits of the City, including the portion of the Property described above into the City, a petition requesting the annexation of the Property (the “ETJ Petition”). The ETJ Petition is deemed filed by the Developer.

City Council Action: City action initiating Property annexation shall occur as soon as practicable after the effective date and after the City’s receipt of the completed Non-ETJ Petition and ETJ-Petition, which shall include the steps required under Chapter 43 for the full-purpose annexation of all Property. Notwithstanding its full-purpose annexation of the Property, provision of City services, including extension of public infrastructure, to the Property shall be made subject the development agreement and no other agreement, regulation, or law.

FISCAL IMPACT/SOURCE OF FUNDING:

Submitted and Approved by:

 8.21.20
Interim City Administrator

ATTACHMENTS/ADDITIONAL INFORMATION:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF CASTROVILLE, TEXAS
FOR THE VOLUNTARY ANNEXATION OF PROPERTY WITHIN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY**

WHEREAS, Texas Local Government Code section 43.028 authorizes the City of Castroville, to extend its City limit boundaries through the voluntary annexation of area adjacent to those boundaries upon petition of a landowner; and

WHEREAS, a petition for annexation for full purposes was approved by City Council on July 14, 2020 for the annexation of 269.407, 14.131, 1.148 acres (Lot 2, Walmart Store. No. 4120-00), and 1.018 acres (Lot 4, Walmart Store No. 4102-00) in the L.M. Collard Survey Number 97, Abstract 1259, Medina County also known as Alsatian Oaks Development as shown more specifically on Exhibit "A"; and

WHEREAS, a petition for annexation into the extraterritorial limits of the City ("etj") was also approved by City Council on July 14, 2020 for the annexation of 131.613, in the L.M. Collard Survey Number 97, Abstract 1259, Medina County as shown more specifically on Exhibit "B"; and

WHEREAS, the property owner also submitted a petition for annexation for full purposes of the 131.613, in the L.M. Collard Survey Number 97, Abstract 1259,, Medina County as shown more specifically on Exhibit "B" and city council also approved such petition on July 14, 2020; and

WHEREAS, a copy of the meeting minutes and complete petition packets is attached hereto as Exhibit "A" and Exhibit "B"; and,

WHEREAS, the property that is to be annexed is the site of the property generally known as the Alsatian Oaks Development; and

WHEREAS, upon passage of this ordinance the property shall be annexed and become part of the City of Castroville.

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

Section 1. The City Council hereby annexes the property for full purposes described herein and as set forth in the attached Exhibit "A".

Section 2. The City Council hereby annexes the property set for in the attached Exhibit "B" in a two-step process and 1) annexes the property for etj purposes described herein and as set forth in the attached Exhibit "B" and 2) annexes the property set for in the attached Exhibit "B" for full purposes.

Section 3. That a certified copy of this Ordinance and the petition packets attached hereto as Exhibit "A" and as Exhibit "B" shall be filed with the Medina County Clerk.

Section 4. That on the effective date of this Ordinance the area described herein and as set forth in Exhibit "A" and Exhibit "B" shall become a part of the City of Castroville and subject to all of the acts and ordinances adopted by the City, and entitled to all rights and privileges extended to all other areas of the City of Castroville.

Section 5. The Mayor, or the Mayor's designee is hereby authorized and directed to have the city's boundary maps revised and execute such documentation as required by law to effectuate the action taken herein.

Section 6. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 7. If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Council that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

Section 8. This ordinance shall be effective immediately from and after passage.

PASSED AND APPROVED this the _____ day of August 2020

DARRIN SCHROEDER, MAYOR PRO TEMPORE

ATTEST:

DEBRA HOWE, CITY SECRETARY

EXHIBIT A and EXHIBIT B
(MINUTES AND VOLUNTARY ANNEXATION PETITION PACKET)

PETITION FOR ANNEXATION

PETITION FOR ANNEXATION
OF LAND INTO THE CITY OF CASTROVILLE EXTRATERRITORIAL
JURISDICTION

TO THE HONORABLE CITY COUNCIL, CITY OF CASTROVILLE, TEXAS:

I or we, HWY 90 Castroville Partners, Ltd., owner(s) of the land described below by metes and bounds and, being contiguous and adjacent land and territory to the present corporate limits of the City of Castroville, Texas, hereby request annexation of the described land into the City of Castroville Extraterritorial Jurisdiction. I (we) understand that the request does not necessarily mean that the land will be annexed into the Extraterritorial Jurisdiction, but that the City will consider the request based upon requests received from other land owners and an evaluation of services to be provided.

Name: HWY 90 CASTROVILLE PARTNERS, LTD.

Address: 900 E. LAKEVIEW DRIVE, MCALLEN, TX 78501 City/State/Zip:

{INSERT LEGAL DESCRIPTION AND/OR ATTACH PLAT & METES AND BOUNDS DESCRIPTION}

Wherefore, petitioners respectfully request that the hereinabove described land be forthwith incorporated into and become a part of the territory of the municipal corporation of the City of Castroville, Medina County, Texas.

Respectfully Submitted,

BY: Robert J. Morehead
Robert J. Morehead, President

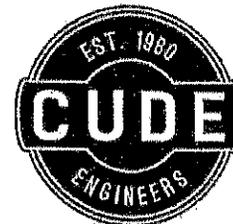
Petitioner(s) Signature

STATE OF TEXAS
COUNTY OF ~~MEDINA~~ HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Morehead, President who having knowledge of the facts contained herein acknowledged to me that he executed the same for the purposes and consideration therein expressed, on this 14th day of May, 2018



[Signature]
Notary Public



**LEGAL DESCRIPTION
131.613 ACRES OF LAND**

131.613 acres of land located in the L.M. Collard Survey Number 97, Abstract Number 1259, Medina County, Texas and being a portion of that certain 383.723 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2013006833, Official Public Records of Medina County, Texas; said 131.613 acres being more particularly described as follows:

BEGINNING, at a found Cotton Spindle marking the northeasterly corner of the said 383.723 acres and the northwesterly corner of that certain called 154.17 acres of land conveyed to Dickerson Tausch Properties, LLC, as described in Document Number 2018002306, Official Public Records of Medina County, Texas;

THENCE, South 00deg 01' 45" West, along the westerly line of the said 154.17 acres, a distance of 2,878.60, to a point;

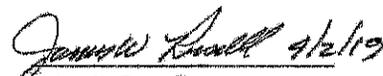
THENCE, crossing the said 383.723 acres and along the Extra Territorial Jurisdiction line (ETJ) of the City of Castroville, the following courses:

Northwesterly, along the arc of a curve to the left having a radius of 2,640.00 feet, a central angle of 25deg 00' 13", an arc length of 1,152.09 feet and a chord bearing: N 50deg 48' 37" W, 1,142.97 feet, to a point;
Northwesterly, along the arc of a curve to the left having a radius of 2,640.00 feet, a central angle of 65deg 31' 42", an arc length of 3,019.33 feet and a chord bearing: N 62deg 00' 24" W, 2,857.44 feet, to a point;
North 89deg 40' 32" West, a distance of 678.20 feet, to a point located in the easterly line of that certain called 140.48 acres of land conveyed to Olan F. Karm, as described in Volume 169, Page 891, Official Public Records of Medina County, Texas;

THENCE, North 00deg 03' 52" East, along the easterly line of the said 140.48 acres, a distance of 841.88 feet, to a found 1/2 inch iron rod with "KÖCKH" cap located in the southerly line of that certain tract of land conveyed to J2G Properties, Ltd., as described in Document Number 20180010053, Official Public Records of Medina County, Texas;

THENCE, South 89deg 34' 19" East, along the southerly line of the said J2G Properties, Ltd. Land, a distance of 4,087.82 feet, to the **POINT OF BEGINNING** and containing 131.613 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).


James W. Russell

Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPLS Firm No. 10048500
TBPE Firm No. 455



J2G PROPERTIES, LTD.
 DOC# 2018001053
 O.P.R.M.C.

OLAN F. KARM
 VOL. 169, PG. 891
 O.P.R.M.C.

REMAINDER OF
 64.5 ACRES
 PATRICIA ANN DECOCK
 WURZBACH
 VOL. 274, PG. 695
 O.P.R.M.C.

KATHY EATON, ET AL
 VOL. 191, PG. 711
 O.P.R.M.C.

LOT 1
 WALMART STORE NO.
 4102-00 SUBDIVISION
 VOL. 10, PGS. 318-322
 M.P.R.M.C.T.

LOT 2
 LOT 3

LOT 4

383.723 ACRES
 HWY 90 CASTROVILLE
 PARTNERS, LTD.
 DOC# 2013006833
 O.P.R.M.C.

REMAINDER OF
 33.360 ACRES
 HWY 90 CASTROVILLE
 PARTNERS, LTD.
 VOL. 763, PG. 378
 O.P.R.M.C.T.

U.S. HIGHWAY 90
 (ROW VARIES)

CITY OF CASTROVILLE
 VOL. 99, PG. 307
 O.P.R.M.C.T.

P.O.B.

DICKERSON TAUSCH PROPERTIES, LLC
 DOC# 2018002306
 O.P.R.M.C.T.

N6°03'52"E
 841.88'

S89°34'19"E
 4087.82'

5,733,079 SF
 131.613 AC

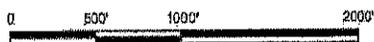
N89°40'32"W
 678.20'

L=3,019.33'
 R=2,640.00'
 Δ=65°31'42"
 Ch=2,857.44'
 ChB=N62°00'24"W

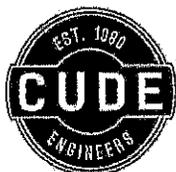
S0°01'45"W
 2878.60'

L=1,152.09'
 R=2,640.00'
 Δ=25°00'13"
 Ch=1,142.97'
 ChB=N50°48'37"W

L.M. COLLARD
 SURVEY
 NUMBER 97
 ABSTRACT NO. 1259



SCALE: 1" = 1000'



CUDE ENGINEERS
 4122 POND HILL RD. • SUITE 101
 SAN ANTONIO, TEXAS 78231
 TEL 210.681.2951 • FAX 210.523.7112
 WWW.CUDEENGINEERS.COM
 TBPE FIRM #455
 TBPLS FIRM #10048500

EXHIBIT OF
 131.613 ACRES OF LAND LOCATED IN THE L.M. COLLARD SURVEY
 NUMBER 97, ABSTRACT NUMBER 1259, MEDINA COUNTY, TEXAS AND
 BEING A PORTION OF THAT CERTAIN 383.723 ACRES OF LAND CONVEYED
 TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN
 DOCUMENT NUMBER 2013006833, OFFICIAL PUBLIC RECORDS OF
 MEDINA COUNTY, TEXAS.

DATE: APRIL 1, 2019

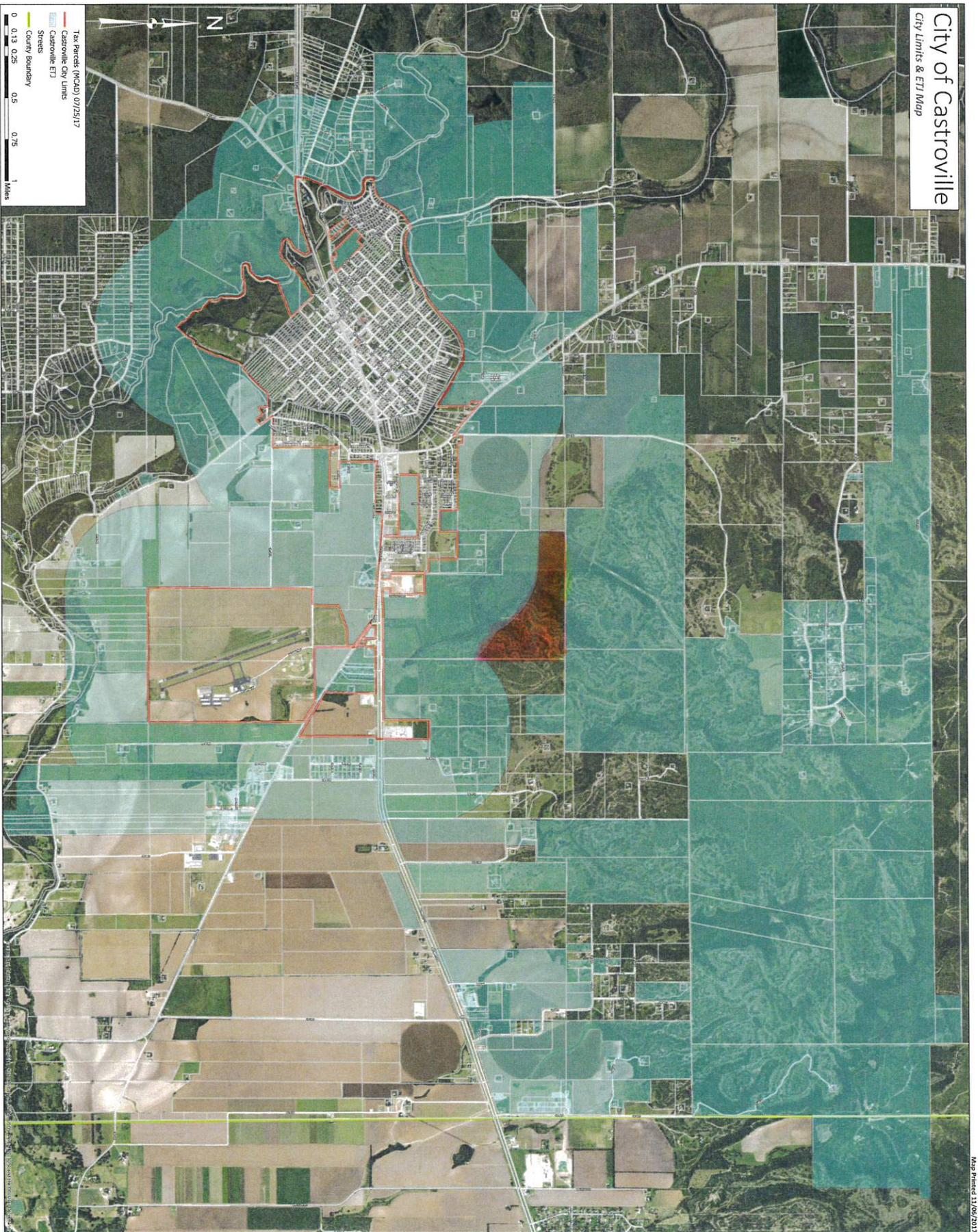
JOB NO.: 02869.060

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REPRODUCTION OF THE ORIGINAL, SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

City of Castroville

City Limits & ETT Map



Disclaimer - The City of Castroville, CA, does not guarantee the accuracy, adequacy, completeness, or timeliness of this information. The map is not a legal document and should not be used for legal purposes. City provides this information on an "as is" basis without warranty of any kind, express or implied, and assumes no responsibility for anyone's use of the information. The appropriate City department should always be contacted for official and current information.

