

City of Florence Council Agenda

Mayor
Ben Daniel

Mayor Pro Tem
Mary Condon

Council Members
Lesa Ragsdale
Denise Deichmann
Mike Harrell
Forrest Hyde

NOTICE IS HEREBY GIVEN that the City Council of the City of Florence will conduct a called meeting scheduled for **Tuesday, April 15, 2025 at 6:00 p.m.** at the Florence City Hall, 851 FM 970, Florence, Texas, 76527.

Agenda:

- Call to Order.
 - Pledge of Allegiance.
 - Invocation or Moment of Silence.
 - **Public Comment. THE RESPONSE OF THE COUNCIL TO ANY COMMENT UNDER THIS HEADING IS LIMITED TO MAKING A STATEMENT OF SPECIFIC FACTUAL INFORMATION IN RESPONSE TO THE INQUIRY, OR RECITING EXISTING POLICY. ANY DELIBERATION OF THE ISSUE IS LIMITED TO A PROPOSAL TO PLACE IT ON A LATER AGENDA.**
1. **Discussion, consideration, and possible action on Ordinance 2025-10 AN ORDINANCE REAUTHORIZING AND ADOPTING AN AMENDED BUILDING PERMIT FEES SCHEDULE, REFERRED TO AS EXHIBIT "A" IN SECTION 3.02.001 OF THE CODE OF ORDINANCES OF THE CITY OF FLORENCE, TEXAS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION AND PUBLICATION, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING [2nd Reading].**
 2. **Discussion, consideration, and possible action on Ordinance 2025-11 AN ORDINANCE AMENDING ARTICLE 8.04 JUNKED VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF FLORENCE, TEXAS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION AND PUBLICATION, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING. [1st Reading].**
 3. Discussion, consideration, and possible action on approving an amendment to the approved minutes from January 2, 2023; reflecting a change to item #23 to include the name of the approved engineering firm, Hejl, Lee and Associates, Inc. for the CDBG Grant CDV23-0102.
 4. Discussion, consideration, and possible action on duties for Tamela Louvier.
 5. Discussion, consideration, and possible action on removing Mary Dixon from the VeraBank accounts.
 6. Discussion, consideration, and possible action on PTO maximum carryover limits and adjustments for Mary Dixon and Samuel White Eagle.
 7. Discussion, consideration, and possible action on approving an amended chain of command flowchart for the City personnel policy.
 8. Discussion, consideration, and possible action on approving necessary repairs to the blowers at the Waste Water Treatment plant.
 9. Discussion, consideration, and possible action on expenditures.
 10. Discussion, consideration, and possible action on date and time of next meeting.
 11. Adjournment.

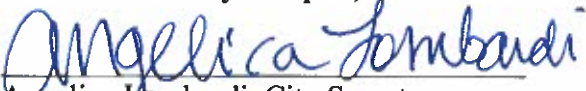
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I certify that the above notice of the City Council Meeting was posted at City Hall of the City of Florence, Texas on or before 6:00 pm on the 11th day of April, 2025.


Angelica Lombardi, City Secretary

Agenda items may be considered, deliberated and/or acted upon in a different order than set forth above. At any time during the meeting and in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Council reserves the right to meet in executive session on any of the above agenda items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gift (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during open meeting.

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 1

- ☐ New Item for Discussion
- ☒ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Mary Dixon

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

CITY OF FLORENCE, TEXAS

ORDINANCE NO. 2025-10

AN ORDINANCE REAUTHORIZING AND ADOPTING AN AMENDED BUILDING PERMIT FEES SCHEDULE, REFERRED TO AS EXHIBIT “A” IN SECTION 3.02.001 OF THE CODE OF ORDINANCES OF THE CITY OF FLORENCE, TEXAS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION AND PUBLICATION, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Florence, Texas (“City”), is a Type A general-law municipality located in Williamson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City has general authority to adopt ordinances and regulations that are for the good government, peace or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 214 and other applicable laws, to protect the public health, safety, and welfare, the City has authority to adopt ordinances and regulations related to the construction, alteration, repair, moving, removal, conversion, demolition, occupancy, use, and maintenance of buildings or structures, including the Building Regulations adopted as Chapter 3 of the Code of Ordinances of the City of Florence; and

WHEREAS, Section 3.02.001 of the Code of Ordinances of the City of Florence provides that a Building Permit Fees Schedule, referred to as Exhibit A, shall be adopted and maintained in the office of the City Secretary providing for the issuance of permits consistent with the City’s adopted Building Regulations and collections of fees therefor; and

WHEREAS, the Building Permit Fees Schedule was last updated in 2009, and in consideration of changes in the costs incurred by the City to provide the services related to such building permit inspections, reviews and issuance, the City staff have reviewed and recommend changes to the Building Permit Fees Schedule as attached as Exhibit “A” to this Ordinance; and

WHEREAS, City Council, following a public hearing on the matter, finds that reauthorizing and adopting the amended Building Permit Fees Schedule, as attached as Exhibit “A” to this Ordinance, is necessary and proper and in the best interests of the City and the public.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT. The Building Permit Fees Schedule, referenced as Exhibit A, in Section 3.02.001 of the Code of Ordinances of the City of Florence, Texas, is hereby reauthorized and amended by replacing it in its entirety to read in accordance with Exhibit "A", which is attached hereto to this Ordinance and incorporated fully by reference for all purposes.

SECTION 3. REPEALER. This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of Florence, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which case the conflicting provisions of such ordinances and such Code are hereby repealed in so far only as to any direct conflict with the provisions of this Ordinance.

SECTION 4. SEVERABILITY. The phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid, or unenforceable a court or administrative agency with jurisdiction over the matter, such declaration shall not be construed to affect any other valid phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 5. CODIFICATION AND PUBLICATION. The City Secretary is hereby directed to record and publish this Ordinance, and to codify this Ordinance in the City's Code of Ordinances, as authorized by Chapter 52, Texas Local Government Code.


SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

SECTION 7. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

[Signatures on following page.]


THE FIRST READING OF THIS ORDINANCE WAS PASSED AND APPROVED ON
THIS 1 DAY OF April 2025.

APPROVED:



Ben Daniel, Mayor

ATTEST:



Angelica Lombardi, City Secretary

THE SECOND READING OF THIS READING WAS PASSED AND APPROVED ON
THIS _____ DAY OF _____ 2025.

APPROVED:

Ben Daniel, Mayor

ATTEST:

Angelica Lombardi, City Secretary

EXHIBIT “A”**BUILDING PERMIT FEES SCHEDULE**

(As adopted by City of Florence, Ordinance No. 2025-10, on _____, 2025.)

CITY OF FLORENCE, BUILDING PERMIT FEE SCHEDULE		
PLAN REVIEW AND INSPECTION FEES (LUMP SUM) - RESIDENTIAL	Fee	
New Single-Family Home - 1 to 2,500 square feet	\$892.00	
New Single-Family Home - 2,501 to 3,500 square feet	\$1,271.00	
New Single-Family Home - 3,501 to 4,500 square feet	\$1,651.00	
New Single-Family Home - 4,501 to 5,500 square feet	\$2,030.00	
New Single-Family Home - 5,501 square feet and up	\$2,410.00	+ \$0.38/square foot
Single-Family Home - Remodel with Mechanical, Electrical, and/or Plumbing	\$788.00	
Single-Family Home - Remodel (No Mechanical, Electrical or Plumbing)	\$466.00	
Auxiliary Building with Mechanical, Electrical, and/or Plumbing	\$788.00	
Auxiliary Building (No Mechanical, Electrical, or Plumbing)	\$386.00	
Generator	\$305.00	
Irrigation	\$225.00	
Solar Panels	\$305.00	
Swimming Pool	\$466.00	
Single Trade Inspection (Mechanical, Electrical or Plumbing) with no plan review required	\$81.00	
Fences	\$144.00	
Signs	\$202.00	
Roof Replacement without deck	\$87.00	
Roof Replacement with deck	\$173.00	
PLAN REVIEW AND INSPECTION FEES (LUMP SUM) - COMMERCIAL	City Fee	
Project Value		
Less than \$10,000 project value	\$259.00	
Less than \$25,000 project value	\$401.00	
Less than \$50,000 project value	\$659.00	
Less than \$100,000 project value	\$1,018.00	
Less than \$250,000 project value	\$2,219.00	

Less than \$500,000 project value	\$2,976.00	
Less than \$750,000 project value	\$4,503.00	
Less than \$1,000,000 project value	\$5,718.00	
Less than \$1,500,000 project value	\$7,328.00	
Less than \$2,000,000 project value	\$8,938.00	
Less than \$2,500,000 project value	\$10,548.00	
Less than \$3,000,000 project value	\$12,158.00	
Less than \$4,000,000 project value	\$15,378.00	
Less than \$5,000,000 project value	\$18,598.00	
Greater than \$5,000,000 project value	\$22,154.00	+ \$3.41 for each additional \$1,000 project value
Single Trade Inspection with no plan review required	\$81.00	
Code Enforcement Services (based on monthly rate)	Fee	
1 Day per week (6 hours on site/with additional hours used as admin)	\$2,392.00	per month
Additional Days (6 hours on site/with additional hours used as admin)	\$598.00	per day
Building Official (In support of substandard building inspection)	\$121.00	per hour
HOURLY RATE SCHEDULE	Fee	
Permit Tech Services	\$69.00	per hour
Building Official / City Planner / Floodplain Review Services	\$121.00	per hour
Fire Marshal / Sanitarian (Health) Sub-Standard Building Inspection Services	\$144.00	per hour
Senior City Planner	\$173.00	per hour
Civil Engineering Plan Review Services	\$288.00	per hour

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 2

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Wayne Thompson

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

CITY OF FLORENCE, TEXAS

ORDINANCE NO. 2025-11

AN ORDINANCE AMENDING ARTICLE 8.04, JUNKED VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF FLORENCE, TEXAS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, PENALTIES, CODIFICATION AND PUBLICATION, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Florence, Texas ("City"), is a Type A general-law municipality located in Williamson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Texas Local Government Code Chapter 51, the City has general authority to adopt ordinances and regulations that are for the good government, peace or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Transportation Code Chapter 683, Subchapter E, the City may adopt an ordinance regulating junked vehicles as a public nuisance to be abated and the City may adopt procedures for the abatement and removal of such junked vehicles from private or public property or public right-of-way consistent with the applicable state laws;

WHEREAS, the City Council previously adopted such an ordinance regulating junked vehicles by Ordinance No. 08-08-00, adopted in 2000, which was subsequently codified as Article 8.04 of the City's Code of Ordinances; and

WHEREAS, the City Council finds that junked vehicles are public nuisances that are detrimental to the public safety and welfare, tend to reduce property values, invite vandalism, create fire hazards, are attractive nuisances creating hazards to the health and safety of minors, produce urban blight adverse to the maintenance and continuing development of the City; therefore, it is necessary to continue to regulate junked vehicles to preserve and maintain the public health, safety, and welfare of the citizens of Florence, Texas; and

WHEREAS, City Council finds that amending Article 8.04, of the City's Code of Ordinances, is necessary and proper and in the best interests of the City and the public.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT. Article 8.04 of the Code of Ordinances of the City of Florence, Texas, is hereby amended to read in accordance with **Attachment “A”**, which is attached hereto and incorporated fully by reference for all purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as indicated on **Attachment “A”**. For clarity, a clean copy of Article 8.04 as amended by this Ordinance is also attached.