PETITION FOR ANNEXATION
PETITION FOR ANNEXATION
OF LAND INTO THE CITY OF CASTROVILLE

TO THE HONORABLE CITY COUNCIL, CITY OF CASTROVILLE, TEXAS:

I or we, HWY 90 Castroville Partners, Ltd., owner(s) of the land described below by metes and bounds and, being contiguous and adjacent land and territory to the present corporate limits of the City of Castroville, Texas, hereby request annexation of the described land into the City of Castroville. I (we) understand that the request does not necessarily mean that the land will be annexed, but that the City will consider the request based upon requests received from other land owners and an evaluation of services to be provided.

Name: HWY 90 CASTROVILLE PARTNERS, LTD.

Address: 900 E. LAKEVIEW DRIVE, MCALLEN, TX 78501

City/State/Zip:

{INSERT LEGAL DESCRIPTION AND/OR ATTACH PLAT & METES AND BOUNDS DESCRIPTION}

Wherefore, petitioners respectfully request that the hereinabove described land be forthwith incorporated into and become a part of the territory of the municipal corporation of the City of Castroville, Medina County, Texas.

Respectfully Submitted,

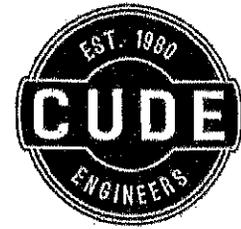
BY: *Robert J. Morehead*
Petitioner(s) Signature

STATE OF TEXAS
COUNTY OF ~~MEDINA~~ HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Morehead, President who having knowledge of the facts contained herein acknowledged to me that he executed the same for the purposes and consideration therein expressed, on this 14th day of May, 2020.



[Signature]
Notary Public



LEGAL DESCRIPTION
131.613 ACRES OF LAND

131.613 acres of land located in the L.M. Collard Survey Number 97, Abstract Number 1259, Medina County, Texas and being a portion of that certain 383.723 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2013006833, Official Public Records of Medina County, Texas; said 131.613 acres being more particularly described as follows:

BEGINNING, at a found Cotton Spindle marking the northeasterly corner of the said 383.723 acres and the northwesterly corner of that certain called 154.17 acres of land conveyed to Dickerson Tausch Properties, LLC, as described in Document Number 2018002306, Official Public Records of Medina County, Texas;

THENCE, South 00deg 01' 45" West, along the westerly line of the said 154.17 acres, a distance of 2,878.60, to a point;

THENCE, crossing the said 383.723 acres and along the Extra Territorial Jurisdiction line (ETJ) of the City of Castroville, the following courses:

Northwesterly, along the arc of a curve to the left having a radius of 2,640.00 feet, a central angle of 25deg 00' 13", an arc length of 1,152.09 feet and a chord bearing: N 50deg 48' 37" W, 1,142.97 feet, to a point;
Northwesterly, along the arc of a curve to the left having a radius of 2,640.00 feet, a central angle of 65deg 31' 42", an arc length of 3,019.33 feet and a chord bearing: N 62deg 00' 24" W, 2,857.44 feet, to a point;
North 89deg 40' 32" West, a distance of 678.20 feet, to a point located in the easterly line of that certain called 140.48 acres of land conveyed to Olan F. Karm, as described in Volume 169, Page 891, Official Public Records of Medina County, Texas;

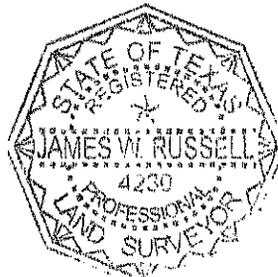
THENCE, North 00deg 03' 52" East, along the easterly line of the said 140.48 acres, a distance of 841.88 feet, to a found ½ inch iron rod with "KOCH" cap located in the southerly line of that certain tract of land conveyed to J2G Properties, Ltd., as described in Document Number 20180010053, Official Public Records of Medina County, Texas;

THENCE, South 89deg 34' 19" East, along the southerly line of the said J2G Properties, Ltd. Land, a distance of 4,087.82 feet, to the **POINT OF BEGINNING** and containing 131.613 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

James W. Russell 4/2/19

James W. Russell
Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPLS Firm No. 10048500
TBPE Firm No. 455



J2G PROPERTIES, LTD.
 DOC# 2018001053
 O.P.R.M.C.

P.O.B.

OLAN F. KARM
 VOL. 169, PG. 891
 O.P.R.M.C.

N0°03'52"E
 841.88'

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 4087.82'

5,733,079 SF
 131.613 AC

ET L LINE

N89°40'32"W
 678.20'

L=3,019.33'
 R=2,640.00'
 Δ=65°31'42"
 Ch=2,857.44'
 ChB=N62°00'24"W

S0°01'45"W
 2878.50'

DICKERSON TAUSCH PROPERTIES, LLC
 DOC# 2018002506
 O.P.R.M.C.T.

REMAINDER OF
 64.5 ACRES
 PATRICIA ANN DECOCK
 WURZBACH
 VOL. 274, PG. 695
 O.P.R.M.C.

KATHY EATON, ET AL
 VOL. 191, PG. 711
 O.P.R.M.C.

L=1,152.09'
 R=2,640.00'
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383.723 ACRES
 HWY 90 CASTROVILLE
 PARTNERS, LTD.
 DOC# 2013006833
 O.P.R.M.C.

LOT 1
 WALMART STORE NO.
 4102-00 SUBDIVISION
 VOL. 10, PGS. 318-322
 M.P.R.M.C.T.

TONDRE
 PARKWAY

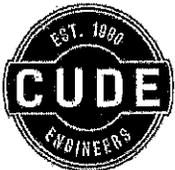
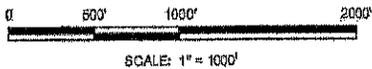
LOT 2
 LOT 3

REMAINDER OF
 33.360 ACRES
 HWY 90 CASTROVILLE
 PARTNERS, LTD.
 VOL. 763, PG. 378
 O.P.R.M.C.T.

LOT 4

U.S. HIGHWAY 90
 (ROW VARIES)

CITY OF CASTROVILLE
 VOL. 99, PG. 307
 O.P.R.M.C.T.



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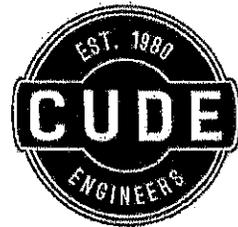
EXHIBIT OF
 131.613 ACRES OF LAND LOCATED IN THE L.M. COLLARD SURVEY
 NUMBER 97, ABSTRACT NUMBER 1259, MEDINA COUNTY, TEXAS AND
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 MEDINA COUNTY, TEXAS.

DATE: APRIL 1, 2019

JOB NO.: 02869.060

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REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND JOB ELECTRONIC MEDIA MAY HAVE BEEN UNADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.



**LEGAL DESCRIPTION
269.407 ACRES OF LAND**

269.407 acres of land located in the L.M. Collard Survey Number 97, Abstract Number 1259, Medina County, Texas and being comprised of that certain 383.723 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2013006833, Official Public Records of Medina County, Texas; that certain 2.00 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2013006835, Official Public Records of Medina County, Texas; that certain 2.00 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2013006836, Official Public Records of Medina County, Texas and a portion of that certain 33.360 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Volume 763, Page 378, Official Public Records of Medina County, Texas; said 269.407 acres being more particularly described as follows:

BEGINNING, at a found 5/8 inch iron rod with "ROTHER" cap located in the northerly right of way line of U.S. Highway 90 (US 90) and marking the southeasterly corner of an unnamed right of way (now referred to as Tondre Parkway) as shown on the plat of Walmart Store No. 4102-00, as recorded in Volume 10, Pages 318-322, Map and Plat Records of Medina County, Texas;

THENCE, along the easterly and northerly right of way lines of said Tondre Parkway, the following courses:

North 00deg 19' 45" East, a distance of 120.96 feet, to a found 5/8 inch iron rod;
North 05deg 05' 34" East, a distance of 60.21 feet, to a found 5/8 inch iron rod with "TERRA" cap;
North 00deg 19' 45" East, a distance of 838.11 feet, to a set 1/2 inch iron rod with "CUDE" cap;
Northeasterly, along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 50deg 40' 49", an arc length of 26.54 feet and a chord bearing: N 25deg 47' 06" E, 25.68 feet, to a set 1/2 inch iron rod with "CUDE" cap;
Westerly, along the arc of a curve to the left having a radius of 65.00 feet, a central angle of 230deg 51' 40", an arc length of 261.90 feet and a chord bearing: N 64deg 15' 40" W, 117.40 feet, to a found 5/8 inch iron rod with "TERRA" cap located in the easterly line of Lot 1 of said Walmart Store No. 4102-00 subdivision;

THENCE, along the easterly and northerly lines of said Lot 1, the following courses:

North 00deg 18' 27" East, a distance of 258.88 feet, to a found 5/8 inch iron rod with "TERRA" cap;
South 89deg 42' 21" West, a distance of 630.52 feet, to a found 5/8 inch iron rod with "ROTHER" cap; said rod being located in the easterly line of that certain called 25.7512 acres of land conveyed to Kathy Eaton, et al, as described in Volume 191, Page 711, Official Public Records of Medina County, Texas;

THENCE, along the easterly and northerly lines of the said 25.7512 acres, the following courses:

North 00deg 20' 52" East, a distance of 2,513.10 feet, to a found P.K. Nail;
North 88deg 58' 15" West, a distance of 660.43 feet, to a found P.K. Nail;
North 56deg 59' 23" West, a distance of 883.43 feet, to a found 5/8 inch iron rod located in the easterly line of the remainder of a called 64.5 acres of land conveyed to Patricia Ann DeCock Wurzbach, as described in Volume 274, Page 695, Official Public Records of Medina County, Texas

THENCE, North 00deg 03' 52" East, along the easterly line of the said remainder of the 64.5 acres and the easterly line of that certain called 140.48 acres of land conveyed to Olan F. Karm, as described in Volume 169, Page 891, Official Public Records of Medina County, Texas, a distance of 700.83 feet, to a point;

THENCE, crossing the said 383.723 acres and along the Extra Territorial Jurisdiction line (ETJ) of the City of Castroville, the following courses:

South 89deg 40' 32" East, a distance of 678.20 feet, to a point;
Southeasterly, along the arc of a curve to the right having a radius of 2,640.00 feet, a central angle of 65deg 31' 42",
an arc length of 3,019.33 feet and a chord bearing: S 62deg 00' 24" E, 2,857.44 feet, to a point;
Southeasterly, along the arc of a curve to the right having a radius of 2,640.00 feet, a central angle of 25deg 00' 13",
an arc length of 1,152.09 feet and a chord bearing: S 50deg 48' 37" E, 1,142.97 feet, to a point located in the westerly
line of that certain called 154.17 acres of land conveyed to Dickerson Tausch Properties, LLC, as described in
Document Number 2018002306, Official Public Records of Medina County, Texas;

THENCE, South 00deg 01' 45" West, along the westerly line of the said 154.17 acres, a distance of 2,926.98 feet, to a found 5/8
inch iron rod with "ROTHE" cap marking the northeasterly corner of that certain called 0.02 acres of land conveyed to the City
of Castroville, as described in Volume 99, Page 307, Official Public Records of Medina County, Texas;

THENCE, along the northerly and westerly lines of the said 0.02 acres, the following courses:

South 89deg 54' 24" West, a distance of 34.00 feet, to a set 1/2 inch iron rod with "CUDE" cap;
South 00deg 01' 45" West, a distance of 26.89 feet, to a set 1/2 inch iron rod with "CUDE" cap located in the northerly
right of way line of said US 90;

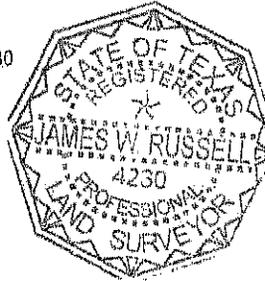
THENCE, along the northerly right of way line of said US 90, the following courses:

South 89deg 54' 08" West, a distance of 1,217.36 feet, to a set 1/2 inch iron rod with "CUDE" cap;
Westerly, along the arc of a curve to the left having a radius of 5,804.58 feet, a central angle of 03deg 06' 35", an arc
length of 315.04 feet and a chord bearing: S 88deg 21' 05" W, 315.00 feet, to a found 5/8 inch iron rod;
South 86deg 47' 08" West, a distance of 422.17 feet, to the **POINT OF BEGINNING** and containing 269.407 acres of
land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

James W. Russell 4/2/19

James W. Russell
Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPLS Firm No. 10048500
TBPE Firm No. 455



J2G PROPERTIES, LTD.
 DOC# 2018001053
 O.P.R.M.C.

OLAN F. KARM
 VOL. 169, PG. 891
 O.P.R.M.C.

REMAINDER OF
 64.5 ACRES
 PATRICIA ANN DECOCK
 WURZBACH
 VOL. 274, PG. 695
 O.P.R.M.C.

KATHY EATON, ET AL
 VOL. 191, PG. 711
 O.P.R.M.C.

DICKERSON TAUSCH PROPERTIES, LLC
 DOC# 2018002306
 O.P.R.M.C.T.

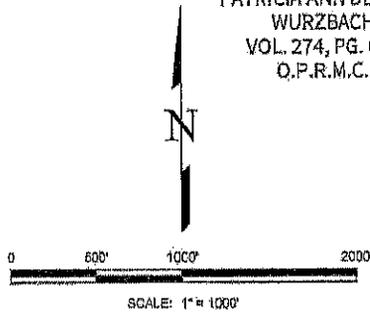
11,735,350 SF
 269,407 AC
 383.723 ACRES
 HWY 90 CASTROVILLE
 PARTNERS, LTD.
 DOC# 2013006833
 O.P.R.M.C.

LOT 1
 WALMART STORE NO.
 4102-00 SUBDIVISION
 VOL. 10, PGS. 318-322
 M.P.R.M.C.T.

REMAINDER OF
 33.360 ACRES
 HWY 90 CASTROVILLE
 PARTNERS, LTD.
 VOL. 763, PG. 378
 O.P.R.M.C.T.

CITY OF CASTROVILLE
 VOL. 99, PG. 307
 O.P.R.M.C.T.

U.S. HIGHWAY 90
 (ROW VARIES)

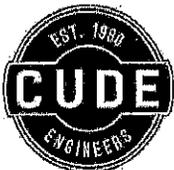


LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N00°19'45"E	120.96'
L2	N05°05'34"E	60.21'
L3	N00°19'45"E	838.11'
L4	N00°18'27"E	258.88'
L5	S89°42'21"W	630.52'
L6	N00°20'52"E	2513.10'
L7	N88°58'15"W	660.43'
L8	N56°59'23"W	883.43'
L9	N00°03'52"E	700.83'
L10	S89°40'32"E	678.20'
L11	S00°01'45"W	2926.98'
L12	S89°54'24"W	34.00'
L13	S00°01'45"W	26.69'
L14	S89°54'08"W	1217.36'
L15	S86°47'08"W	422.17'

CURVE TABLE

CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	050°40'49"	26.54'	30.00'	N25°47'06"E	25.68'
C2	230°51'40"	261.90'	65.00'	N64°15'40"W	117.40'
C3	065°31'42"	3019.33'	2640.00'	S62°00'24"E	2857.44'
C4	025°00'13"	1152.09'	2640.00'	S50°48'37"E	1142.97'
C5	003°06'35"	315.04'	5804.58'	S88°21'05"W	315.00'



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 SAN ANTONIO, TEXAS 78231
 TEL 210.681.2951 • FAX 210.523.7112
 WWW.CUDEENGINEERS.COM
 TBPE FIRM #455
 TBPLS FIRM #10048500

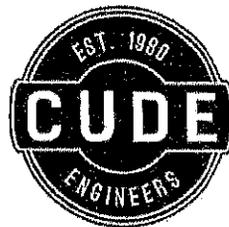
269,407 ACRES OF LAND LOCATED IN THE L.M. COLLARD SURVEY NUMBER 97, ABSTRACT NUMBER 1259, MEDINA COUNTY, TEXAS AND BEING COMPRISED OF THAT CERTAIN 383.723 ACRES OF LAND CONVEYED TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN DOCUMENT NUMBER 2013006833, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS; THAT CERTAIN 2.00 ACRES OF LAND CONVEYED TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN DOCUMENT NUMBER 2013006833, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS; THAT CERTAIN 2.00 ACRES OF LAND CONVEYED TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN DOCUMENT NUMBER 2013006833, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS AND A PORTION OF THAT CERTAIN 33.360 ACRES OF LAND CONVEYED TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN VOLUME 763, PAGE 378, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS.

DATE: APRIL 1, 2019

JOB NO.: 02869.060

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REPRODUCTION OF THE ORIGINAL, SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING THE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.



LEGAL DESCRIPTION
14.131 ACRES OF LAND

A 14.131 acre tract of land located in the L. M. Collard Survey No. 97, Abstract No. 1259, Medina County, Texas, and being all of that certain 13.470 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2015003983, Official Public Records of Medina, County, Texas and all of that certain 0.660 acres of land conveyed to HWY 90 Castroville Partners, Ltd., as described in Document Number 2015003984, Official Public Records of Medina, County, Texas said 14.131 acre tract being more particularly described as follows:

BEGINNING, at a found 1/2" iron rod with red plastic cap stamped "CAREY 4454" located on the southerly right-of-way line of U.S. Highway 90, a varying width right-of-way, marking the northeasterly corner of said 13.470 acre tract and the northwesterly corner of a called 45.172 acre tract, conveyed to Marshal Persyn and wife, Joy Persyn, recorded in Volume 163, Page 281, Deed Records of Medina County, Texas,

THENCE, South 00deg 06' 32" West, along the easterly line of said 13.470 acre tract and the westerly line of said 45.172 acre tract, a distance of 848.42 feet to a found 1/2" iron rod with red plastic cap stamped "MW CUDE";

THENCE, North 88deg 47' 39" West, along the southerly line of the said 13.470 acres, a distance of a distance of 732.96 feet to a found 1/2" iron rod with red plastic cap stamped "MW CUDE";

THENCE, along the westerly line of the said 13.470 acres and the westerly line of the said 0.660 acres, the following courses:

- North 00deg 06' 32" East, at a distance of 143.09 feet, passing a found 1/2" iron rod with red plastic cap stamped "MW CUDE marking the southwesterly corner of the said 0.660 acres, a total distance of 256.02 feet, found 1/2" iron rod with red plastic cap stamped "CAREY 4454";
- North 04deg 00' 22" East, a distance of 617.46 feet, to a found 1/2" iron rod with red plastic cap stamped "CAREY 4454" located on the southerly right-of-way line of U.S. Highway 90;

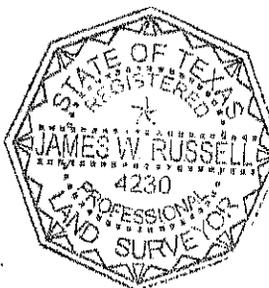
THENCE, along the southerly right-of-way line of U.S. Highway 90 the following courses:

- South 85deg 44' 39" East, at a distance of 40.00 feet passing a found 1/2" iron rod with red plastic cap stamped "MW CUDE, a total distance of 335.24 feet to a found 1/2" iron rod with red plastic cap stamped "CAREY 4454";
- Easterly, along the arc of a curve to the left having a radius of 5,809.58 feet, a central angle of 03deg 31' 08", an arc length of 356.80 feet and a chord bearing: S 87deg 44' 03" E, 356.75 feet, to the **POINT OF BEGINNING** and containing 14.131 acres of land, more or less

Note: Basis of Bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

James W. Russell 4/2/19
James W. Russell

Registered Professional Land Surveyor No. 4230
CuDe Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPLS Firm No. 10048500
TBPE Firm No. 455
Job No. 02869.006



U.S. HIGHWAY 90
(ROW VARIES)

KELLER GRAIN INC.
VOL. 298, PG. 744
VOL. 273, PG. 149
VOL. 397, PG. 338
O.P.R.M.C.

S85°44'39"E 295.24'

S85°44'39"E
40.00'

L=356.80'
R=5,809.58'
Δ=3°31'08"
Ch=356.75'
ChB=S87°44'03"E

P.O.B.

617.46'

N04°00'22"E

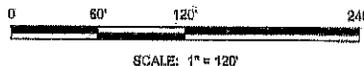
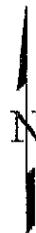
N0°06'32"E
256.02

S00°06'32"W

MARSHEL & JOY PERSYN
VOL. 163, PG. 281
D.R.M.C.T.

615,542 SF
14.131 AC
13.470 ACRES
HWY 90 CASTROVILLE
PARTNERS, LTD
DOC# 2015003983
O.P.R.M.C.

0.660 ACRE
HWY 90 CASTROVILLE
PARTNERS, LTD.
DOC# 2015003984
O.P.R.H.C.T.

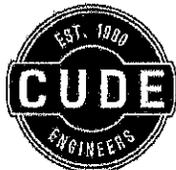


848.42'

N88°47'39"W

732.96'

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TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE FIRM #455
TBPLS FIRM #10048500

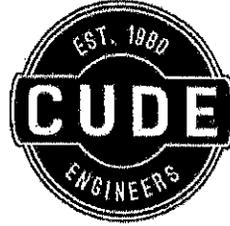
EXHIBIT OF

A 14.131 ACRE TRACT OF LAND LOCATED IN THE L. M. COLLARD SURVEY NO. 97, ABSTRACT NO. 1259, MEDINA COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 13.470 ACRES OF LAND CONVEYED TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN DOCUMENT NUMBER 2015003983, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS AND ALL OF THAT CERTAIN 0.660 ACRES OF LAND CONVEYED TO HWY 90 CASTROVILLE PARTNERS, LTD., AS DESCRIBED IN DOCUMENT NUMBER 2015003984, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS.

DATE: APRIL 1, 2019

JOB NO: 02859.060

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTRACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

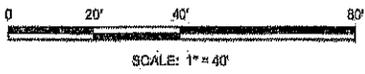


Page 1 of 1

LEGAL DESCRIPTION
LOT 2
WALMART STORE NO. 4102-00

1.148 acres of land located in the L. M. Collard Survey No. 97, Abstract No. 1259, Medina County, Texas, and being all of Lot 2, Walmart Store No. 4102-00 subdivision, according to the map or plat thereof recorded in Volume 10, Pages 318-322, Map and Plat Records of Medina County, Texas.

LOT 1
WALMART STORE NO.
4102-00 SUBDIVISION
VOL. 10, PGS. 318-322
M.P.R.M.C.T.



LOT 3
WALMART STORE NO.
4102-00 SUBDIVISION
VOL. 10, PGS. 318-322
M.P.R.M.C.T.

50,022 SF
1.148 AC

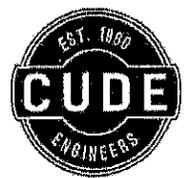
LOT 2
WALMART STORE NO.
4102-00 SUBDIVISION
VOL. 10, PGS. 318-322
M.P.R.M.C.T.

L=166.02'
R=5,654.58'
 $\Delta=1^{\circ}40'56''$
Ch=166.02'
ChB= $588^{\circ}43'44''$ W

U.S. HIGHWAY 90
(ROW VARIES)

TONDRE PARKWAY (60' ROW) VOL. 10, PGS. 318-322 M.P.R.M.C.T.

- 1 = SET 1/2" IRON ROD WITH CAP STAMPED "CUDE"
- 2 = FOUND 5/8" IRON ROD WITH CAP STAMPED "TERRA"
- 3 = FOUND 5/8" IRON ROD WITH CAP STAMPED "ROTHE"



CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE FIRM #455
TBPLS FIRM #10048500

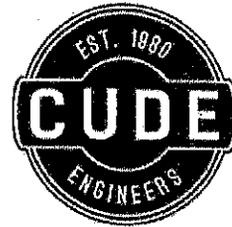
EXHIBIT OF
1.148 ACRES OF LAND LOCATED IN THE L. M. COLLARD SURVEY NO. 97,
ABSTRACT NO. 1259, MEDINA COUNTY, TEXAS, AND BEING ALL OF LOT 2,
WALMART STORE NO. 4102-00 SUBDIVISION, ACCORDING TO THE MAP OR
PLAT THEREOF RECORDED IN VOLUME 10, PAGES 318-322, MAP AND PLAT
RECORDS OF MEDINA COUNTY, TEXAS.