SECTION 3. REPEALER. This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of Florence, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which case the conflicting provisions of such ordinances and such Code are hereby repealed in so far only as to any direct conflict with the provisions of this Ordinance.

SECTION 4. SEVERABILITY. The phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid, or unenforceable by a court or administrative agency with jurisdiction over the matter, such declaration shall not be construed to affect any other valid phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 5. PENALTIES. The penalties for any person violating any of the provisions of Article 8.04, as amended, shall be as set forth in **Attachment “A”**.

SECTION 6. CODIFICATION AND PUBLICATION. The City Secretary is hereby directed to record and publish this Ordinance, and to codify this Ordinance in the City’s Code of Ordinances, as authorized by Chapter 52, Texas Local Government Code.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

SECTION 8. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

[Signature page follows.]

THE FIRST READING PASSED AND APPROVED ON THIS _____ DAY OF
_____ 2025.

APPROVED:

Ben Daniel, Mayor

ATTEST:

Angelica Lombardi, City Secretary

THE SECOND READING PASSED AND APPROVED ON THIS _____ DAY OF
_____ 2025.

APPROVED:

Ben Daniel, Mayor

ATTEST:

Angelica Lombardi, City Secretary

ATTACHMENT "A"

ARTICLE 8.04

(As amended by City of Florence, Ordinance No. _____, on _____, 2025.)

ARTICLE 8.04 JUNKED VEHICLES

§ 8.04.001. Definitions.

- (a) In this article:

Police Chief. The Police Chief or the Police Chief's designee.

- (b) All definitions contained in Chapter 683, Subchapter E, entitled "Junked Vehicles; Public Nuisance; Abatement," of the Texas Transportation Code, are expressly incorporated into this article and adopted, including all amendments thereto.

§ 8.04.002. Declaration of nuisance.

A junked vehicle, including a part of a junked vehicle, that is visible from a public place or public right-of-way:

- (1) Is detrimental to the safety and welfare of the public;
- (2) Tends to reduce the value of private property;
- (3) Invites vandalism;
- (4) Creates a fire hazard, in part due to containing any hydrocarbons;
- (5) Is an attractive nuisance creating a hazard to the health and safety of minors;
- (6) Produces urban blight adverse to the maintenance and continuing development of municipalities; and
- (7) Is a public nuisance.

§ 8.04.003. Exceptions.

The provisions in this article shall not apply to:

- (1) Any vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from a street or other public or private property.
- (2) Any vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or a junkyard.
- (3) Operable or inoperable vehicles that are antique, special interest, or artistic in nature and stored by a motor vehicle collector on the collector's property, provided that the vehicles and outdoor storage areas are maintained in such an orderly manner as they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery, or other appropriate means.

§ 8.04.004. Notice to remove.

- (a) Whenever any such nuisance is within the city in violation of this article, the Police Chief shall issue notice to order the abatement or removal of the nuisance. Such order shall:

Attachment "A"

- (1) Be in writing;
- (2) Specify the nature of the nuisance on private property, public property, or the public right-of-way, as the case may be, and its location;
- (3) Specify that the nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed;
- (4) Specify that, if the owner of the nuisance desires to request a hearing, a written request for a hearing consistent with Section 8.04.005 must be made not later than the 10th day after the date on which the notice was personally delivered or mailed;
- (5) Be either personally delivered, mailed by certified mail with a five-day return requested, or delivered by the United States Postal Services with signature confirmation service, to:
 - (A) The last known registered owner of the nuisance;
 - (B) Each lienholder of record of the nuisance; and
 - (C) The owner or occupant of:
 - (i) The property on which the nuisance is located; or
 - (ii) The property adjacent to the right-of-way, if the nuisance is located on a public right-of-way.
- (b) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.
- (c) If notice is returned undelivered, action to abate or remove the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.
- (d) After the expiration of the 10-day period to request a hearing, if an addressee of the notice set out in this section does not properly request a hearing, then such failure shall be deemed an admission that the automobile or part thereof is a nuisance. Upon such failure to request a hearing, but not earlier than the 11th day after the date of the return of the notice, the Police Chief may, at the Police Chief's discretion, take action to abate the nuisance, including taking possession of said nuisance and removing it from its location.

§ 8.04.005. Request for hearing; Preliminaries to hearing.

- (a) If any party listed under Section 8.04.004(a)(5) desires the hearing provided for in this article, the party shall present such a request in writing to the Police Chief not later than the 10th day after the date on which the notice under Section 8.04.004 was personally delivered or mailed.
- (b) Upon receiving a timely written request for a hearing, the Police Chief shall either:
 - (1) obtain a date, time, and place of the hearing before the City Council; or
 - (2) Issue a citation and file a complaint for scheduling a hearing before the Municipal Court.

- (c) The Police Chief shall have discretion as to whether a requested hearing shall be scheduled before the City Council or the Municipal Court, considering factors such as, but not limited to: the availability of the respective entities to hold a hearing reasonably promptly; the severity of the nuisance; the interests of public health, safety, and welfare; and any other circumstances of the particular nuisance relevant to the interests of the City in abating or removing such nuisance.

§ 8.04.006. Hearing before City Council.

- (a) When a hearing is requested and scheduled before the City Council:
 - (1) The Police Chief shall notify the applicable party of the date, time, and place of the hearing. Such hearing shall not be held earlier than the 11th day after the date of the service of the notice.
 - (2) The City Council shall hear any case brought before it and shall determine whether the party is in violation of this article.
 - (3) At the hearing, the junked vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.
- (b) Upon finding that said party is in violation of this article, the City Council shall order such party to remove and abate said nuisance within 10 days. If the party fails and refuses to remove and abate said nuisance within the allotted time, the City Council may order the Police Chief to have the same removed from its location. If so ordered, the Police Chief shall take possession of said nuisance and remove it from its location.
- (c) The relocation of a junked vehicle found to be a nuisance to another location in the City after the hearing before the City Council has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.
- (d) If the information is available at the location of the nuisance, the order requiring removal of the nuisance must include the vehicle's:
 - (1) Description;
 - (2) Vehicle identification number; and
 - (3) License plate number.

§ 8.04.007. Filing of complaint in Municipal Court.

Whenever a junked vehicle is found to exist within the City in violation of this article, the City may pursue the filing of an immediate complaint against the owner of the vehicle or the person responsible for such violation, after following the notice requirements as outlined in the above Section 8.04.004. Upon receiving a complaint for a junked vehicle, the clerk of the Municipal Court shall set a date and time for such a hearing on the court docket not earlier than the 11th day after the date of the return of the notice under Section 8.04.004. The clerk of the Municipal Court shall notify the City Attorney, or the City Attorney's designee, of the date and time of such hearing.

§ 8.04.008. Hearing in Municipal Court.

- (a) The judge of the Municipal Court shall hear any case brought before the court, as set out in this article, and shall determine whether the defendant has violated this article.

- (b) At the hearing before the judge of the Municipal Court, the junked vehicle is presumed, unless otherwise demonstrated by the owner, to be inoperable.
- (c) Upon finding that the defendant is in violation of this article, said defendant shall be deemed guilty of a misdemeanor punishable by a fine not to exceed \$200.00.
- (d) The judge of the Municipal Court shall further order the defendant to abate and remove the nuisance within 10 days.
- (e) If the defendant fails to remove and abate said nuisance within the allotted time, the judge of the Municipal Court may order the Police Chief to have the same removed from its location. If so ordered, the Police Chief shall take possession of said nuisance and remove it from its location.
- (f) If, after the expiration of the allotted time to remove the nuisance, the party has not caused or allowed the nuisance to be removed from the premises, the defendant shall be in violation of this article and be subject to an additional penalty for each day thereafter until the date the nuisance is removed.
- (g) The relocation of a junked vehicle found to be a nuisance to another location in the City after the hearing before the judge of the Municipal Court has commenced has no effect on the proceeding if the junked vehicle constitutes a nuisance at the new location.
- (h) If the information is available at the location of the nuisance, the order requiring removal of the nuisance must include the vehicle's:
 - (1) Description;
 - (2) Vehicle identification number; and
 - (3) License plate number.

§ 8.04.009. Removal with permission of owner or occupant.

If, within 10 days of receipt of notice from the Police Chief or any duly authorized person to abate or remove a nuisance, the owner or occupant of the premises gives written permission to the Police Chief for removal of the junked vehicle from the premises, the giving of such permission shall be considered compliance with the provisions of this article.

§ 8.04.010. Vehicles not to be made operable after removal.

In no event shall a junked vehicle be made operable or reconstructed after removal.

§ 8.04.011. Notice to state department of transportation.

The Police Chief, or any authorized person delegated authority to remove the vehicle, shall give notice to the State Department of Transportation of the removed vehicle not later than the fifth day after the date of removal.

§ 8.04.012. Disposal.

- (a) A junked vehicle, including a part of a junked vehicle, may be removed to a scrap yard, a motor vehicle demolisher, or a suitable disposal site operated by or contracted with the City

if the disposal is scrap or salvage only.

- (b) The City may operate a disposal site if the City Council determines that commercial disposition of junked vehicles is not available or is inadequate. The City may:
 - (1) Make final disposition of a junked vehicle or vehicle part; or
 - (2) Transfer the junked vehicle or part to another disposal site if the disposal is scrap or salvage only.

§ 8.04.013. Removal from unoccupied premises when owners cannot be located.

If there is a junked vehicle on premises that are unoccupied and none of the parties listed in Section 8.04.004(a)(5) can be identified and notified to remove and abate the nuisance, then, upon a showing of such facts to the City Council, the City Council may issue an order directing the Police Chief to have the vehicle removed, and the Police Chief shall take possession of the junked vehicle and remove it from the premises.

§ 8.04.014. Authority to enforce; immediate removal of vehicles obstructing traffic.

- (a) The Police Chief has full responsibility for administration of this article by regularly salaried, full-time employees of the City, except that any authorized person may remove the nuisance.
- (b) The Police Chief, or any duly authorized employee or agent of the Police Chief, is authorized to enter private property to examine a nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.
- (c) The judge of the Municipal Court, as well as the City Council, have the authority to issue all orders necessary to enforce the procedures of this article, consistent with Chapter 683, Subchapter E, of the Texas Transportation Code, and other applicable state laws.
- (d) Nothing in this article shall be construed to affect ordinances or statutes that permit the immediate removal of a motor vehicle left on public property which constitutes an obstruction to traffic.

§ 8.04.015. Penalty.