DATE: APRIL 1, 2019

JOB NO.: 02869.060

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REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INCOMPLETELY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

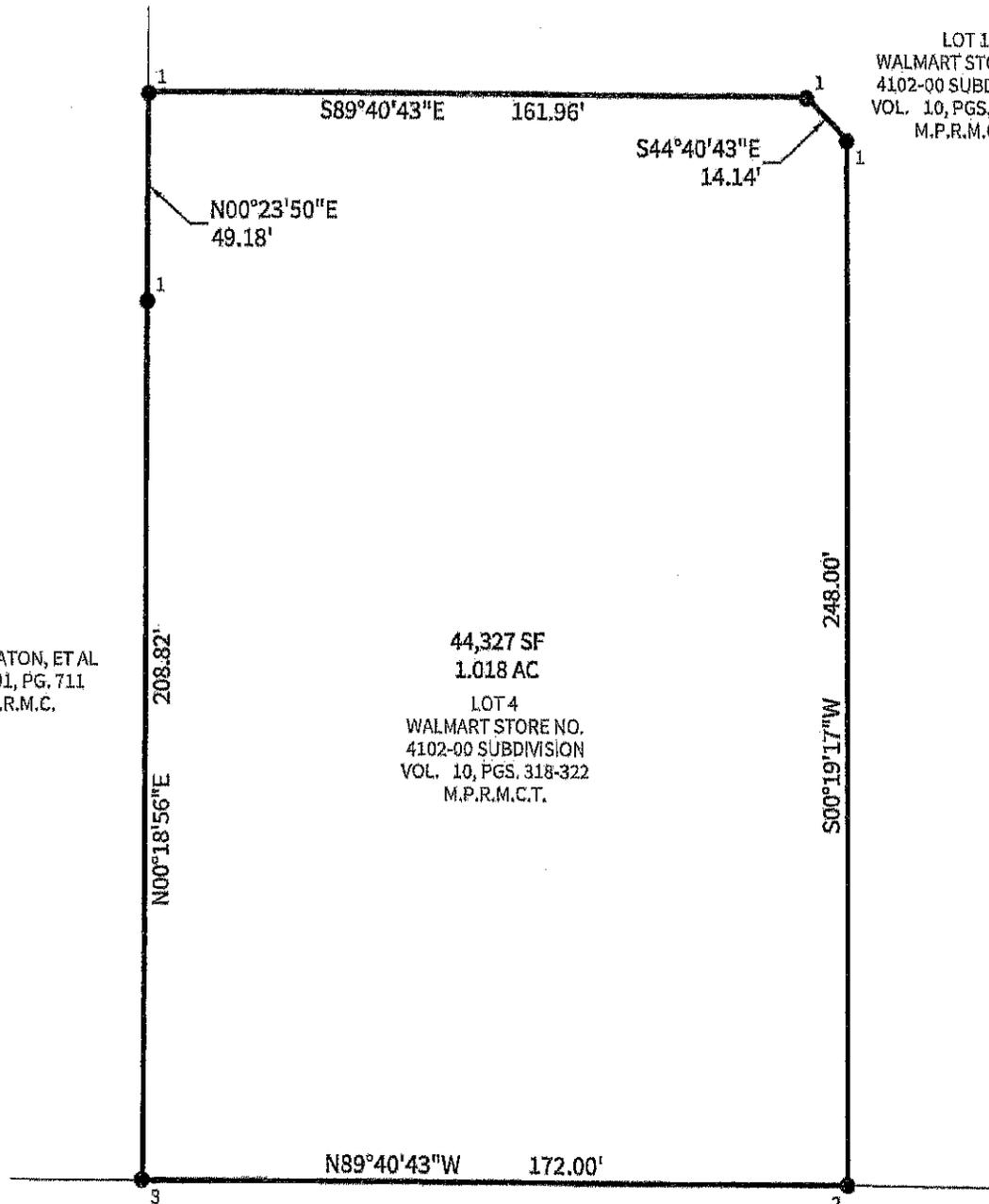


Page 1 of 1

LEGAL DESCRIPTION
LOT 4
WALMART STORE NO. 4102-00

1.018 acres of land located in the L. M. Collard Survey No. 97, Abstract No. 1259, Medina County, Texas, and being all of Lot 4, Walmart Store No. 4102-00 subdivision, according to the map or plat thereof recorded in Volume 10, Pages 318-322, Map and Plat Records of Medina County, Texas.

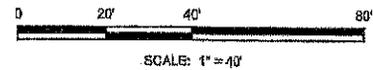
LOT 1
WALMART STORE NO.
4102-00 SUBDIVISION
VOL. 10, PGS. 318-322
M.P.R.M.C.T.



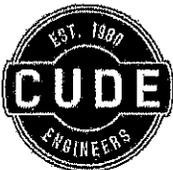
KATHY EATON, ET AL
VOL. 191, PG. 711
O.P.R.M.C.

44,327 SF
1.018 AC
LOT 4
WALMART STORE NO.
4102-00 SUBDIVISION
VOL. 10, PGS. 318-322
M.P.R.M.C.T.

U.S. HIGHWAY 90
(ROW VARIES)



- 1 = SET 1/2" IRON ROD WITH CAP STAMPED "CUDE"
- 2 = FOUND 5/8" IRON ROD WITH CAP STAMPED "TERRA"
- 3 = FOUND 5/8" IRON ROD WITH CAP STAMPED "ROTHE"



CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE FIRM #455
TBPLS FIRM #10048500

EXHIBIT OF
1.018 ACRES OF LAND LOCATED IN THE L. M. COLLARD SURVEY NO. 97,
ABSTRACT NO. 1259, MEDINA COUNTY, TEXAS, AND BEING ALL OF LOT 4,
WALMART STORE NO. 4102-00 SUBDIVISION, ACCORDING TO THE MAP
OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 318-322, MAP AND
PLAT RECORDS OF MEDINA COUNTY, TEXAS.

DATE: APRIL 1, 2019

JOB NO.: 02859.060

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REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

Mayor Pro Tem Schroeder said he had a few corrections on July 1, 2020 meeting minutes. Completion of his title and spelling of his first name. The corrections were noted by City Secretary Debra Howe.

A motion was made by Councilmember Carey and duly seconded by Councilmember King to approve the consent agenda. A vote was taken (5:0 all ayes) the motion carried by all present.

VII. Discussion and appropriate action on approving the Gas Operations and Maintenance Contract with CPS. (John Gomez, Public Works Director)

Public Works Director John Gomez briefed the city council on the operations and maintenance contract with CPS. Linda Rodriguez, Local Government Relations for CPS, was on the call in for any questions. All the councilmembers and staff had been briefed on the new contract by Ms. Rodriguez in a series of teleconferences and no one had any additional questions. Mr. Gomez said he wished to have the contract coincide with the city's fiscal year and have a start date of October 1.

A motion was made by Councilmember Carey and duly seconded by Councilmember King to approve the Gas Operations and Maintenance Contract with CPS to go into effect October 1, 2020. A vote was taken (5:0 all ayes) the motion carried by all present.

VIII. Discussion and appropriate action on a petition submitted by Hwy 90 Castroville Partners LTD for the annexation of 131.613, 269.407, 14.131, 1.148 (Lot 2, Walmart Store No. 4120-00), and 1.018 (Lot 4, Walmart Store No. 4102-00) acres in the L.M. Collard Survey Number 97, Abstract 1259, Medina County also known as Alsatian Oaks Development; Property is located adjacent to Walmart 1151 Hwy 90 E, Castroville, Texas.

City Secretary Debra Howe briefed the city council on the city receiving a petition from Castroville Partners, LTD for the purpose of annexation. Will Collins was on the call in for any questions. This request was part of the Alsatian Oaks Development Agreement. The city council did not have any questions.

A motion was made by Councilmember King and duly seconded by Councilmember Carey to accept the petition submitted by Hwy 90 Castroville Partners LTD for the annexation of 131.613, 269.407, 14.131, 1.148 (Lot 2, Walmart Store No. 4120-00), and 1.018 (Lot 4, Walmart Store No. 4102-00) acres in the L.M. Collard Survey Number 97, Abstract 1259, Medina County also known as Alsatian Oaks Development; Property is located adjacent to Walmart 1151 Hwy 90 E, Castroville, Texas. A vote was taken (5:0 all ayes) the motion carried by all present.

IX. Discussion and appropriate action on an ordinance amending Ordinance 2009-006 Council Policies and Procedures. (Debra Howe, City Secretary)

City Secretary Debra Howe briefed the city council on the draft ordinance provided in the council packet. Ms. Howe said at a previous meeting the council had received the draft for review with minor changes provided by the previous city attorney. City Attorney Cynthia Trevino said the new ordinance emphasize the roll of the mayor and a few legislative changes. City Secretary Howe said the change in meeting times from 6pm to 5pm could be decided at this time.



CITY COUNCIL AGENDA REPORT

DATE: 8/19/2020

AGENDA OF: Devin Fredrickson – Parks and Streets Director

DEPARTMENT: Parks and Rec

SUBJECT: Purchase of Service Body Truck for Buildings/Grounds

RECOMMENDATION:

- Purchase of a 2020 Chevrolet 2500HD Service Body Truck
-

BACKGROUND:

Purchase the 2020 Chevrolet 2500HD to replace current 2003 F150. Truck was set to be replaced in 2018-2019 but was put on hold due to totaled vehicles and internal changes in city. By replacing this truck with a service body will save the city time and overall money by being able to stock vehicle with necessary parts.

FISCAL IMPACT/SOURCE OF FUNDING:

50909-906 \$37,522.00

ATTACHMENTS:

- Quotes/ Vehicle details

Submitted by: Devin Fredrickson

Approved by:





Vehicle Locator

Detail Report for Customer

THE ANCIIRA-WINTON CHEVROLET, INC.
 8111 BANDERA AT WURZBACH, SAN ANTONIO, TX, 78238
 210-681-4960

Customer/Company:
 Address:

Sales Consultant:

JUDE FOWLER

Vehicle #1: 2020 Chevrolet 2500HD Silverado	VIN/Order #	MSRP	Stock #
	1GC0WLE77LF237561	\$37,830.00	CL5852

Additional Vehicle Information

GM Marketing Information

Body Style: CC20903-LWB, 2WD, Reg Cab Pickup
 PEG: 1WT-Work Truck Preferred Equipment Group
 Primary Color: GAZ-Summit White
 Trim: H1T-1WT/1CX/2CX-Cloth, Jet Black, Interior Trim
 Engine: L8T-Engine: 6.6L, V-8, SIDI
 Transmission: MYD-6-Speed Automatic

Options: 1WT-Work Truck Preferred Equipment Group
 A52-Seats: Front 40/20/40 Split Bench
 AKO-Glass, Deep Tinted
 AQQ-Keyless Remote Entry
 AU3-Power Door Locks
 BG9-Floor Covering: Rubberized Vinyl, Black
 C49-Defogger, Rear Window, Electric
 C4M-GVW Rating 9900 Lbs
 DBG-Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator
 E63-Durabed
 FE9-Federal Emissions
 G80-Locking Differential, Rear
 GAZ-Summit White
 GT4-Rear Axle: 3.73 Ratio
 H1T-1WT/1CX/2CX-Cloth, Jet Black, Interior Trim
 IOR-Chevrolet Infotainment, 8" Color Screen
 JL1-Integrated Trailer Brake Controller
 K34-Cruise Control

K47-Air Cleaner, High Capacity
 KC4-Cooler, Engine Oil
 KNP-Transmission Cooling System
 KW7-Alternator, 170 AMP
 L8T-Engine: 6.6L, V-8, SIDI
 MYD-6-Speed Automatic
 PCV-1WT Convenience 1 Package
 PYN-Wheels: 17" Steel, Painted
 QHQ-Tires: LT245/75 R17E All Season, Blackwall
 QT5-Tailgate Function-EZ Lift, Power Lock & Release
 SAF-Spare Tire Lock
 UVC-Rear Vision Camera
 UY2-Wiring Provisions: Camper
 V76-Recovery Hooks
 VK3-Front License Plate Mounting Provisions
 Z82-Trailer Package
 ZHQ-Tire, Spare: LT245/75 R17 All Season, Blackwall

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

3/4 Single CAB
 w/ Service BODY

37,522.00



Knapheide Truck Equipment - San Antonio
 6324 E Bandera Rd
 City of Leon Valley TX 78238
 Phone:
 Fax:

QUOTATION

Quote ID: RF00002791

Page 1 of 3

Customer: ANCIRA WINTON CHEVROLET INC
 6111 BANDERA RD
 SAN ANTONIO TX 78238

Quote Number: RF00002791
Quote Date: 8/13/2020
Quote valid until: 9/12/2020

Contact:
 Phone: 210-681-4900
 Fax: 21052335

By: Prepared rflippin
Salesperson: RACHAEL FLIPPIN
PO#:

Enduser:

Make: CHEVROLET	Model: SILVERADO 2500 CHASSIS CAB	Year: 2020	Single/Dual: SRW
Cab Type: REGULAR	Wheelbase: 142.0	Cab-to-Axle: 56.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		Fixed Priced Models		
1	696-K	MODEL 696J SERVICE BODY PAINTED SINGLE STAGE WHITE 8' SERVICE BODY FITS 56CA SRW CHASSIS		
1	KNAP 696-S	PRICES INCLUDE THE FOLLOWING STANDARD FEATURES: 40" HIGH SIDE PACKS 14-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL SHELL EXCLUSIVE "RETURN FLANGE" FLOOR 20-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL COMPARTMENT DOORS NEOPRENE COMPARTMENT DOOR SEALS CONTINUOUS STAINLESS STEEL HINGES AUTOMOTIVE QUALITY ROTARY-STYLE LATCHES ADJUSTABLE SECURITY DOOR RING STRIKERS INTERIOR LATCH COVERS DOUBLE-SPRING OVER-CENTER DOOR RETAINER 250-LB CAPACITY ADJUSTABLE SHELVES OEM SPECIFIC INSTALLATION KITS-(MUST BE ORDERED SEPARATELY) SLAM LOCK TAILGATE INTERIOR LIGHT GUARDS SURFACE MOUNT REAR LIGHTS, LED S/T/T & B/U, BUILT IN REFLECTIVITY, UPGRADABLE (8) PATTERN STROBES-(MUST BE ORDERED SEPARATELY) ELECTRODEPOSITION PRIME PAINT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE FRONT VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT * AUTOMOTIVE QUALITY ROTARY LATCHES & DOUBLE SPRING OVER CENTER DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE * LIGHT MOUNTING HOLES FOR KNAPHEIDE LIGHTS		
1	KNAP 20128850	LED SURFACE MOUNT STOP/TURN/TAI LIGHTS FOR STEEL SERVICE BODY (80" & WIDER BODY ALSO ORDER 20170980) - LOOSE		
1	DUPO RTS-WHITE	DUPONT WHITE/READY TO SPRAY		



Knapheide Truck Equipment - San Antonio
 6324 E Bandera Rd
 City of Leon Valley TX 78238
 Phone:
 Fax:

QUOTATION

Quote ID: RF00002791

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QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KTEC 00-CWT	CERTIFIED WEIGHT TICKET		
1	WESH WHCSSFB-GM29K	29 DEGREE SS FULE FILL CUP		
25	MISC SUPPLIES	SHOP SUPPLIES		
1	KNAP 26203802	MOUNTING KIT, GM (2001 & 2019) KUVCC & (2011 & 2019) SERVICE BODIES - LOOSE		
1	KNAP 20205140	78" WIDE GALVA-GRIP BUMPER WITH HITCH RECESS, 2020 & NEWER GM SRW PICKUP BED REMOVAL WITH FACTORY HITCH, PRIME - LOOSE		
1	KNAP 20217660	MOUNT KIT GM 2020+ 56CA W/O FACTORY HITCH 2020+ GM 25/3500		
1				
1	INS OEM CAMERA	INSTALL OEM BACK UP CAMERA		
1	BUYE 3034789	HITCH UNIVERSAL FIT SERVICE BODY W/44in		
1	POLL 11-893	RV 7-WAY SOCKET PLUG N PLAY		
1	POLL 11-998	RV 7-WAY ADAPTER HARNESS		

Quote Total: \$6,801.00

Discount: \$0.00

Total Due(Sales tax not included): \$6,801.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
1	MASTER LOCKING SYSTEM FOR ALL COMPACT, 80", 82", 96", 108" SERVICE BODIES, & 6107HC LINE BODIES - INSTALLED	\$403.10	\$403.10	Yes / No

Notes:

CITY OF CASTROVILLE

KNAP 696 ON CC20903 56" CA SRW

PAINTED WHITE

INCLUDES HITCH AND 7 WAY PLUG

INCLUDES FACTORY OEM BACKUP CAMERA INSTALL

QC AND WEIGHT SLIP INCLUDED

DELIVER TO ANCIRA CHEVROLET ATTN JUDE

OPTIONED OUT MASTER LOCKS BOTH SIDES

This Quote is subject to the following terms and conditions:



Knapheide Truck Equipment - San Antonio
6324 E Bandera Rd
City of Leon Valley TX 78238
Phone:
Fax:

QUOTATION

Quote ID: RF00002791

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Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$3,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Signature & Printed Accepted by:	
Date:	
P.O. number:	



CITY COUNCIL AGENDA REPORT

DATE: August 25, 2020

AGENDA OF: August 25, 2020

DEPARTMENT: Public Works

SUBJECT: Approval to purchase new Terex Digger Truck

RECOMMENDATION:

Recommend City Council approve the purchase of new Terex Digger Truck through Sourcewell (bid board).

BACKGROUND:

The purchase of the 2020 Terex Commander new from the factory digger / pole setting truck is needed to replace the 1992 Chevrolet Kodiak with Altec digger / pole setting truck, which is retired and can no longer be used for safety reasons. It would also replace the 2013 Ford F-750 with a Versalift digger / pole setting truck that has turned out to be a maintenance money pit and is unreliable, this unit purchased as a used unit.

The new Terex Commander digger / pole setting truck also has a factory warranty.

The truck is used for power pole setting, replacing of the steel lighting poles on highway 90 after vehicle damage and knock down, lifting of heavy transformers both overhead and underground. It is used for loading and unloading of reels of wire and cable. Also is used for pulling wastewater lift station pumps and motors, as well as pulling and replacing water well motors and pumps.

The price through Sourcewell is \$208,943, which is a \$28,057 savings over previous quote of \$237,000. This opportunity to purchase the truck direct from the factory via Sourcewell presented itself. We would like to take advantage of this opportunity.

DISCUSSION: Questions

FISCAL IMPACT/SOURCE OF FUNDING: Utility Fund Revenue

Submitted by: John Gomez

Approved by:

ATTACHMENTS/ADDITIONAL INFORMATION:

- Terex Bid Board Customer Order Acknowledgement



TEREX[®]

Customer Order Acknowledgement

Terex Utilities, Inc. - 200 Eden Way - Whitehouse, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-1842

Date: August 19, 2020

All Stock Trucks Are Subject To Prior Sale

Company: City of Castroville

Address: 1209 Fiorella Street

Phone: 830-931-4091

City, State: Castroville, Texas 78009

Contact: Tom Miller

Email: tom.miller@castrovilletx.gov

TEREX Stock Quote #: QU13192

Stock Truck or Slot #: DK70160

Unit: C4047

Sourcewell Contract Number: 012418-TER

Sourcewell Ref. Quote #: QU14251

Sourcewell (QU14251) Price: \$199,004

Sourced QU13192 Items: \$9,939

FET Tax Estimate: If Applicable _____

Service Center Upfit: _____

Grand Total: \$208,943

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: FCA, Shipping Point, prepaid and included
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 30 days

Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to your Account Manager

Terex Utilities Inc. _____

Accepted By: _____

Account Manager: _____

PO Number: _____

Wade Smith

Grand Total: _____

Date: _____

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing

within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval;

provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer shall gain any prior explicit consent from its employees and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of non-personal data about the Equipment including, but not limited to, performance, usage, fuel consumption, up /down times, defects, parts replacement, movement and location. Such information and data may also be used by Seller for warranty, product improvement, marketing, customer support, and research and development purposes, and to monitor, maintain, diagnose, update or repair the Equipment.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United

Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



Terex Utilities, Inc.
500 Oakwood Rd, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

07/09/2019

Terex Stock
500 Oakwood Road
Watertown, SD 57201

Qty. Description

Phone:

UNIT

One (1) new Terex Commander 4047 model hydraulic rotating digger derrick with a turntable winch.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
- * Meets ANSI/ASSE A10.31-2013.

Elevation:

- * From +80 degrees above horizontal to -20 degrees below horizontal.

Dual Lift Cylinders:

- * Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

Steel Lower Boom:

- * The boom is a fabricated box utilizing high-strength steel plates.

Steel Intermediate Boom:

- * Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

Fiberglass Hydraulic Upper Boom:

- * Capable of lifting the hydraulic capacity of the derrick in all positions.
- * Tested and rated for line voltage up to and including 46 KV AC.
- * Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

Continuous And Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

Miscellaneous:

- * Relief valves to protect the derrick circuits and digger-winch circuits.
- * Hydraulic hoses are equipped with permanent type hose fittings.

Qty. Description

- * A custom load chart stating actual lifting capacity considering all final options, chassis, body, outriggers, and other fixed equipment with capacity based on completed unit stability is included.
- * A boom-angle indicator and decal are mounted on each side of the lower boom.
- * All metallic components of the complete digger derrick device are prime painted.
- * Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.
- * Warning decals provided with unit.

Turntable Winch Including Transferrable Pole Buddy Assembly:

- * 15,000 lb. bare drum capacity worm gear winch equipped with hydraulic counterbalance valve mounted on the derrick turntable. Equipped with flanged pole buddy transferrable from intermediate boom to upper boom.

Bare Boom Lift Capacities:

- * Boom Angle: All Booms Retracted
- * Maximum Elevation 24750 lbs.
- * 10 Ft. Radius 11000 lbs.

Work Zone Capacities:

- Median Digging Radius 20.5 ft.
- Digging Capacity at Median Radius 2542 lbs. Lift Capacity at Median Radius 4524 lbs.

Sheave Height:

- * With intermediate boom extended, 38.6 ft. at maximum elevation.
- * With upper boom extended, 47.4 ft. at maximum elevation.
- * Dimensions are based on a 40" chassis frame height.

Load Radius:

- * 28.5 ft. from C/L of rotation, at 0 degree, intermediate boom extended.
- * 37.5 ft. from C/L of rotation, at 0 degree, upper boom extended.

RH Command Post:

- * Glycerin filled pressure gauge is provided to monitor system pressure.
- * Permanent type control decals are provided.
- * Adjustable cushioned operator seat is provided as standard and includes side rails.
- * Hydraulic foot throttle.
- * Includes a control and horn.
- * Stop/start at control station.

Pole Guide For Transferable Pole Buddy with Interlock:

- * Hydraulic cylinders equipped with holding valves operate the tilt and open/close on pole guide arms.
- * Pole guide hoses are contained in a chain type carrier, installed on the side of the boom.
- * Transfers from the end of the intermediate boom to the end of the upper boom and vice versa.
- * The pole guide is installed on the transferable pole buddy flange assembly.
- * Protects both the pole guide and the boom from accidental damage caused by extending the upper boom while the pole guide is on the intermediate boom and tilted downward. Includes actuating plunger and two poppet valves.

Exclusive Single Stick T" Control:

Qty. Description

* Control allows one hand to operate three functions: rotation, boom elevation, and intermediate boom extension.

* Upper boom extension and other functions have individual controls.

Pole Claw Arms:

* Unique circular design of arms that handle poles up to 23 inch diameter.

Load Moment Limiter (Hydraulic Overload Protection) for Boom and Rotation systems:

* An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs.

The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.

* Disables boom down, boom extend, winch up, and digger dig when boom lift or rotation senses an overloaded condition.

* The system is fully automatic relative to the operation and re-set functions.

Worm Gear Rotation:

* Provided by worm gear drive through reversible hydraulic motor. Worm gear drive powers a special design long life hardened "shear ball" ball bearing rotation gear.

Customer Declined, Anti-Two Block.

* Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).

12,000 ft-lb Two Speed Digger With Hydraulic Shift (ESK 76BA):

* Planetary gear drive powered by reversible hydraulic motor.

* Telescopic trombone tube is provided to shift the two-speed digger hydraulically.

LH Auger Storage and Digger Hanger:

* Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.

* The auger stowage bracket stores up to a 24" diameter auger, in the standard position.

* Digger storage protection system to protect the auger storage cable from damage caused by over-winding.

Oil from the digger system is returned to tank before the cable is over-stressed.

Wire rope cable for auger roll-up.**Solid Hex Auger Shaft with Coupler:**

* 60" long x 2-5/8" hex auger shaft with auger adjustment holes.

Terex Texoma 18" TXC (carbide tooth auger) x 104" long- 60" of 5/16" flighting, 2 5/8" hex bushing. Rollup dish and cable pin welded in place and auger painted Terex Red.

Operator light at controls at command post/console.

Pedestal:

* Square constructed pedestal has access holes for maintenance of hydraulic plumbing.

Pump For Use (Required Approximate 120% PTO):

Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.

Qty. Description

- * Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.
 - * Provides up to 6 gallons per minute for tools at 700 rpm engine speed.
 - * Includes pump kit.
- FOR GENERAL ONLY: With the use of Radio Controls.

Hydraulic Reservoir:

50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.

- * A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow ball type shut off valve.
- * Relief valves to protect the derrick circuits and digger-winch circuits.

Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)

Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (9283)

Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets Below Rotation (Diggers):

- * Recessed at rear of truck each side for ease of view for outrigger placement.
- * Includes switches and alarm for outrigger in motion alarm.

Adjustable flow divider for auxiliary tool outlets below rotation.

Outrigger Interlock:

- * To operate the boom the outriggers must be extended.

Subframe constructed with an open center.

Tie Down Kit.

Remote Sensor Bracket:

- * Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.

Terex Chassis Controller (DTS51) 12 volt:

- * Display Screen- Provides Inputs and Outputs indication for trouble shooting.
- * Warning screens.
- * Switch Buttons have LED indicators to show when active.
- * Recommended for all Class 6 and above Chassis types.
- * One system for all Chassis Types
- * Controller programmable for communication with different Chassis manufacturers.