- (a) It shall be unlawful for a person to maintain a public nuisance described in Section 8.04.002 hereof.
- (b) Any person violating any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine not to exceed \$200.00.
- (c) Each transaction in violation of any provisions of this article shall be deemed a separate offense.
- (d) Each day a public nuisance is allowed to continue after it has been duly determined to be such shall constitute a separate violation.
- (e) Removal orders issued by the City Council may be appealed to the Municipal Court.

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 3

- ☐ New Item for Discussion
- ☒ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Angelica Lombardi

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

January 3, 2023 Public Hearing Minutes

Mayor Mary Condon called the public hearing to order at 6:35 pm. The meeting will hear public comments and concerns on the proposed rezoning request from the following- The meeting will hear public comments and concerns on the proposed rezoning requests-

KCE Homes to rezone from Single Family Residential to Planned Development District – WCAD Parcels R613831, R010964, R010963- Brewster Addition- 505 Brewster.

James Earl Johnson to rezone from Single Family Residential to Planned Development District – WCAD Parcel R360265, R360263, R360264- Bland Subdivision- Preslar Addition.

Mark and Valerie Juster/Builders Land Properties, LLC to rezone from Single Family Residential/Commercial to Planned Development District - -WCAD Parcels R474932, R618522, R474933- 292 FM 970

Mayor Mary Condon closed the public hearing at 6:37pm.

January 3, 2023 Minutes

The Florence City Council met on January 3, 2023, with Mayor Mary Condon presiding and Council members Lesa Ragsdale, Denise Deichmann, Kory Woolverton, Amy Hansson, and Debra Bartos Cahill were present.

Staff members present Amy L. Crane, Mary Dixon, Jeffrey Dixon, Adam Marsh, and AJ Olson.

Guests present: Brandon Adkinson, Robert Chambers, Clayton Skidmore, Jeff Daniell, Rick Castleberry, Robert Peerman, Al Peterson, JT Atkinson, Peggy Morse, Forrest Hyde.

Mayor Mary Condon called the meeting to order at 6:38 pm.

Mayor Mary Condon asked that Guests addressing the Council to speak at this time.

Jeff Daniell inquired about future water supply for the City of Florence. Mayor Mary Condon requested to be placed on the next agenda.

4. Consent Agenda-

Lesa Ragsdale made the motion to approve the minutes for December 6, 2022; as presented. Denise Deichmann seconded the motion. Mayor Mary Condon asked to poll the Council.

Lesa Ragsdale- for

Denise Deichmann- for

Kory Woolverton- for

Amy Hansson- for

Debra Bartos Cahill- for

Motion carried.

Regular Agenda-

Committee, Council Members, and City Staff Reports:

- 5. Mayor/Council Report-** No report.
- 6. Municipal Court-** See Report.
- 7. City Secretary, Amy L. Crane-** See Report.
- 8. Police Department, Chief Adam Marsh-** See Report.
- 9. Public Works Department-** See Report.
- 10. Florence Chamber of Commerce-** January 5, 2023- Main Street Clean-up. Business Showcase Vineyard at Florence, January 12, 2023, at 6:00 pm.
- 10. Florence Planning and Zoning Committee-** No report.
- 12. Building Services Director, Mary Dixon-** See Report.

13. Denise Deichmann made the motion approving a Resolution approving the Conceptual Plan submitted as part of the proposed rezoning request from **James Earl Johnson** to rezone from Single-Family Residential to Planned Development District – **WCAD Parcels- R360265, R360263, R360264- Bland Subdivision- Preslar Addition**. Debra Bartos Cahill seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for

Denise Deichmann- for

Kory Woolverton- for

Amy Hansson- for

Debra Bartos Cahill- for

Motion carried.

14. Debra Bartos Cahill made the motion to approve the recommendation from Planning and Zoning Commission to City Council on the proposed rezoning request **James Earl Johnson** and an Ordinance to rezone from Single-Family Residential to Planned Development District –**WCAD Parcels- R360265, R360263, R360264- Bland Subdivision- Preslar Addition**. Denise Deichmann seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for

Denise Deichmann- for

Kory Woolverton- for

Amy Hansson- for

Debra Bartos Cahill- for

Motion carried.

15. Debra Bartos Cahill made the motion approving a Resolution approving the Development Plan submitted as part of the proposed rezoning request from **James Earl Johnson** to rezone from Single-Family Residential to Planned Development District – **WCAD Parcels- R360265, R360263, R360264- Bland Subdivision- Preslar Addition**. Lesa Ragsdale seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for

Denise Deichmann- for

Kory Woolverton- for

Amy Hansson- for

Debra Bartos Cahill- for

Motion carried.

16. Denise Deichmann made the motion approving a Resolution approving the Conceptual Plan submitted as part of the proposed rezoning request from **KCE Homes** to rezone from Single-Family Residential to Planned

Development District – **WCAD Parcels R613831, R010964, R010963- Brewster Addition- 505 Brewster.** Lesa Ragsdale seconded the motion. Mary Condon asked to poll the Council.

Lesla Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

17. Debra Bartos Cahill made the motion approving the recommendation from Planning and Zoning Commission to City Council on the proposed rezoning request **KCE Homes** and an Ordinance to rezone from Single-Family Residential to Planned Development District – **WCAD Parcels R613831, R010964, R010963- Brewster Addition- 505 Brewster.** Lesa Ragsdale seconded the motion. Mary Condon asked to poll the Council.

Lesla Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

18. Lesa Ragsdale made the motion on approving a Resolution approving the Development Plan submitted as part of the proposed rezoning request from **KCE Homes** to rezone from Single-Family Residential to Planned Development District – **WCAD Parcels R613831, R010964, R010963- Brewster Addition- 505 Brewster.** Denise Deichmann seconded the motion. Mary Condon asked to poll the Council.

Lesla Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

19. Debra Bartos Cahill made the motion approving a Resolution approving the Conceptual Plan submitted as part of the proposed rezoning request from **Mark and Valerie Juster/Builders Land Properties, LLC** to rezone from Single-Family Residential/Commercial to Planned Development District – **WCAD Parcels R474932, R618522, R474933- 292 FM 970** with 32 foot curb-face to curb-face street widths based on Williamson County Fire Marshal's recommendation. Amy Hansson seconded the motion. Mary Condon asked to poll the Council.

Lesla Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

20. Denise Deichmann made the motion on approving the recommendation from Planning and Zoning Commission to City Council on the proposed rezoning request **Mark and Valerie Juster/Builders Land Properties, LLC** and an Ordinance to rezone from Single-Family Residential/Commercial to Planned

Development District – **WCAD Parcels R474932, R618522, R474933- 292 FM 970.** Debra Bartos Cahill seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

21. Denise Deichmann made the motion approving a Resolution approving the Development Plan submitted as part of the proposed rezoning request from **Mark and Valerie Juster/Builders Land Properties, LLC** to rezone from Single-Family Residential/Commercial to Planned Development District – **WCAD Parcels R474932, R618522, R474933- 292 FM 970** with 32 foot curb-face to curb-face street widths based on Williamson County Fire Marshal's recommendation. Debra Bartos Cahill seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

22. Debra Bartos Cahill made the motion approving a Resolution No 01032023-01 to enter into a maintenance contract regarding State Highways' within the territorial limits of Florence with the Texas Transportation Commission. Denise Deichmann seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

23. Debra Bartos Cahill made the motion to approve HLA Engineering as the awarded firm for 2023-2024 CDV23-0102 Grant for water/wastewater infrastructure projects. Amy Hansson seconded the motion. Mary Condon asked to poll the Council.

Lesa Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for
Debra Bartos Cahill- for
Motion carried.

24. Denise Deichmann made the motion to approve the Expenditures, as presented. Lesa Ragsdale second the motion. Mayor Mary Condon asked to poll the Council.

Lesa Ragsdale- for
Denise Deichmann- for
Kory Woolverton- for
Amy Hansson- for

Debra Bartos Cahill- for
Motion carried.

25. The next Council meeting is scheduled for February 7, 2023, at 6:00 pm. Mayor Mary Condon polled the Council who would be present at the next meeting.

Lesa Ragsdale- confirmed
Denise Deichmann- confirmed
Kory Woolverton- confirmed
Amy Hansson- confirmed
Debra Bartos Cahill- confirmed
Motion carried.

26. Mayor Mary Condon adjourned the meeting at 8:24 pm.

Angelica Lombardi, City Secretary

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, TEXAS, this
15th day of April, 2025.**

Ben Daniel, Mayor

ATTEST:

Angelica Lombardi, City Secretary

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 4

- ☐ New Item for Discussion
- ☒ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Mary Dixon

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

CITY OF FLORENCE

JOB TITLE: CITY ADMINISTRATOR

SUMMARY OF POSITION: As Chief Administrative Officer of the City of Florence, this individual acts as a central hub for finance, communication, and job management to ensure the efficient operation of the City. Supervises the day-to-day operations of the City and management of all city business in coordination with other Staff. He or she shall carry forth the directives of the City Council in accordance with all applicable state and federal laws in addition to the City Code of Ordinances, Resolutions, and any other policy or procedures of the City.

This individual's main responsibility is the City's finances; to include payables, receivables, payroll, budget, as well as coordinates between many entities both governmental and nongovernmental; they must be a proficient team leader, display strong conflict resolution capabilities, exhibit critical thinking skills, and always operate with impartiality and professional decorum. In an emergency, this person will be called to serve in a leadership capacity.

ORGANIZATIONAL RELATIONSHIPS:

Reports to: Mayor Pro-Tem, Mayor and/or City Council

EXAMPLES OF DUTIES:

- Directs and coordinates the administration of City business, per directives of the City Council and in accordance with all applicable laws, ordinances, policies and procedures.
- Assists in the preparation of agendas for City Council and its Advisory Bodies; Attends all City Council and Planning and Zoning Commission meetings; May attend other Advisory Board meetings upon request; May be called upon to provide information concerning City business and records; May be referred to for professional input on a variety of topics related to City projects, spending, and the management of city business and properties.
- Under the direction of the Mayor, compiles budget requests approved by City Council and oversees the forecast of funding needed for staffing, equipment, materials, and supplies; Monitors revenues and expenditures, and makes mid-year corrections regarding regular City business expenditures.
- Oversees the regular City business expenditures; Oversees the administrative tasks of City Council's approved expenditures; Coordinates with an outside Auditor to ensure the annual financial audit is complete when presented to City Council for approval; Approves purchases up to the allowed amount by Council.
- Ensures the City operates within its budget and keeps the City Council advised as to the financial condition and needs of the City.
- Required to become a signatory on the City's banking and investment accounts.
- Work with City Council to develop and implement plans.