Clevis for two part line attachment.

- 1 Customer Declined, Anti-Two Block.
 - * Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).
- 1 INSTALLATION
- 1 Install Derrick Over Rear Axle And Install All Associated Components:

Qty. Description

- * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/ASSE A10.31-2013.
- 1 - Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 - Power take off with indicator light for automatic transmission.
- 1 - DOT Inspection.
- 1 - Set chassis parameters.
- 1 - Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 - Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
 - * Includes outrigger pad storage.
- 4 - Rubber wheel chocks with eye bolt.
- 1 - Grab handles as necessary for 3-point contact.
- 2 - Cable type gripstrut stirrup step.
- 1 - Rigid stirrup step mounted on side access for ground to body access.
- 1 - Fold-up access step mounted on command post.
- 1 - Access step mounted on floor of the body to access the top of body compartment or access platform.
- 2 - Mud flap with logo 30" tall.
 - Note: Trim As-Required.
- 1 - Under body mounting kit for a pair of mud flaps.
- 1 - Bracket for storing grounding cable.
- 1 - 2/0 Black Electrical Cable used for grounding per ASTM F855-04:
 - * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
 - * Three point grounding system for grounding vehicle during work operations.
 - * Cable must be fully removed from bracket before use.
 - NOTE! Purchaser to verify this meets their company's requirements for fault current.
- 1 - Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.
- 1 - Boom rest.
- 1 - Front pole carrier kit bunk style with a ratchet with 2" wide webbing tie down strap to secure pole and pole bunk arm weldmen!.

Qty. Description

- 1 - Pole carrier assembly 18" bunk style, removable and pedestal mount.
 - 1 - Digger Derrick dual position boom rest saddle.
 - 1 - Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
 - * Note: Back-up lights are incandescent.
 - 1 - Lighted license plate bracket kit with incandescent light.
 - 2 - Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
 - 1 - Strobe light mounting bracket.
 - 1 - Strobe mounting bracket weldment mounted under the pole rack.
 - 1 - Glad Hand Kit
 - * Requires tractor protection valve and air lines to the rear.
 - 1 - Tekonsha Voyager electric brake control.
 - 1 - Hour meter for power take off engagement time or engine hours, specify.
 - 1 - Remote engine stop/start And two speed control from rear of vehicle.
 - 1 - 15 ton pintle hook:
 - * Safety chain eyes.
 - "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
 - 1 - ICC rear bumper.
 - 1 - 7-prong trailer socket.
 - NOTE: Stop & turn signal lights on combined circuit.
 - 1 - Oil tank mounting for external reservoirs.
- Fill with Hydraulic oil for general purpose use.
* Refer to the product maintenance manual for specific type to be used.
- 1 - 1 1/8" x 110' Samson, 2-IN-1 Stable Braid uncoated rope.
 - 1 - Gunnebo Johnson 7JH swivel hook.
 - 1 - Hannay spring loaded hydraulic hose reel with 4-way roller assembly with 35' of 1/2" Hose Set.
 - * Quick disconnect HTMA male and female flush faced couplers and dust covers.
 - * Installed on hose reel with ball stop.

Qty. Description

1 - Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.

- 1 Paint C4000 derrick one color.
- 1 Paint body floor with non-skid paint.
- 1 Paint compartment top with non-skid paint.
- 1 B&G Bodies Inc. 168" line body 46 inches high X 94 inches wide.
18 Inch compartment depth.
58 Inch bed area.
30 Inch top of floor to top of body.
24 Inch horizontal compartment height.
16 Ga. body materials.
12 Ga. treadplate floor.
12 Ga. treadplate compartment tops. Automotive rotary type door latches - NESCO Stainless steel rod and socket type door hinges. Chain stops on all doors.
Double Panel Body Doors.
Rubber rolled crown type fenders. Master door lock system.
Automotive Bulb Type Weatherstripping. Front bulk head - Bolt on
Install Three (3) Lateral Unistrut on the Top of CS Packs (Center of Horizontal Rearward)

Streetside Compartmentation:

1st Vertical:
30 Inches wide with Five (5) fixed/adjustable material hooks 1-3-1. Outrigger Cutouts with Covers in this Compartment

2nd Vertical:
30 Inches wide with Two (2) adjustable shelves each with 5 adjustable dividers.

3rd Vertical:
30 Inches wide with Two (2) adjustable shelves each with 5 adjustable dividers.

Horizontal:
54 Inch open compartment.
Eight (8) Adjustable dividers installed in compartment bottom.

Rear Vertical:
24 Inches wide with Five (5) fixed/adjustable material hooks 1-3-1. Outrigger Cutouts with Covers in this Compartment

Hotstick Shelf:
168 Inches long streetside with rear dropdown access door.

Curbside Compartmentation:

Qty. Description**1st Vertical:**

30 Inches wide with Five (5) fixed/adjustable material hooks 1-3-1. Outrigger Cutouts with Covers in this
Compartment

2nd Vertical:

30 Inch wide gripstrut access steps to bed area.

3rd Vertical:

30 Inches wide with Two (2) adjustable shelves each with 5 adjustable dividers.

Horizontal:

54 Inches wide with one adjustable shelf with 8 adjustable dividers.

24 Inches wide with Five (5) fixed/adjustable material hooks 1-3-1. Outrigger Cutouts with Covers in this
Compartment

Body Floor and Understructure:

- * Cut out in bed area floor for customer supplied aerial/digger
- * 12 gauge hot rolled treadplate with a minimum of 1" bend on each side pack - Floor
- * 3" Structural Frame

Subframe Installation:

Install customer supplied subframe, with outriggers.

Subframe is to be Bolted to Body - Do Not Weld to Sub Frame

- * Subframe and O/R's will be wet painted Black
- * Grounding Bracket to be welded to Subframe at rear of truck and body
- * Provide "Bolt In" style Filler Plate between Rear Jacks
- * Round cutout needed on top and bottom plate if subframe

Stringer style body mounting includes the following: B&G Bodies to Provide lower and upper boom rest

sections Lower Section to be welded to Front Jack Assembly

Upper Section to be test fit into lower Section prior to shipment.

B&G Bodies to Provide box bolts to Terex with body to secure upper Section to lower section. Terex to match

drill upper Section holes.

Welding on B&G supplied body Mounting Angles

Tailshelf:

Treadplate tailshelf 30 inches long X Full Width x 6 inches high with
7-Lamp light bar installed at rear.

- * Holes for valve mounting brackets will be added to tail shelf/light bar.
- 3" Structural Channel Frame

Wheel Chock Storage:

Two each side built into body wheelwells.

Paint:

Qty. Description

Finish Paint Body White and Inside of compartments Primer Gray, Specify Paint Code.

* If no paint code is supplied body will be Taffeta White

1 INTERNATIONAL 7300 4X4, (Spec # 16)

* 33,000 lbs GVWR

* Wheelbase 199", CA 124", axle to frame 100"

* 14,000-lb capacity front axle

* 21,000-lb capacity locking rear axle

* Cummins B6.7, 300 HP, 660 lb-ft torque @ 1,600 rpm

* Allison 3500 RDS wide ratio, 6-speed automatic transmission, with double overdrive

* 9219 Winter White

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

Prepared For:

TEREX - # 12896-01 SPEC 16 INTL HV507 4X4 & B6.7
ENGINE MODEL YR 2021
Sheldon Seward
600 Oakwood Road
Watertown, SD 57201-
(605)882 - 4000
Reference ID: N/A

Presented By:

NORTH CENTRAL INTL
Robin Kunz
4511 NORTH CLIFF
SIOUX FALLS SD 57104 -
(605)336-3820

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.

Terex purchased chassis thru Terex preferred International Dealer would include special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident.

Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:	4X4
APPLICATION:	Utility/Service (Other)
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 42.57% / 1.46% @ 55 MPH Calc. Geared Speed: 85.1 MPH
DIMENSION:	Wheelbase: 199.00, CA: 124.00, Axle to Frame: 100.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide 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 DRIVING:	{Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive
TIRE, REAR:	(4) 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 199.00 Wheelbase, 124.00 CA, and 100.00 Axle to Frame.	5946/3741	9687
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANB	AXLE CONFIGURATION {Navistar} 4x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGA	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, Limited to 33,000 lb Maximum GVWR	105/623	728
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
1SAL	CROSSMEMBER, REAR, AF (1)	-3/43	40
1WGG	WHEELBASE RANGE 181" (460cm) Through and Including 205" (520cm)	0/0	0
2GAE	AXLE, FRONT DRIVING {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting	1055/0	1055
	<u>Notes</u> : Axle Lead Time is 90 Days		
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackie Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	8/3	11
4ETD	BRAKE CHAMBERS, FRONT AXLE {MGM} 20 Sqli	13/0	13
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/39	39

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	-28/0	-28
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/26	26
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VGG	AIR DRYER LOCATION Mounted Inside Left Rail, Behind Transfer Case Mounting	0/0	0
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0
5710	STEERING COLUMN Tilting and Telescoping	17/2	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSL	STEERING GEAR {Sheppard M110} Power	-1/-2	-3
6DHE	DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, SPL100 Driveline to Transfer Case, SPL100 Driveline to Front Axle, for 4x4	0/0	0
7BEV	AFTERTREATMENT COVER Steel, Black	11/2	13
7BLD	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive	136/46	182
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
7WAZ	TAIL PIPE (1) Turnback Type	0/0	0
7WDM	EXHAUST HEIGHT 10'	2/0	2
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0
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	2/0	2

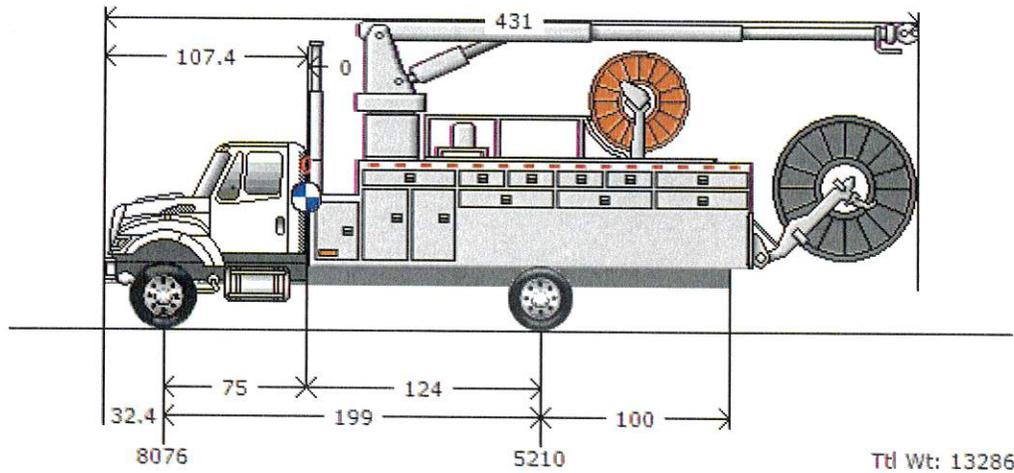
<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	8/6	14
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music	4/0	4
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	6/2	8
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	8/1	9
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-11/5	-6
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	3/0	3
9585	FENDER EXTENSIONS Rubber	6/0	6
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10ABK	SURCHARGE, REAR AXLE for Meritor Rear Axles	0/0	0
10USP	PROMOTIONAL PACKAGE Utility Silver Package	0/0	0
10XBA	DO NOT LINESET Sales Has Instructed CRC to Not Allow Orders to Lineset Until They Give Approval	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-53/-10	-63
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	3/0	3
12EKA	ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	0/0	0
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	23/-5	18
12VBC	AIR CLEANER Single Element	0/0	0
12VGY	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2019	0/0	0
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
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	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide 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	189/61	250
13TKL	TRANSFER CASE {Meritor T-4208} 2-Spd, 8,300 lb-ft Total Capacity, without Provision for PTO, with Electric Over Air Control, with Lube Pump	368/394	762
13WDB	TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints	0/0	0
13WDV	OIL COOLER, TRANSFER CASE Remote Mounted Back of Cab	9/6	15
13WEH	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch	0/0	0
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14ANY	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.86	0/28	28
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine	1/-1	0
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	30/4	34
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/17	17
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	54/2	56
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
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	-13/-5	-18
16PJW	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage	44/17	61
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	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
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	12/0	12
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
7382158105	(2) TIRE, FRONT 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive	60/0	60
7382158105	(4) TIRE, REAR 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive	0/120	120
Services Section:			
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40KLZ	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident	0/0	0
Total Component Weight:		8076/5209	13285
120 DAY TERMS		0/0	0
Total Goods Purchased:		0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights		
Bumper to Axle	(BA)	32.4	Body Length	(BL)	324	Tractor Front Axle:		8,076
Wheelbase	(WB)	199.00				Tractor Rear Axle:		5,209
Axle to Frame	(AF)	100.00						
Axle to Back Cab	(ABC)	75						
Cab to Axle	(CA)	124						
Usable CA		124						
CA Reduction Adjustment		0.00						
Fuel-Diesel(Gals)		0						
DEF(Gals)		0						

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	0						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	8,076
Total Rear Axle:	5,210
Total Weight:	13,286