- Executes deeds and contracts on behalf of the City; when authorized by a City Council Action, Ordinance, or Resolution.
- Responsible for the enforcement of the City's Code of Ordinances within City Limits and it's ETJ.
- Cultivates cooperative partnerships and interlocal agreements to access resources and improve the efficiency of the City and makes recommendations to City Council.
- Represents the City in conducting business with other Local, State, and Federal officials.
- Represents the City at conferences, professional and civic organizations at the local, state and national level.
- Presents City affairs update programs to local radio, clubs and civic organizations, as requested.
- Serves the community by responding to citizen issues in person or via email or phone.
- Oversees City Staff management training to ensure high quality City services.
- Supervises City Staff, including assigning and reviewing projects, completing performance evaluations, approving leave time and adjustments and makes recommendations to City Council regarding the hiring, terminating, and disciplining of City Staff.
- Advises, assists and provides staff support for Boards, Commissions, Committees, and other officials as needed.
- Conveys a positive, professional image by action, communication and appearance.
- Exhibits regular and reliable attendance, which is an essential function of the job.
- Exercises independent judgment and maintains confidentiality.
- Consulting with the City's legal counsel regarding legal issues and drafting of documents, and assisting in the City's defense against lawsuits.
- Serves as the Emergency Management Coordinator under the Mayor and the Flood Plain Administrator.
- Performs other related duties as required/assigned.

KNOWLEDGE OF:

- Applicable Federal, State, and Municipal laws and procedures.
- Election laws and procedures.
- Principles and methods of record keeping and report writing.
- Modern offices practices, procedures and computer equipment.
- City Planning and Development with Management level experience in this field.
- Municipal court operations.
- Human Resources.
- Municipal financial analysis and budget creation and maintenance.
- Skill in the use of computers, Microsoft Office and QuickBooks applications.
- Experience and skill in the use of Municipal Accounting and Management software.
- Skilled in clear verbal and written communication of complex material in a professional manner.

ABILITY TO:

- Provide information and organize material in compliance with laws, regulations and policies
- Direct the retention/destruction of official records in accordance with applicable laws and regulations.
- Meet the Public, understand their questions and provide information.
- Ability to make independent judgments regarding appropriate responses to routine and non-routine questions or situations.
- Ability to complete detailed administrative tasks of a complex budget.
- Ability to establish and maintain an effective working relationship with all levels of management, City officials, vendors, other government agencies, other employees and the public.
- Ability to meet deadlines and perform multiple tasks under pressure.
- Ability to prepare and make effective presentations, when needed.

EDUCATION AND EXPERIENCE:

- High School Diploma or equivalent.
- Bachelor's Degree in Public Administration, Business Administration, Finance or a related field. (preferred).
- Minimum of five (5) years of progressively responsible experience in municipal government administrative methods, finance, procedures, organizations, and functions management. (preferred).

CERTIFICATES AND LICENSES REQUIRED:

- Certified Public Manager or International City Management Association (ICMA) Credential Manager; preferred.
- Valid Texas Driver's License and a driving record which meets current City insurance liability requirements.
- Notary Public Licensure (or able to obtain).
- Must be able to pass a background check and be bondable.
- Maintain membership in "Good Standing" with TCMA, ICMA, GFOAT and any other organizations required for position.
- Proof of citizenship and/or eligibility to legally work in the United States.
- Successful completion of the following trainings within thirty (30) days of hire:
 - Public Finance Investment Act Training (10 Hours)
 - Open Meetings Act Training (1 Hour)
 - Public Information Act Training (1 Hour)

Employee Signature: _____

Supervisor or HR Signature: _____

Date: _____

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 5

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Mary Dixon

- ☐ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☒ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 6

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Mary Dixon

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

Mary Dixon:

Currently maxed at 200 hours; would need to allow a maximum of 240 hours or pay-out 40 hours @ \$31.25 = \$1,250.00 – **Prefers deferred until final pay.**

Samuel White Eagle Sr.:

Currently at 169.38 hours; would need to allow a maximum of 220 hours or pay-out 40 hours @ \$24.37 = \$974.70 – **Prefers pay-out**

APPROVED PERSONAL TIME OFF (PTO):

Regular, full-time employees earn:

Length of Service	Vacation Leave Bi-weekly	Maximum Anniversary Date Carryover	PREVIOUS:
First pay period to end of 2 nd year	6 hours	156 hours	192 Hours
Start of 3 rd and every year thereafter	8 hours	200 hours (should have been 208)	240 Hours

Regular 32-hour employees to whom the City Council has granted vacation benefits

Length of Service	Vacation Leave Bi-weekly	Maximum Anniversary Date Carryover	PREVIOUS:
First pay period to end of 2 nd year	4 hours	144 hours	192 hours
Start of 3 rd and every year thereafter	6 hours	196 hours	240 hours

Accrual, Use and Carryover. PTO leave will accrue each month provided that the eligible employee works at least 80 hours per pay period in the case of a regular full-time employee, 64 hours per week in the case of a 32-hour employee to whom the Council has granted vacation leave benefits.

PTO leave cannot be taken, nor will it be paid upon separation from employment for any reason, during the 90-day orientation period. The City Council reserves discretion to approve the time for PTO leave in appropriate and compelling circumstances.

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

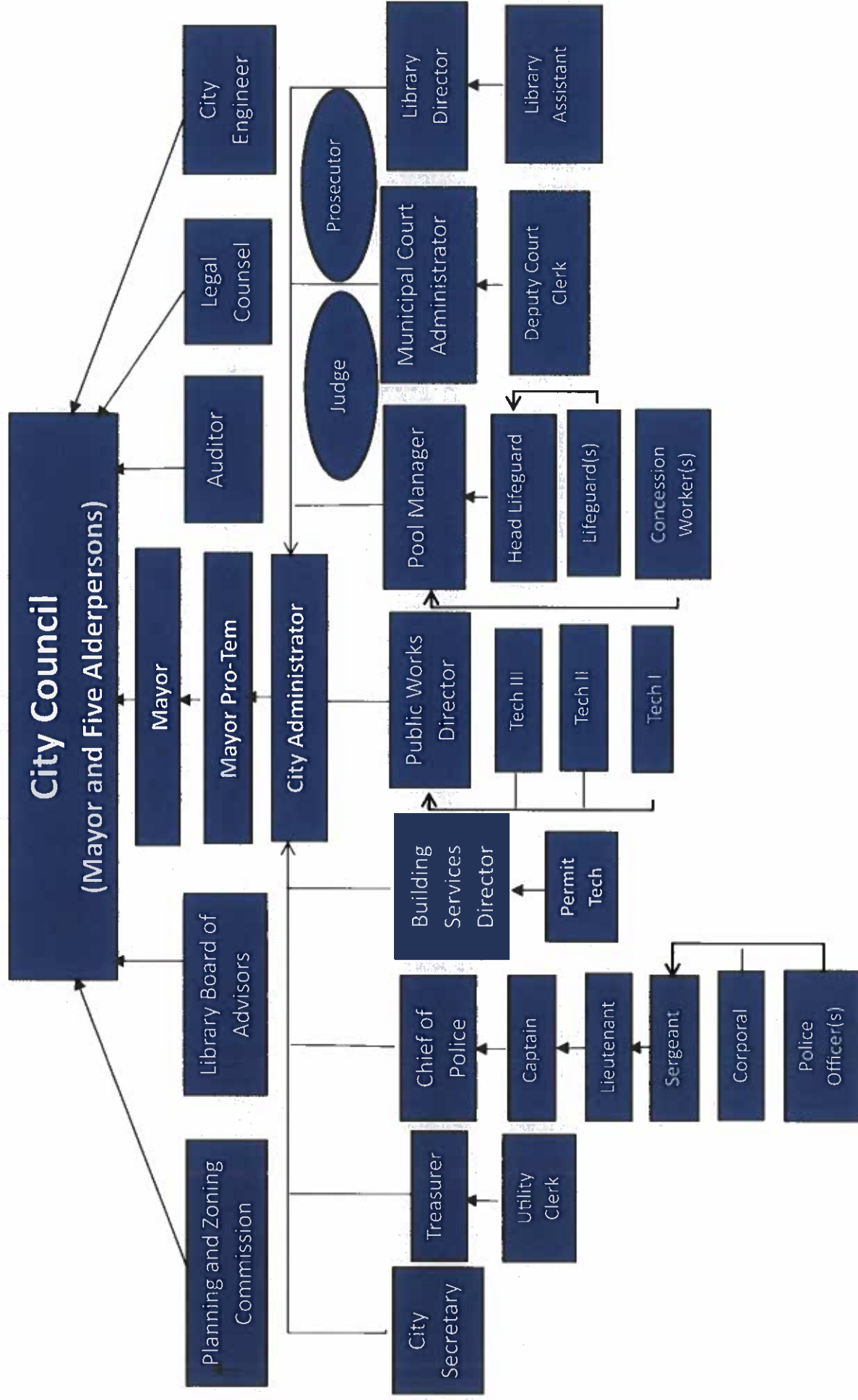
AGENDA ITEM #: 7

- ☐ New Item for Discussion
- ☒ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Tammy Louvier

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

Chain of Command



City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 8

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Cameron Barnard

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only



Disassembly & Inspection Quote

CUSTOMER: City of Florence

LSB Contact: Cameron Barnard

Rep: N/A

DATE: 4-8-2025

Quote NO. S-QUO8917

EQUIPMENT TYPE: (1) Lamson 558 Air Grease Blower

PROPOSED BY: Ahad Ali

SUPPLIER: LONE STAR BLOWER & COMPRESSOR

SCOPE: **PHASE 1**

SHIPPING AND DELIVERY OF BLOWER FROM CUSTOMER TO LSB&C

PHASE 2

DISASSEMBLY, CLEANING, AND INSPECTION – D&I Report and Formal Quote for Repairs

NOTES: NA

REVISION NO. R0

REVISIONS: N.A.

ATTACHMENTS: TERMS & CONDITIONS

Ahad Ali

LONE STAR BLOWER & COMPRESSOR

8883 West Monroe Road

Houston, Texas 77061

TEL: 832-532-3112

FAX: 832-532-3115

**DISASSEMBLY AND INSPECTION:**

- Disassembly & Teardown of Blower
- Marking of All Parts
- Cleaning of All Parts and Inspection
- Dimensional Check and Inspection
- Report Including Pictures & Inspection Findings
- Firm Quote to Include Cost of Repairs/Overhaul

SUMMARY

Item	Description	Qty	Unit \$	Total \$
1	Disassembly and Inspection - Blower (3-5 days)	1	750.00	750.00
2	Shipping Charges (if any, two ways)	2	PP&A	PP&A

ORDER INFORMATION – Attach with Purchase Order**PO Number:**

Contact Name:

Delivery Address:

Contact Phone:

Date Needed:

Approved By:



Quality Control Document
Terms & Conditions of Sale
(Equipment and/or Service)

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1. GENERAL: As used herein, "Seller" means Lone Star Blower "Purchaser" means the entity to which Seller's offer is made, or the entity purchasing Equipment and/or service from Seller. The term "Equipment" as used herein includes any and all products, equipment, parts, and accessories furnished by Seller to Purchaser. All offers and sales by Seller are expressly conditional upon these Terms and Conditions of Sale. Any terms or conditions in Purchaser's purchase order (or in any other Purchaser communication) which are different from or in addition to the terms and conditions contained in these Terms and Conditions of Sale are hereby objected to. All orders submitted to Seller are subject to approval by Seller's headquarters.

2. DELIVERY: The shipment/delivery period is an estimate only and commences after Seller's receipt of all necessary information, approvals, and signed submittals with release for manufacturing. In no event shall delivery be construed as falling within the meaning of "time is of the essence". Seller reserves the right to deliver in installments. Unless otherwise specified in Seller's quotation, delivery is F.O.B. Seller's manufacturing facility.

3. TITLE and RISK OF LOSS: Unless otherwise specified in Seller's written quotation, title and risk of loss or damage to the Equipment shall pass to Purchaser upon tender of delivery F.O.B. manufacturing facility. Notwithstanding the foregoing, a security interest in the Equipment or any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until full payment has been received by Seller. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect Seller's interest by adequately insuring the Equipment against loss or damage from any cause.

4. TAXES: Purchaser shall be responsible for applicable local, state and federal taxes which may be now or hereafter be applicable to, measured by, or imposed upon, or with respect to this transaction, the Equipment, its sale, its value or its use, or any services performed in connection therewith (except any taxes on Seller's income). If sales, use or other State or Municipal taxes in addition to any listed specifically as part of the stated purchase price, are imposed upon Seller, Purchaser agrees to pay the same or reimburse Seller upon demand. Seller will accept a valid exemption certificate from Purchaser, if applicable. If an exemption certificate previously accepted by Seller is not recognized by the governmental taxing authority involved, Purchaser agrees to promptly reimburse Seller for any taxes covered by such exemption certificate which Seller is required to pay.

5. PAYMENT: Unless specifically agreed otherwise in writing, payment is due in full within 30 days of the invoice date. Seller reserves the right to charge late fees on overdue amounts at a monthly rate of 1.5% (one and a half percent) or the rate permitted by law, whichever is lower. Purchaser shall have no right to set-off against any amounts which may become payable to Seller under this contract or otherwise, for amounts which Seller may allegedly or in fact owe Purchaser or any affiliate of Purchaser or assignee whether arising under this contract or otherwise. Any waiver by Seller of any lien or lien right shall be conditioned upon Purchaser's timely payment to Seller of all amounts due.

6. INSTALLATION: Unless Seller's written quotation specifies that Seller will perform installation of the Equipment, it is understood and agreed that Seller will not perform any installation of the Equipment.

7. START-UP, OTHER SERVICE: Any service (for example, Equipment start-up, if applicable) to be performed by Seller is specified in Seller's written quotation. Dates/time for the service is subject to scheduling and confirmation by Seller's service department. Seller's performance of service is subject to Seller's normal working hours (8:30 am to 5:00 pm, Monday through Friday excluding public holidays), unless expressly agreed otherwise. If any forklift, crane, and/or other lifting or rigging equipment or lighting equipment is necessary (as reasonably determined by Seller's service technician) for Seller to perform the service, Purchaser shall supply such equipment at its own expense together with sufficiently skilled and qualified labor in connection therewith, unless expressly agreed otherwise. If Purchaser requests Seller to comply with Purchaser's safety programs/procedures in connection with performing service at Purchaser's premises, Seller shall comply with such safety programs/procedures that have been provided in advance to Seller in writing with reasonable opportunity to REV1ew/implement, to the extent they are reasonable and applicable to the scope of Seller's activities at the premises.

8. INSURANCE: During the term of the Contract, Seller agrees to have the following insurance coverage:

- a) Commercial General Liability insurance in an amount of \$1,000,000 each occurrence for bodily injury and physical damage to tangible property, subject to an annual aggregate not to exceed \$2,000,000.
- b) Automobile Liability insurance in an amount of \$1,000,000 combined single limit each occurrence.
- c) Worker's Compensation insurance in accordance with applicable statutory law; and
- d) Employer's Liability insurance in an amount of \$1,000,000 for bodily injury each accident or disease.

If Seller will physically enter onto Purchaser's premises (or a third party's premises) in connection with the sale of the Equipment/ service, Seller agrees to, at Purchaser's reasonable request, provide an ACORD form of certificate confirming the above-stated insurance coverage. Seller shall have no other insurance-related requirement, unless specifically agreed to in writing by an authorized manager of Seller in connection with the order.



Quality Control Document
Terms & Conditions of Sale
(Equipment and/or Service)

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9. RETURN POLICY: Shipping and handling charges are not refundable. Purchaser is responsible for the return shipping fee. All returned items are subject to a 30% restocking fee. Returned items must be in brand new condition with all packaging enclosed in the exact condition in which you received them. Special order or non-stock items will not be accepted for return/refund.

10. CANCELLATION: Each party has the right to cancel the order/contract in whole or in part in writing with immediate effect if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party has the right to cancel the order/contract or any part thereof if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Unless an order is cancelled by Purchaser in accordance with this paragraph, Purchaser shall pay Seller's cancellation charges if Purchaser cancels the order (including if Purchaser cancels the order for Purchaser's convenience). The cancellation charges shall be reasonable and may include (among other things) all costs and expenses incurred, and commitments made by Seller and a reasonable profit thereon. Notwithstanding anything set forth to the contrary, Seller may suspend Seller's performance or cancel the order/contract (or any part thereof) immediately if Purchaser fails to provide payment security (if applicable) or if Purchaser fails to make any payments when due.

11. WARRANTY: Seller hereby warrants to Purchaser that the Equipment manufactured or distributed by it and delivered hereunder will be free from defects in material and workmanship under proper use and service; this warranty shall expire one (1) year from start-up or 18 months from the original shipment date from Seller's manufacturing facility whichever comes first. This warranty applies only to Equipment manufactured by Seller and does not cover motors, starters, electrical equipment or other components or accessories manufactured by others. Seller will repair or replace, F.O.B. its factory, any defective part or parts, at no charge, if promptly returned to it within the above-noted warranty period. This warranty extends only to the original purchaser of Equipment furnished hereunder and shall be void if the Equipment is repaired or tampered with in any manner other than by Seller's authorized service personnel. If Seller's inspection does not disclose a defect covered by the warranty, the Equipment will be returned to Purchaser at its expense or, if Purchaser elects, Seller will repair or replace the equipment and charge for such service at the regular rate. Seller hereby warrants to Purchaser that all other Equipment manufactured by Seller and delivered hereunder will be free from defects in material and workmanship under proper use and service; this warranty shall expire one year from the original shipment date from Seller's manufacturing facility. This warranty applies only to Equipment manufactured by Seller and does not cover components or accessories outside of standard packaged equipment offered. Seller will repair or replace, F.O.B. its factory, any defective part or parts, at no charge, if promptly returned to it within the warranty period. This warranty extends only to the original purchaser of Equipment furnished hereunder and shall be void if the product is repaired or tampered with in any manner other than by Seller's authorized service personnel. If Seller's inspection does not disclose a defect covered by the warranty, the Equipment will be returned to Purchaser at its expense or, if Purchaser elects, Seller will repair or replace the Equipment and charge for such service at the regular rate. Seller warrants to Purchaser that Equipment or parts thereof repaired or replaced pursuant to the above warranty under proper use and service against defects in workmanship and material; this warranty shall expire 60 days from date of start-up of such repaired or replaced. Equipment or parts thereof or on the expiration of the original Equipment warranty, whichever is later. If the nature of the defect is such that it is appropriate in the judgment of Seller to do so, repairs shall be made at the site of the Equipment. Seller warrants to Purchaser that any services performed by Seller in connection with startup or other servicing of Equipment shall be performed in a workmanlike manner; this warranty shall expire 60 days after the service date visit. If any nonconformity with this warranty appears, Seller shall re-perform the non-conforming portion of the services in a conforming manner. Any warranties granted beyond those stated above must be specifically identified as a warranty in Seller's specific quotation. Correction by Seller of nonconformities (i.e. repair or replacement of Equipment that is defective in material or workmanship, and re-performance of service which was not performed in a workmanlike manner) in the manner and warranty period provided above shall be Purchaser's exclusive remedy (and Seller's exclusive obligation) with respect to nonconforming Equipment and/or services. In the event Purchaser and Seller agree that Seller will sell any used Equipment to Purchaser, such used Equipment is sold AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR OTHERWISE. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR P



Quality Control Document
Terms & Conditions of Sale
(Equipment and/or Service)

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12. CONFIDENTIALITY: In connection with the order and/or performance under this contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business or products (including but not limited to the Equipment) or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of this contract, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Equipment/service under this contract, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Equipment/services as contemplated under this contract. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this paragraph survives any expiration/termination of this contract.

13. INTELLECTUAL PROPERTY: No patents, copyrights, trademarks, trade secrets, or other intellectual property rights are being sold, granted, transferred, or assigned to Purchaser. Without limiting the generality of the foregoing, Seller retains all right, title and interest in and to all inventions, discoveries, ideas, works of authorship (including but not limited to all drawings), processes, methods, know-how, and techniques developed, discovered or conceived by Seller or its employees, including without limitation those developed and/or used in connection with the manufacture of Equipment or performing services hereunder. Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Purchaser acknowledges and understands that no drawings, designs, specifications, or anything else provided by Seller shall be deemed to be "work made for hire."

14. PATENT INDEMNITY: Seller shall defend any suit or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment or any part thereof manufactured by Seller, and furnished under this contract constitutes infringement of any patent of the United States of America, provided Seller is promptly notified in writing and given authority, information and assistance for defense of same, and Seller shall, at its option, procure for Purchaser the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace the same with non-infringing equipment, or remove said Equipment and to refund the purchase price (less a reasonable amount for the time the Equipment was used). The foregoing shall not be construed to include any agreement by Seller to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment, except those which are inherent in the Equipment as furnished. The foregoing states the entire liability of Seller with regard to patent infringement. If any Equipment shall be sold by Seller to meet Purchaser's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Purchaser agrees to defend, protect, and indemnify and save harmless Seller from any loss, damage, or injury arising out of a claim, suit or action at law or equity for actual or alleged infringement of any patent of the United States or foreign country because of the sale of such Equipment, and to defend any suits or actions which may be brought against Seller.

15. SOFTWARE: In the event any Equipment includes software in any form, such software is not sold to Purchaser but is only licensed on a limited, non-exclusive basis. Subject to Purchaser's compliance with these terms and conditions of sale, Seller grants to Purchaser for the useful life of such Equipment a royalty-free, non-exclusive, non-transferable license to use the software as intended by Seller solely for normal use of the Equipment. Purchaser shall not create derivative works based on the software, or REVERSE engineer, or disassemble or decompile the software, or transfer, copy, modify, or otherwise change the software.

16. EXPORT CONTROL: Equipment, technical data, technology, software, and services furnished by Seller to Purchaser shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Product, services, technical data, technology, software or other technical information or assistance or other item furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation.



Quality Control Document
Terms & Conditions of Sale
(Equipment and/or Service)

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Any export and/or re-export must be in strict accordance with applicable U.S. export laws and regulations, as well as United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Violation of this paragraph constitutes a material and non-curable breach and entitles Seller to terminate the order immediately (even after shipment of the Equipment).