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<u>Chassis Weight</u>			
Chassis Weight:	8,076	5,209	13,285
Fuel:	0	0	0
DEF:	0	0	0
Empty Body:	0	1	1
(Curb Weight):	8,076	5,210	13,286

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	8,076	5,210	13,286

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	14,000	21,000
Tire(tire capacity)	14,780	29,560
Suspension(suspension capacity)	14,000	23,500
Spring:	0	
Fed Bridge Law (axle spread):	20,000	20,000

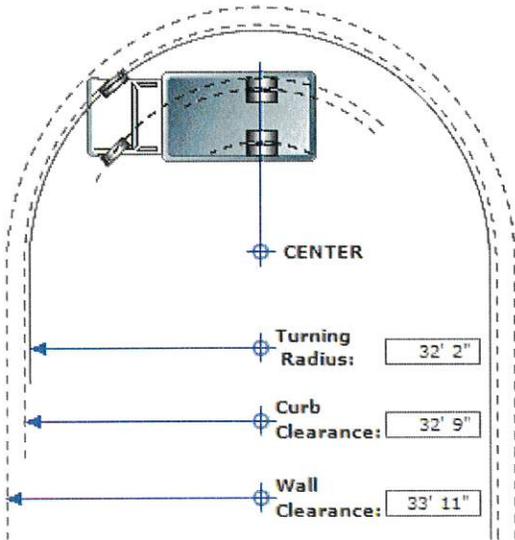
Wheel Combination	Load	Limit
1 - 2	13,286	46,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 33,000 - Gross Vehicle Weight(GVW) 13,286 = 19,714 Reserves

Weight Summary

* Distributed weights are within capacity limits



Series: HV
 Model: HV507
 Description: HV507 SFA
 Model Year: 2021

Calculation Factors

Wheelbase: 199
 Front Axle: 0002GAE
 Description: AXLE, FRONT DRIVING, {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting
 Front Wheel: 0027DUK
 Description: 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
 Front Tire: 07382158105
 Description: TIRES, 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive
 Steering Gear: 0005PSL
 Description: STEERING GEAR, {Sheppard M110} Power

Turning Radius Statistics

General Information

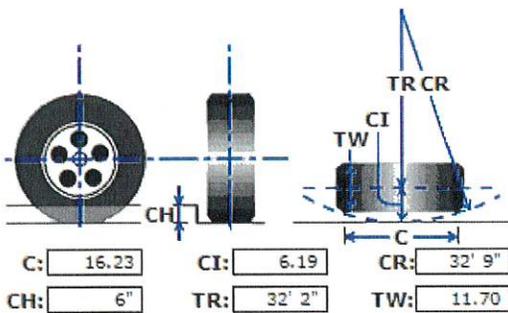
Inside Turn Angle: 38 Degrees
 Radial Overhang: 21

Axle Information

KingPin Inclination: 7 Degrees
 KingPin Center: 68.9

Turning Radius - Curb View

C - Curb Contact Length: 16.23
 CI - Curb Clearance Increment: 6.19
 CR - Curb Clearance Radius: 32'9"
 CH - Curb Height: 6"
 TR - Turning Radius: 32'2"
 TW - Tire Width: 11.70



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

(0012EKA)

ATTACHMENTS: 0015WCN 0012THT 0007SCP

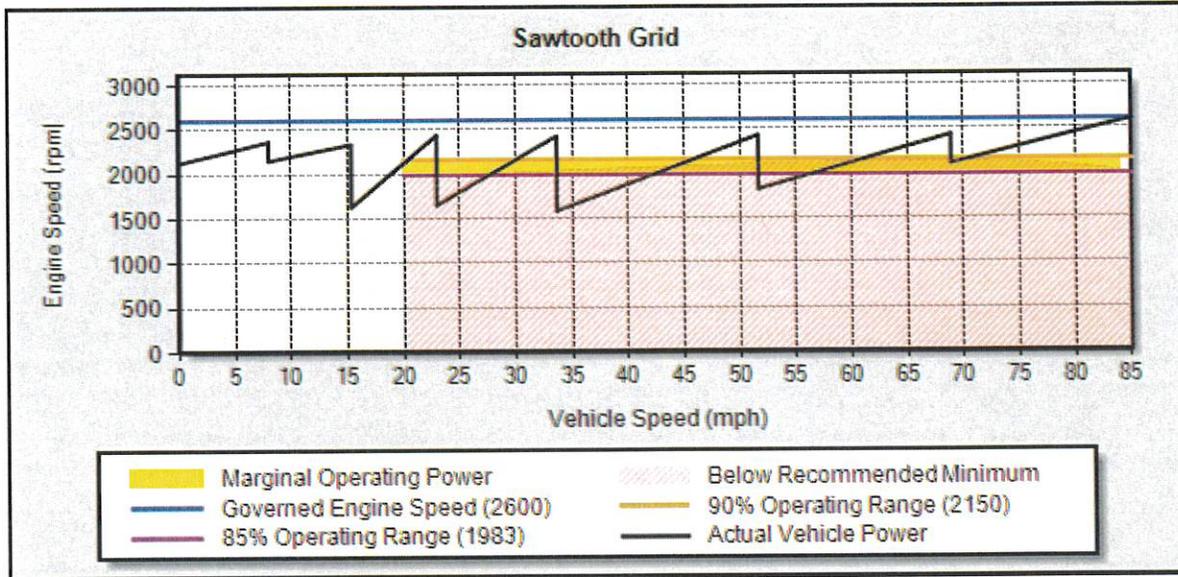
<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	68	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	0	MPH
Vehicle Speed Limiter Override	N, DISABLE FEATURE OR FUNCTION	N/A
VSLO Maximum Road Speed Delta	0	MPH
VSLO Maximum Distance	100	MILES
Max Engine Speed No Veh Speed Sensr	2260	RPM
LBSC Enable	N, DISABLE FEATURE OR FUNCTION	N/A
LBSC - Engine Speed Breakpoint	1800	RPM
Gear Down Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
GDP - Heavy Load Vehicle Speed	62	MPH
GDP - Light Load Vehicle Speed	57	MPH
Driver Reward Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode	0, ROAD SPEED GOVERNOR	N/A
Fuel Economy - Expected Level	5.88	MPG
Fuel Economy - Good Level	6.47	MPG
Fuel Economy - Best Level	6.92	MPG
% Idle Time - Expected Level	30	%
% Idle Time - Good Level	20	%
% Idle Time - Best Level	10	%
Speed Reward - Expected Level	0	MPH
Speed Reward - Good Level	0	MPH
Speed Reward - Best Level	0	MPH
Speed Reward - Penalty Level	0	MPH
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	60.0	MIN
ISD Percent Engine Loading	100	%
ISD With PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Engine Coolant Temp Threshold	30	F
Vehicle Acceleration Management	N, DISABLE FEATURE OR FUNCTION	N/A
Variable Acceleration Speed 1	20	MPH
Variable Acceleration Speed 2	50	MPH
Variable Acceleration Rate 1	3.60	MPH/SEC
Variable Acceleration Rate 2	3.60	MPH/SEC
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	68	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrspd Retard Activation Enable	N, DISABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	0.0	MPH
CC Overspeed for Min Retarder	0.0	MPH
Retarder - Min Vehicle Speed	0	MPH
Retarder - Delay Time	0.5	SEC

Retarder - Service Brake Activation	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Fan Min On Time For AC	30	SEC
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2600	RPM
PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2800	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	0, PTO PRK BRK INT TYPE SET TO NONE	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	950	RPM
PTO Set Switch Speed	950	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	950	RPM
Remote PTO Speed Setting 2	950	RPM
Remote PTO Speed Setting 3	950	RPM
Remote PTO Speed Setting 4	950	RPM
Remote PTO Speed Setting 5	950	RPM
Remote Station PTO Resume Sw Spd	950	RPM
Remote Station PTO Set Switch Speed	950	RPM
Remote Station PTO Addition Sw Spd	950	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decei Threshold	6.96	MPH
Trip Information Vehicle Ovrsped1	0	MPH
Trip Information Vehicle Ovrsped2	0	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS

Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Multi Speed	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
			Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C-2	4.59	1.00	0.0	2125	8.0	2363	N/A	31	21	
2C-2	2.26	1.00	8.0	2149	15.3	2334	N/A	31	21	
2L-2	2.26	1.00	15.3	1627	22.9	2432	N/A	31	21	
3L-2	1.53	1.00	22.9	1646	33.6	2417	N/A	31	21	
4L-2	1.00	1.00	33.6	1580	51.6	2425	N/A	31	21	
5L-2	0.75	1.00	51.6	1819	68.9	2429	N/A	31	21	
6L-2	0.65	1.00	68.9	2105	85.1	2600	N/A	31	21	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L-2	79.1	2414	5.63	0.00	
HI GEAR SPEED @ RATED RPM	----	----	----	----	----	
55.0 MPH STEADY-STATE	6L-2	55.0	1679	8.60	1.46	
TYPICAL OPERATING SPEED	6L-2	66.0	2015	7.19	0.91	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.62 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-413 STALL RATIO: 2.44

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	7.07	8.90	8.29	
AVERAGE MPH	19.0	39.9	54.6	
MISSION MINUTES	29.70	51.91	173.34	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Multi Speed	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C-2	4.59	1.00	0.0	2125	0.00	44.55	@ STALL
			4.1	2154	151.04	44.55	@ 70% EFF
			5.6	2207	195.85	42.57	80% EFF
			8.0	2363	222.35	32.12	
2C-2	2.26	1.00	8.0	2149	164.25	22.96	
			15.3	2334	220.39	15.65	
2L-2	2.26	1.00	15.3	1627	178.59	12.46	
			22.9	2432	252.36	11.62	
3L-2	1.53	1.00	22.9	1646	178.83	7.92	
			33.6	2417	248.45	7.23	
4L-2	1.00	1.00	33.6	1580	166.75	4.45	##
			34.1	1600	168.75	4.44	
			51.6	2425	236.80	3.51	
5L-2	0.75	1.00	51.6	1819	179.92	2.26	
			68.9	2429	219.27	1.20	
			70.8	2495	218.08	1.00	
6L-2	0.65	1.00	64.3	1964	181.65	1.00	
			68.9	2105	192.17	0.75	
			73.3	2238	201.60	0.50	
			79.2	2417	203.45	0.00	LEVEL ROAD
			85.1	2600	200.15	-0.59	RATED RPM

STARTING / TOP GEAR PERFORMANCE

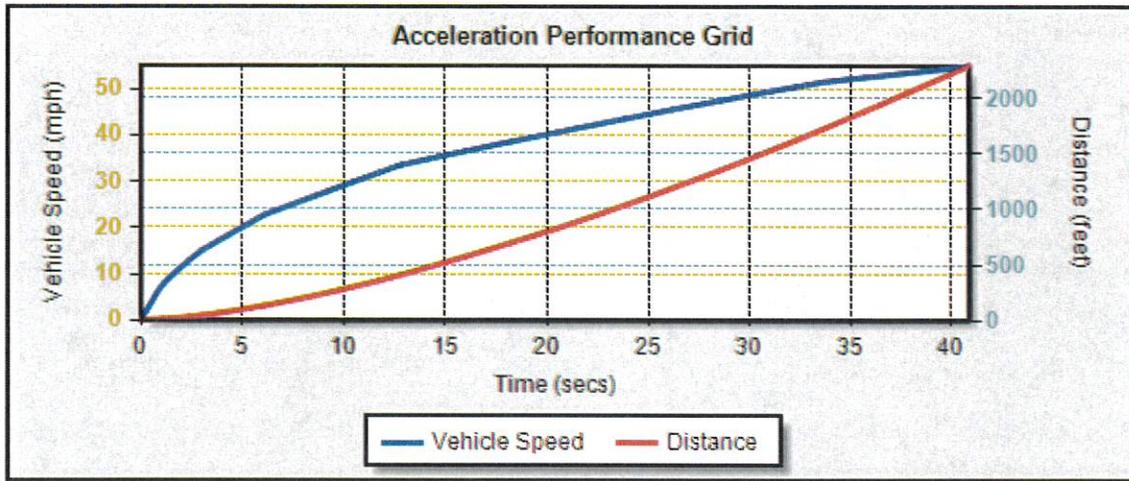
Gear	Trans Ratio	Multi Speed	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C-1	4.59	2.06	0.0		0.00	44.55	@ STALL
			2.7		98.77	44.55	@ 80% EFF
1C-2	4.59	1.00	0.0		0.00	44.55	@ STALL
			5.6		195.85	42.57	80% EFF - Calculated Start Ability - Calculated Start Ability
6L-1	0.65	2.06	43.4		55.04	0.00	LEVEL ROAD
			41.4		221.32	4.70	RATED RPM
6L-2	0.65	1.00	79.2		203.45	0.00	LEVEL ROAD
			85.1		200.15	-0.59	RATED RPM