17. FORCE MAJEURE: If either party is delayed at any time by any Force Majeure, such party shall have such additional time within which to perform its obligations as may reasonably be necessary under the circumstances. "Force Majeure" means circumstances beyond the delayed party's reasonable control, including but not limited to, acts of God, acts of public enemies, wars, delays by Seller's suppliers, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, lightning, fire, storms, earthquakes, and civil disturbances.

18. LIMITATION OF LIABILITY:

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE EQUIPMENT OR SERVICES, DOWNTIME COSTS, AND DELAY COST) HOWSOEVER ARISING, WHETHER ON ACCOUNT OF EQUIPMENT OR SERVICES FURNISHED HEREUNDER, DELAYS OR OTHERWISE (WHETHER A CLAIM IS BASED ON WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE).

SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND (WHETHER BASED ON WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICING, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT SHALL BE LIMITED TO 100% OF THE PURCHASE PRICE AMOUNT PAID BY PURCHASER TO SELLER UNDER THIS CONTRACT FOR THE SPECIFIC EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. ALL CAUSES OF ACTION AGAINST SELLER ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PERFORMANCE HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF TIME OF ACCRUAL THEREOF.

19. MISCELLANEOUS:

19.1 If for any reason, Seller's quotation (or any other document or act by Seller) is deemed an acceptance of an offer from Purchaser, such acceptance is expressly conditional upon Purchaser's assent to any additional or different terms or conditions set forth in these Terms and Conditions of Sale.

19.2 No modification or additional term or condition shall be applicable to this contract by virtue of Seller's receipt, acknowledgment or acceptance of Purchaser's purchase order, shipping instruction forms, or other Purchaser documentation containing terms or conditions which are different from or in addition to those set forth in these Terms and Conditions of Sale. Any such modifications or additional terms or conditions are specifically rejected and deemed a material alteration hereof. Purchaser's issuance of a purchase order or Purchaser's acceptance of any drawings, Equipment, or services from Seller shall (without prejudice to any other manner in which acceptance of these Terms and Conditions of Sale may be evidenced) constitute full acceptance of these Terms and Conditions of Sale.

19.3. Neither party shall assign or transfer this contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Seller may without consent assign this contract (or any of rights or obligations hereunder) to any of its affiliates and use sub-contractors.

19.4. If any part of this document is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or enforceability does not affect any other provision, and this document shall be construed as if the invalid or unenforceable provision had never been set forth.

19.5. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in this document shall constitute a waiver of any other breach or of such provision.

19.6. The validity, performance, and all other matters relating to the interpretation and effect of this contract shall be governed by the laws of the State of Texas, USA, without regard to its conflict of laws principles, and the exclusive forum shall be the State of Texas. The United Nations Convention on the International Sale of Goods shall not apply.

19.7 These Terms and Conditions of Sale cannot be superseded, amended, or modified except by a written document signed in handwriting by Seller's duly authorized officer and Buyer's duly authorized representative.

19.8. All headings, captions and numbering in these Terms and Conditions of Sale are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

19.9. Seller and Purchaser are independent contractors; neither party shall act as the agent for the other. This contract is between Seller and Purchaser alone, and there are no intended rights or benefits provided hereunder to any third party.



LONE STAR
TURBCO

RENTALS

CUSTOMER:	City of Florence	CONTACT:	Cameron Barnard
DATE:	04-09-2025	QUOTE NO:	SQUO-9894
EQUIPMENT TYPE:	Rental Blower Package	PROPOSED BY:	S.Polidano

SUPPLIER: LONESTAR BLOWER

SPECIFICATIONS: RENTAL BLOWER PACKAGE – BLOWER/MOTOR/SKID/STARTER, MULTISTAGE, 700 CFM, 7-9 psi.g , AIR, 480 V , 60 hp, 32-100°F, C/W ACCESSORIES.

BY CUSTOMER: WIRING TO STARTER
LIFTING EQUIPMENT
INSTALLATION

REVISION NO. R0

REVISIONS: N.A.

NOTES: N.A

ATTACHMENTS: BLOWER CUT SHEET
PERFORMANCE CURVE
ACCESSORIES LIST
TERMS & CONDITIONS

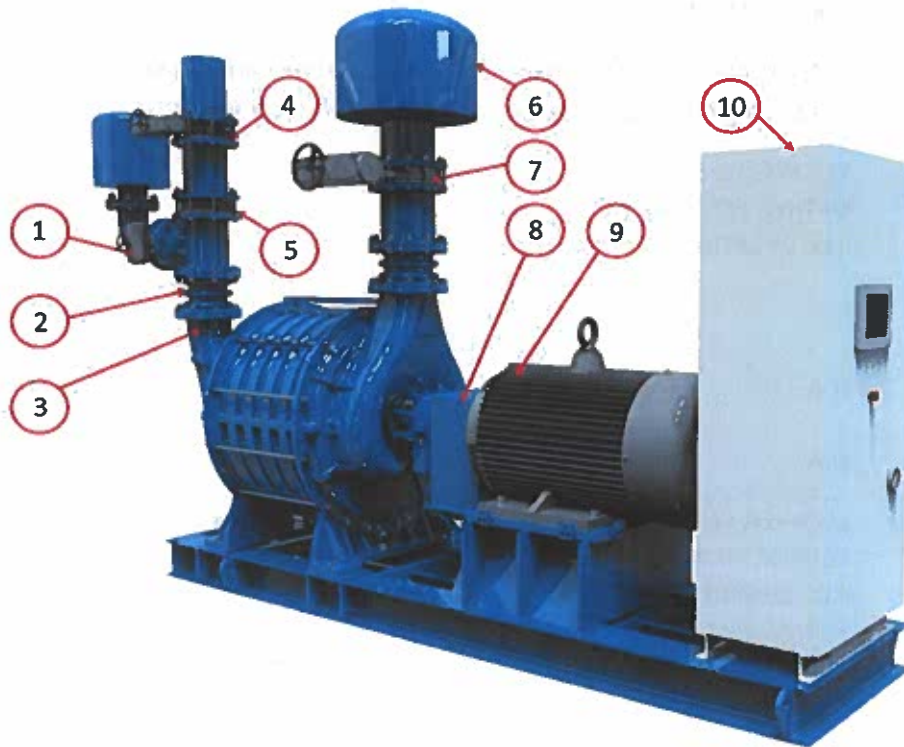
Stephen Polidano
LONE STAR BLOWER
8883 West Monroe Road
Houston, Texas 77061
TEL: 832-532-3112
CELL: 281-387-8779
FAX: 832-532-3115



1.0 APPLICATION

APPLICATION	Air BLOWER
DESIGN FLOW	700 SCFM
DESIGN PRESSURE	7-9 psi.g
DESIGN TEMPERATURE	32 to 100 °F
DESIGN RH%	65 %
BLOWER PACKAGE HP	60-75 HP

1.1 FEATURES



- | | |
|------------------------------|-----------------------|
| 1. Blow Off Valve & Silencer | 6. Filter/Silencer |
| 2. Expansion Joint | 7. Inlet Valve |
| 3. LS Blower | 8. Coupling |
| 4. Discharge Valve | 9. Motor |
| 5. Check Valve | 10. LCP/Motor Starter |

The above layout is for reference only and does not depict the actual layout for this proposed project. The unit will be identified upon receiving purchase order and all details submitted to the customer for approval.



1.2 FINANCIAL PROPOSAL

DESCRIPTION	RATE \$
BLOWER PACKAGE PREPARATION FEE (ONE TIME)	\$ 1,750.00
RENTING BLOWER PACKAGE 1 – (MONTHLY RATE)	\$ 4,000.00
FACTORY TEST	INCLUDED
ACCESSORIES (SEE LIST)	INCLUDED
SHIPPING ONE WAY (ESTIMATE)	\$ 500.00
STARTUP (OPTIONAL)	\$ 2,750.00

RENTAL PERIOD: *Minimum rental period is 1 month (28 days/month).* Additional billing periods are every 28 days and rate will be pro-rated accordingly.

RENTAL START DATE: On date of shipping from LSB facility in Houston.

RENTAL END DATE: On date if return to LSB Facility in Houston

INSPECTION: All rented equipment is inspected upon return and if found damaged the rental rate will be applied until the repair works are approved by the end user.

WELNESS CHECK: Wellness check required every 6 months. Refer to Section 3.

PAYMENT TERMS: Prices quoted above are NET 30 days (w/approved credit)

PAYMENT PLAN: *Preparation fee and first month of rent paid prior to shipping.*
Successive invoices every 28-day period payable based on credit terms agreed.

LEAD TIME: **24-48 hours from PO (subject to availability)**

SCOPE OF SUPPLY: Any work or equipment beyond the scope of this proposal will be performed or provided only after customer approval and acceptance by Lone Star Blower. No assumption should be made that anything not specifically defined is included.

VALIDITY: This quotation is valid for 30 days.

TERMS & CONDITIONS: Attached is a copy of our standard terms & conditions.



1.3 TECHNICAL OFFER

Lone Star Multistage Centrifugal Blower, accessories and controls for efficiency optimization and minimized power consumption. This proposal is offered in accordance with Lone Star Blower's standard design specifications.

Standard Major Package Components:

Blower: (1) Lone Star MC5-08 Multistage Air Blower is series Package consisting of:

- Cast Iron Body
- Carbon Steel Shaft
- Aluminum Alloy Impellers
- Grease Lubricated
- Case Drains
- 6" Inlet ANSI 150#
- 5" Discharge ANSI 150#

Skid: Lone Star Premium Structural Steel Skid/Base consisting of:

- Heavy Duty I-Beam Construction
- Powder Coated
- Blower Mounting Pads
- Blower Jack Bolts
- Motor Mounting Pads
- Motor Jack Bolts
- Lifting Eyes on Corners
- Premium Coupling
- OSHA Coupling Guard

Motor: (1) 60 HP Motor , 3600 RPM, 460 V, 60HZ, 3 PH, TEFC

Starter: INCLUDED

HMI Panel: Not Included

Paint: Blower & Skid will include manufacturer's standard finish.RAL-5005 Dark Blue.



1.4 ACCESSORIES – INCLUDED AT NO CHARGE WITH PACKAGE

Item	Description	QTY
1	INLET VALVE	1
2	DISCHARGE VALVE	1
3	INLET FILTER	1
4	CHECK VALVE	1
3	RUBBER VIBRATION PADS	8
4	LUBRICATION OIL (GALLON)	2

1.5 ACCESSORIES – EXTRA – MONTHLY RATES

Item	Description	Rate \$
1	Reducer 5 or 6 " to ANY"	150.00
2	Flexible Hose 6" x 20' Flanged ANSI 150# SS	300.00
3	Bolts and Gaskets Kit 16" and less	75.00

1.6 PACKAGING AND FREIGHT

SHIPPING FROM: LONESTAR BLOWER, 8883 W. MONROE RD, HOUSTON, TX 77061

PACKAGING: Included

COST: Estimate provided in proposal, but actual cost is on prepay and add 10% basis

1.7 STARTUP (OPTIONAL)

Lone Star Blower has a fully trained & experienced service group which will perform equipment commissioning and training.

DURATION: 2 day (Startup and training)

TRAVEL TIME: 2 days

Pre startup checklists must be filled by customer before the technician can travel to site for startup and commissioning.



1.8 ORDER INFORMATION – Attach with Purchase Order

PO Number: _____

Contact Name: _____

Delivery Address: _____

Contact Phone: _____

Date Needed: _____

Approved By: _____

Initial: _____

**Compressor Performance Datasheet**

Customer	:		Quote number	:	
Customer reference	:		Size	:	M510
Item number	:	Florence TX	Stages	:	8
Service	:		Based on curve number	:	M510-I1001-8
Quantity	:	1	Date last saved	:	09 Apr 2025 10:00 AM
			Impeller	:	1001

Operating Conditions*Standard conditions : (14.70 psi.a , 68.00 deg F , 36.00 %)*

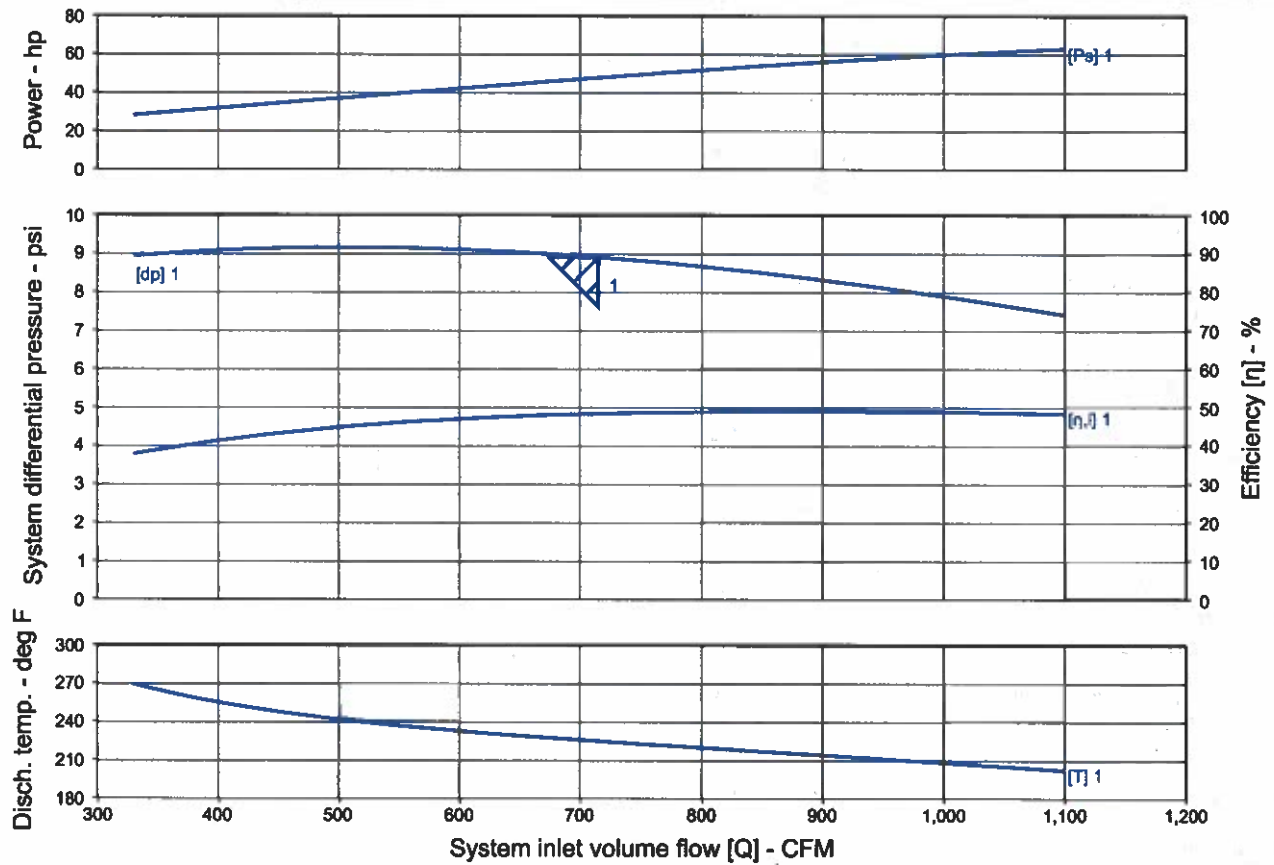
Condition		1					
System inlet volume flow	CFM	715.0					
Flow at standard conditions	SCFM	715.0					
Mass flow	lbm/s	0.89					
Mass flow, dry	lbm/s	0.89					
System inlet temperature	deg F	68.00					
System inlet pressure	psi.g	0.00					
Inlet pressure loss	psi						
Compressor discharge pressure	psi.g	8.91					
Discharge pressure loss	psi						
System discharge pressure [p2]	psi.g	8.91					
Compressor differential pressure	psi	8.91					
System differential pressure [dp]	psi	8.91					
Atmospheric pressure	psi.a	14.70					
Elevation above sea level	ft	0.00					
Site Supply Frequency	Hz	60					
Type of gas		Air					
Relative humidity	%	36.00					
Molecular weight (MW)		28.88					
Specific heat (Cp)	Btu/(lb.deg F)	0.2416					
Ratio of specific heat (k)		1.40					

Performance

Quantity of units operating		1					
Speed	rpm	3550					
System discharge pressure (actual) [p2]	psi.g	8.91					
Inlet throttling applied		No					
Efficiency, polytropic [#p]	%	51.75					
Efficiency, total	%	-					
Power, shaft [Ps]	hp	48.00					
Temperature rise	deg F	157.3					
Discharge temperature	deg F	225.3					
Rise to surge	psi	0.03					
Turndown	%	53.85					
Surge pressure	psi	8.95					
Surge flow	CFM	330.0					

**Compressor Performance Datasheet**

Customer	:		Quote number	:	
Customer reference	:		Size	:	M510
Item number	:	Florence TX	Stages	:	8
Service	:		Based on curve number	:	M510-I1001-8
Quantity	:	1	Date last saved	:	09 Apr 2025 10:00 AM
			Impeller	:	1001



LONE STAR



MC-5

Multistage Centrifugal Turbo Blower

Model MC-5

Standard Specifications

Gas	Air, Steam, H ₂ S, Biogas, Fuel Gas, CO ₂ , N ₂ , LNG, Custom
Flow Range	100% to 45% of Rated Flow*
Pressure Range	12 PSIG / 800 mbar Delta
Maximum Case Pressure	25 PSIG / 1.7 bar
Stages	1 to 10 (11 at 50Hz)
Drive Type	Direct Coupled, Belt Drive
Power Driver Options	Electric 2-Pole Motor, Steam Turbine, Combustion Engine
Cooling	Self Cooled Air, Integral Fan
Lubrication Options	Grease, Splash Lubricated Oil, or Mist Connections
Bearings	Anti-friction type AFBMA L10 up to 300,000 hrs
Enclosure	Optional
Sound Level	< 85 dba
Sound Level with Enclosure	Job Specific
Filtration Rating (std)	98% at 10 micron, or as required
Seals Air	Labyrinth Type
Seals Gas	Closed Grease with Stuffing Box, Carbon Ring with Purge, Custom Available
Shaft End Dimension	1.625 in (41.28 mm) diameter at coupling
Inlet / Outlet Flange Size	5" / 5" ASA 125# / ANSI 150# Drilling, Optional DIN 150 Adapter Flange

Control Options

Control Methods	Variable inlet valve, speed control, blow off, or combination
Local Controller	sLOC™ Standard - Custom for Allen Bradley, Modicon, Siemens or Other
HMI	sLOC™ Standard or Custom HMI
Remote Monitoring	sLINK™ or Custom
Control Set Points	Pressure, Flow, Power, Custom Input

Standard Materials of Construction

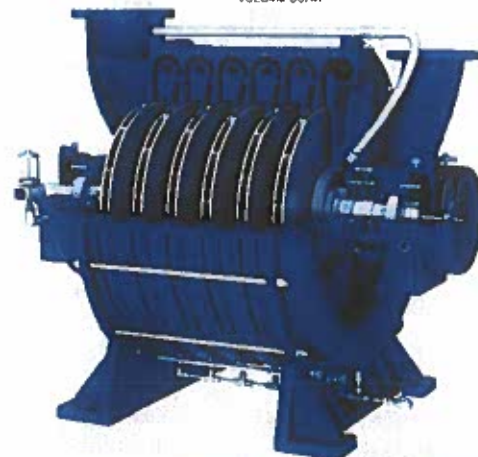
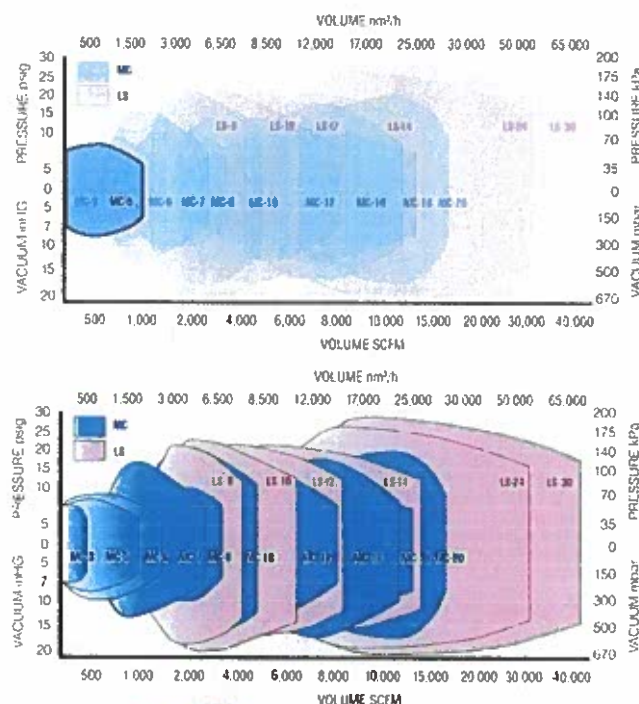
Casing, Volute	ASTM A48 Class 25/30 Cast Iron, Ductile
Bearing Housings	ASTM A48 Class 25/30 Cast Iron, Ductile
Impeller	ASTM A365 T6 Cast Aluminum, ASTM AA-6061 Fabricated, Stainless
Shaft	ASTM A109 1045-, Stainless Steel
Seals Air	ASTM B86 Z25631 Zinc Alloy, Aluminum
Seals Gas	ASTM C695 Molded Graphite
Joint Sealing of Casings	RTV Silicon or O-Ring
Blower Base Skid	ASTM A36 Structural Steel
Isolation Pads	Neoprene Rubber
Finish	2 Part Epoxy Lone Star Blue RAL5005