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 40.95 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes	
1C	0.13	0.1	1.0		
	0.27	0.4	2.0		
	0.41	0.9	3.0		
	0.54	1.6	4.0		
	0.67	2.5	5.0		
	0.81	3.6	6.0		
	0.97	5.1	7.0		
	1.14	6.9	8.0		
	2C	1.15	7.0	8.0	
		1.37	9.9	9.0	
1.61		13.2	10.0		
1.86		17.0	11.0		
2.12		21.4	12.0		
2.39		26.5	13.0		
2.68		32.2	14.0		
2L	2.98	38.6	15.0		
	3.07	40.6	15.3		
	3.47	49.9	16.3		
	3.87	59.8	17.3		
	4.27	70.3	18.3		
	4.68	81.5	19.3		
	5.08	93.2	20.3		
	5.49	105.7	21.3		
3L	5.90	118.9	22.3		
	6.15	127.0	22.9		
	6.76	147.9	23.9		
	7.37	169.8	24.9		
	7.98	192.7	25.9		
	8.60	216.5	26.9		
	9.22	241.4	27.9		
	9.84	267.3	28.9		
	10.46	294.1	29.9		

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	11.09	322.1	30.9	
	11.72	351.0	31.9	
	12.36	381.4	32.9	
4L	12.83	404.8	33.6	
	13.90	458.3	34.6	
	14.98	513.7	35.6	
	16.06	571.1	36.6	
	17.15	630.5	37.6	
	18.25	692.1	38.6	
	19.36	755.8	39.6	
	20.48	821.7	40.6	
	21.61	889.8	41.6	
	22.75	960.2	42.6	
	23.90	1032.9	43.6	
	25.06	1108.1	44.6	
	26.23	1185.8	45.6	
	27.42	1266.0	46.6	
	28.62	1348.8	47.6	
	29.83	1434.2	48.6	
	31.06	1523.2	49.6	
	32.34	1616.9	50.6	
5L	33.64	1714.9	51.6	
	35.75	1876.1	52.6	
	37.90	2043.7	53.6	
	40.10	2218.1	54.6	
	40.95	2286.1	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.86
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT ²):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Transfer Case - Gear Ratio (Grade Ability):	1.000
Alternator (A):	40
Transfer Case - Gear Ratio (Accel Perf):	1.000
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Transfer Case - Gear Ratio(Start Ability):	1.000
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	21000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
Transfer Case - Gear Ratio (Fuel Economy):	1.000
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

Components

0001ANB	AXLE CONFIGURATION {Navistar} 4x4
0002GAE	AXLE, FRONT DRIVING {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PSL	STEERING GEAR {Sheppard M110} Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
0012EKA	ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
0013AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide 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
0013TKL	TRANSFER CASE {Meritor T-4208} 2-Spd, 8,300 lb-ft Total Capacity, without Provision for PTO, with Electric Over Air Control, with Lube Pump
0014ANY	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382158105	TIRE, FRONT 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive
07382158105	TIRE, REAR 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 75 MPH, Drive

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED

BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

ORDINANCE NO. 2017-015

AN ORDINANCE OF THE CITY COUNCIL OF CASTROVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REPEALING AND REPLACING THE EXISTING ARTICLE I “GENERAL PROVISIONS”, SECTION 7 “SPECIAL DEFINITIONS NOTED AND RELATED TO USE REGULATIONS”, SUBSECTION 14 “HOME OCCUPATION”; AND ADOPTING A NEW ARTICLE IV “SPECIAL USE REGULATIONS”, SECTION 10 “HOME OCCUPATION REGULATIONS”; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Castroville is authorized to regulate zoning pursuant to Texas Local Government Code Chapter 211; and

WHEREAS, pursuant to such statutory authority the City Council has adopted the Comprehensive Zoning Ordinance, which is published by the City as a separate document from the Code of Ordinances published by the Municode Corporation, and

WHEREAS, City Council deems it appropriate to amend the Comprehensive Zoning Ordinance, by repealing and replacing Article I, *General Provisions*, Section 7, *Special Definitions Noted and Related to Use Regulations*, Subsection 14, Home Occupation, and adopting a new Article IV, *Special Use Regulations*, Section 10, *Home Occupation Regulations*; and

WHEREAS, on the 11th day of January, 2017, the Planning and Zoning Commission conducted a properly advertised public hearing to receive citizen comments and testimony, and on the 8th day of February, 2017, the Planning and Zoning Commission made a recommendation to approve the amendment to the Comprehensive Zoning Ordinance with limited amendments; and

WHEREAS, on the 14th day of March, 2017, the City Council conducted a properly advertised public hearing to receive citizen comments and testimony regarding the proposed amendment.

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

Section one. Recitals adopted. City Council finds the above stated recitals to be true and correct and said recitals are adopted herein for all purposes.

Section two. Repeal and Replace. Article I (entitled “*General Provisions*”), Section 7 (entitled “*Special Definitions Noted and Related to Use Regulations*”), Subsection 14 (entitled “*Home Occupation*”) is hereby repealed in its entirety and replaced with a new Article I (entitled “*General Provisions*”), Section 7 (entitled “*Special Definitions Noted and Related to Use Regulations*”), Subsection 14 (entitled “*Home Occupation*”) which is hereby adopted by inclusion of the substantive language as attached in **Exhibit “A”**, hereto, which is incorporated by reference herein for all purposes.

Section three. Adoption of new Article IV, Section 10. A new Article IV (entitled "*Special Use Regulations*"), Section 10 (entitled "*Home Occupation Regulations*") is hereby adopted by inclusion of the substantive language as attached in **Exhibit "B"**, hereto, which is incorporated by reference herein for all purposes.

Section four. Directive to the City Secretary. The City Secretary is hereby directed and authorized to revise and republish the Comprehensive Zoning Ordinance to include **Exhibit "A" and Exhibit "B"** hereto.

Section five. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of Castroville, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section six. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

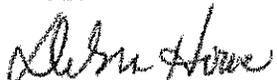
Section seven. Effective Date. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 14th DAY OF MARCH, 2017.



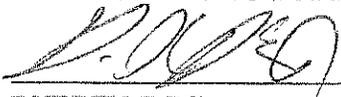
JEFFREY S. GARDNER, MAYOR

ATTEST:



DEBRA HOWE, CITY SECRETARY

APPROVED AS TO FORM:



DNRBH&Z PC

Exhibit A

Article I, Section 7 – Definitions

(14) HOME OCCUPATIONS – A home occupation is a business activity conducted in the home and further defined and regulated by Article IV, Section 10 “Home Occupation Regulations”.

Exhibit B

ARTICLE IV SPECIAL USE REGULATIONS

Section 10. Home Occupation Regulations.

A. GENERAL PROVISIONS:

1. **SCOPE.** These regulations shall apply to one and two family dwellings and multifamily dwellings in all zoning districts in accordance with Article II, Section 1 *Schedule of Uses*. A community home that meets the qualifications imposed by Chapter 123 of the Texas Human Resources Code or Cottage food production operations which falls under the purview of Texas Local Government Code Chapter 211, Subchapter C, shall not be considered a Home Occupation for the purpose of this Article; but shall be authorized to operate within residential districts only to the extent allowed by the aforementioned state statutes expressly pre-empting the application of the City's zoning authority to such uses.
2. **PURPOSE.** The purpose of this section is to insure the continuance of the residential character of City neighborhoods by permitting only low-intensity home occupations that are clearly incidental and secondary to the primary residential use of the property and that are conducted in a limited manner which creates little exterior indication of the activity and which does not create a nuisance or otherwise adversely impact the health, safety or welfare of the neighborhood or interfere with neighbors' the peaceful and quiet enjoyment of their domicile.
3. **DEFINITIONS.** In this Section 10, the words in italics (*italics*) below shall have the meaning that follows:

Administrator shall mean the person responsible for administering these regulations, who is the Community Development Director, or his or her designee.

Home Occupation shall mean a business activity, resulting in a product or service, which is conducted in whole or in part on a property zoned or occupied as residential.

Home Occupation registration application, or application, shall mean a form provided by the Administrator for the registration of a home occupation.

Regulations means this Section 10 (entitled "Home Occupation Regulations") or Article V (entitled "Special Use Regulations") of the City's Zoning Ordinance.
4. **REGISTRATION REQUIRED.** Prior to conducting a home occupation, the operator shall register the home occupation by submittal of a completed home occupation registration application form to the Administrator.
 - a. The application may be obtained from the Community Development Department and shall, at a minimum, include the following information:
 - i. The address where the home occupation activity will be conducted.

- ii. The names of the individuals who will be involved in the home occupation activity.
 - iii. a description of the nature and extent of the proposed home occupation activity.
 - iv. The applicant's sworn or affirmed statement that the applicant understands these regulations and that the home occupation activity shall be conducted in compliance with the standards of operation set out in these regulations.
 - b. If the home occupant activity is approved, the form shall clearly state the date of such approval.
5. **EXPIRATION.** Approval of a home occupation shall be limited to one year, from the date of approval. However, such approval shall be automatically renewed annually unless the applicant provides written notice to the Administrator that the home occupation has been discontinued. The Administration may periodically contact a permittee to verify renewal is desired.

B. STANDARDS OF OPERATION:

All home occupations shall comply with the following performance standards and limitations, except as specifically stated.

The standards set forth below are to minimize the annoyance and inconvenience to neighboring property owners within residential areas. These standards are intended to allow reasonable and comfortable enjoyment of adjacent and nearby property by their owners and by occupants of neighboring residential dwellings, while providing opportunities for the pursuit of home-based businesses.

All home occupations shall also be subject to any and all provisions of local, state and/or federal regulations and laws that govern such uses.

1. EMPLOYEES

Only an occupant of the residence and a maximum of one additional employee shall be engaged in the home occupation.

2. SPACE AND LOCATION

The maximum area used for the home occupation shall not exceed 25% of the dwelling's gross floor area of the residence, including storage areas.

3. STORAGE

- a. Storage shall be enclosed within the residence, which includes an attached garage.
- b. If, outside storage is required in conjunction with a home occupation, such storage shall not be visible from the public right-of-way.

4. ALTERATIONS

No exterior alterations to the dwelling which change the residential appearance or character shall be permitted, such as the creation of a separate entrance or installation of display windows.

5. EQUIPMENT

The installation, storage or use of any equipment or machinery not normally found in a household or general office shall be prohibited.

6. SALES AND DISPLAY

Direct, on-premise sales, retail or wholesale, and the display of goods or products on the premises shall be prohibited. If sales are conducted on the internet or off-premise, the pick-up (physical exchange) of items purchased may not take place on the premises of the Home Occupation.

Exception: The sale of goods incidental to a service shall be allowed on-premise.

7. NUISANCES

The creation of any noise, orders, vibrations, glare, fumes or electrical interference which is detectable outside the structure shall be prohibited.

8. DELIVERIES

No deliveries related to the home occupation shall be permitted by vehicles of more than 2 axles. Any deliveries shall only be allowed between the hours of 7:00am and 10:00pm.

9. TRAFFIC

Any home occupations permitted under Subchapter C (below) may allow a maximum of 5 clients per day to visit the premises in the conduct of the home occupation. Visitation hours for the conduct of the home occupation shall only be allowed between the hours of 7:00am and 10:00pm.

10. ADVERTISING / SIGNS

The home occupation shall not be advertised by any sign on the premises.

C. PERMITTED HOME OCCUPATIONS:

The following uses are permitted and shall require registration as stated above, provided that full compliance with the standards of operation are followed:

1. Home offices conducting traditional office functions as well as professional offices.
2. Individual tutoring, or lessons in art, dance, music or similar activities.
3. Counseling and therapy services.
4. Author, artist, artisan or sculptor studios.
5. Dressmaker, seamstress or tailor services.
6. Repair of small electrical appliances, cameras, watches, clocks and/or other small items that can be carried by one person.
7. Uses involving small scale/item assembling such as arts and craft items.

D. USES PROHIBITED AS HOME OCCUPATIONS:

The following uses are prohibited as home occupations:

1. On-premise retail or wholesale sales of any kind where customers visit the residence.
2. Vehicle repair and service of any type, to include boats and recreational vehicles.
3. Uses involving the grooming, breeding or boarding of animals.

4. Repair services for large appliances, furniture, lawn mowers or similar engine repair.
5. Uses involving manufacturing and/or assembling.
6. Uses involving the sale of fire arms, ammunition or explosives.
7. Other uses not expressly authorized by Subsection C (above).

E. ADMINISTRATION:

The Administrator shall make all determinations as to whether any aspect of a proposed home occupation complies with the requirements of these regulations.

F. EXISTING HOME OCCUPATIONS:

Any home occupation that was legally in existence, and not operating in violation of any local, state or federal law or regulation, as of the effective date of these regulations; but, that is not in full conformity with these regulations shall be deemed a legal nonconforming use and may continue said use in accordance with Article VI (entitled "Non-conforming uses and structures") of the Zoning Ordinance.

Non-conforming home occupation operators shall be required to prove the continuation of the lawful non-conforming use. Proof may be established by the registration of the non-conforming use by submittal to the Administrator, and approved by the Administrator, of a home occupation registration application within 90 days of the effective date of these regulations. Failure to register a non-conforming use shall cause a presumption that the use is not legally non-conforming and, unless presented sufficient evidence to overcome the presumption, the Administrator may take action to require the discontinue such use.

G. BOARD OF ADJUSTMENT:

The decision of the Administrator may be appealed to the Board of Adjustment by an aggrieved party, provided that such appeal complies with the requirements of Texas Local Government Code Chapter 211 and the City's Zoning Ordinance.