Optional Testing & Certifications

API	API 617, API 672 Features
Electrical	UL 508A, CE, CSA
Hazardous Location	ATEX, Class1 - Division 1- Division 2, Zone 0-2
Balancing	ISO 1940, G2.5 grade
Noise Level	OSHA 1910.95, ISO 2151:2004
Performance	ASME PTC-10, PTC-13, ISO 5389
Hydro Testing	1.5 Time MAWP
Overspeed Testing	Optional
Positive Material ID	XRF, OES, Material Certification
NACE Compliance	Optional
Special Coatings	Optional

Service

Air, Gas, Pressure, Vacuum



www.lonestarturbo.com

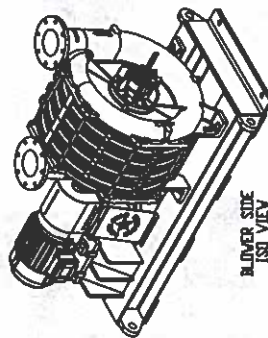
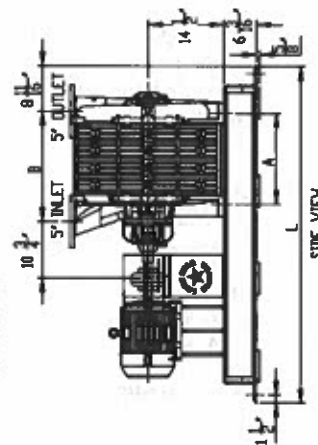
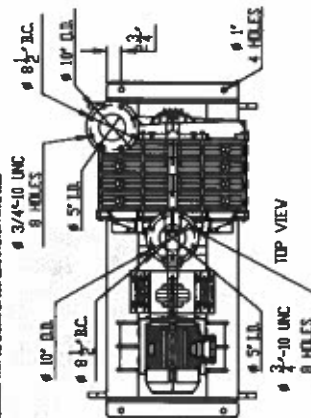
* Information is approximate and can change without notice / * Air Performance Based on 1 Atm, 68F/20C, 36% RH and 3550 rpm

LSB-MC-5-Dec-23

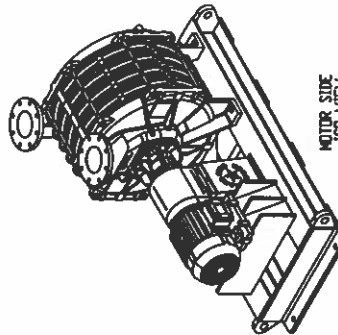
PACKAGED DIMENSIONS

MODEL	A*	B*	L†
MCS-1	4.31 (109)	7.91 (201)	55 (1397)
MCS-2	7.56 (192)	11.16 (283)	55 (1397)
MCS-3	10.81 (275)	14.41 (366)	55 (1397)
MCS-4	14.06 (357)	17.66 (449)	64 (1626)
MCS-5	17.31 (440)	20.91 (531)	64 (1626)
MCS-6	20.56 (523)	24.16 (614)	72 (1829)
MCS-7	23.81 (605)	27.41 (698)	72 (1829)
MCS-8	27.06 (687)	30.66 (779)	72 (1829)
MCS-9	30.31 (770)	33.91 (862)	85 (2159)
MCS-10	33.56 (852)	37.16 (944)	85 (2159)
MCS-11	36.81 (935)	40.41 (1027)	95 (2413)

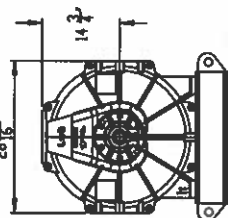
* DIMENSIONS ARE SHOWN IN INCHES AND PARENTS ARE APPROXIMATE.
 † DIMENSIONS ARE SHOWN IN INCHES AND PARENTS ARE APPROXIMATE.
 DIMENSIONS VARY DEPENDING ON COUPLING & MOTOR FRAME SIZE.



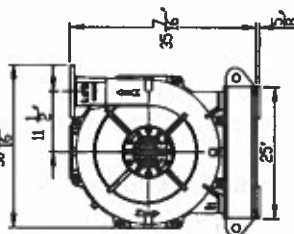
BLOWER SIDE
ISO VIEW



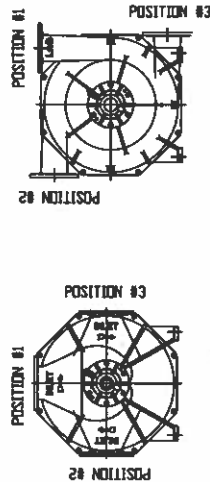
MOTOR SIDE
ISO VIEW



INLET VIEW



OUTLET VIEW



INLET VIEW

OUTLET VIEW

THE ORIENTATION OF THE INLET AND OUTLET IS SELECTABLE FROM ANY OF THE THREE DIFFERENT POSITIONS, AS VIEWED WHEN FACING THE EXTERIOR OF THE PARTS.

INERTIA BASED ON CAST IMPELLERS
 APPROXIMATE WEIGHT FOR BLOWER AND SCID PLUS MOTOR.

MODEL	WEIGHT		WK ²
	LB	Kg	
MCS-1	913	414	6
MCS-2	1040	472	12
MCS-3	1163	528	18
MCS-4	1320	599	24
MCS-5	1447	657	30
MCS-6	1618	735	36
MCS-7	1745	792	42
MCS-8	1872	850	48
MCS-9	2032	923	54
MCS-10	2159	980	60
MCS-11	2319	1052	66

WEIGHT IS FOR REFERENCE ONLY
 WEIGHTS LISTED ARE APPROXIMATE

THE INFORMATION CONTAINED IN THIS
 DRAWING IS THE PROPERTY OF
 LONE STAR. IT IS TO BE USED FOR THE
 MANUFACTURE OF THE PRODUCT
 IDENTIFIED HEREIN AND FOR NO OTHER
 PURPOSES WITHOUT THE WRITTEN
 CONSENT OF LONE STAR.

LONE STAR

MC 5
 MULTISTAGE TURBO

SIZE	DMG. NO.	MARKETING	REV
B			0

SCALE: 1:20

DO NOT SCALE

SHEET 1 OF 1

LONE STAR BLOWER, INC

RENTAL AGREEMENT TERMS & CONDITIONS

1. DEFINITIONS: a. "Lessee" shall mean the party to this contract identified herein other than the Lone Star Blower entity identified on the face of this Agreement. b. "Lessor" shall mean the Lone Star Blower entity identified on the face of this Agreement.

2. RENTAL PERIOD: The rental period shall commence from the date of shipment of the rental equipment, accessories and related spare parts and supplies covered by this agreement (the "Equipment") from the point of shipment and shall continue until Lessee's receipt of an off rent confirmation notice. Provided, however, for all rentals in which Lessee is responsible for arranging freight, the rental shall not terminate until return to Lessor's yard. The rental period shall not be subject to pro-ration. The off rent confirmation notice will be released upon testing the rental equipment. This is carried out within maximum of 48 hours from receiving back the equipment.

3. DETERMINATION OF RENTAL CHARGES: Lessee shall pay for the rental period on each piece of Equipment named in the list of equipment in this agreement, including any parts encompassed thereby, at the rate herein stipulated. A rental rate is for a minimum rental period of one week, any portion of a week will be charged as a full week. A MONTH IS DEFINED AS A PERIOD OF TWENTY-EIGHT (28) DAYS.

4. PAYMENT: All rentals and other charges due under this agreement are due and payable within 30 days from the date of invoice, provided applicable credit limits are approved by Lessor, failing which rentals shall be due and payable in advance on a weekly basis to Lessor at the address set forth in this Agreement and in which case payment for the minimum rental period shall be due before the delivery of the Equipment to Lessee or the latter's agent or carrier, unless otherwise agreed in writing. In addition to its termination rights, Lessor, in Lessor's sole discretion, may change payment terms to advance billing and payment due upon receipt, if Lessee becomes delinquent on any payments due and owing, under this Agreement or any other rental agreement. All overdue payments, for all charges, including damages and losses, shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law without prejudice to Lessor's rights and in particular without prejudice to Lessor's right contained in Section 16 to terminate this agreement for non-payment of rental. Any invoicing requirements of Lessee must be provided in advance of the rental or will be deemed waived.

5. LOADING, UNLOADING AND TRANSPORTATION: Lessee shall bear the expense of and responsibility for unloading and reloading the Equipment at Lessee's receiving point, including all injuries and damages resulting therefrom, and shall pay all demurrage charges incurred at the shipping or receiving points. Lessee shall be responsible for shipping expenses from the original point of shipment to Lessee's receiving point and all return shipping expenses to Lessor's yard or such other point as Lessor shall in writing direct, regardless of whether these costs are advanced by Lessor. However, if Lessor directs Lessee in writing to return all Equipment to a place other than Lessor's yard, then Lessee shall pay the shipping expenses up to but not beyond the amount that would have been required to return the Equipment to Lessor's yard. Lessee must have an authorized agent available to sign a bill of lading upon delivery of the Equipment by the carrier. If no agent is provided at the time of delivery, Lessee authorizes Lessor's employee to execute the bill of lading as Lessee's agent and such execution shall be deemed an acceptance of the condition of the Equipment upon delivery, and for all losses occurring to the Equipment thereafter while in Lessee's possession, except as expressly set forth in Section 19 below.

6. RECALLING AND RETURNING NOTICE: Lessor may recall any or all Equipment upon thirty (30) days written notice to Lessee and Lessee may return any or all Equipment upon like notice to Lessor. In the event of recall, Lessee shall remain responsible for any loading, unloading, and transportation costs as referred to in Section 5.

7. MAINTENANCE, OPERATION AND REPAIRS: Unless otherwise agreed upon in writing, Lessee shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. Lessee shall at its own expense operate, maintain and keep in good repair the Equipment and return it in the same condition in which it was received. Specifically, Lessee must: (a) Ensure that the Equipment is operated by qualified personnel in accordance with applicable manufacturer's guidelines and instructions. (b) Ensure that the Equipment is used for applications within the capacity ratings of the Equipment. (c) Comply with all applicable federal, state and local laws and regulations in connection with operating, handling and transporting the Equipment. (d) Inspect the Equipment on a regular basis. (e) Supply all fuel, coolants, lubricants and other fluids necessary to operate the Equipment. (f) Immediately notify Lessor of any known problems or malfunctions or suspected malfunctions or problems or those that should reasonably be known or suspected upon regular inspection that are necessary to keep the Equipment in good running order. (g) Perform all routine and minor repairs and maintenance necessary to keep the Equipment in good running order, unless otherwise agreed in writing. (h) The cost of parts worn out due to normal wear and tear are covered within the rental rates of this agreement. (i) Broken parts due to misuse or mishandling of the rental equipment will be replaced and charged to the lessor. The Lessee will be notified of this with the off rent confirmation notice. (j) If major repairs are needed, the cause of which is misuse or mishandling of the rental equipment, the Lessee is provided 5 working days for approval of the repairs. If the approval period takes more than 5 business days, then the rental will continue until approval is issued by the Lessee.

8. DAMAGE TO EQUIPMENT: Lessee shall be liable to Lessor for all loss or damage to the Equipment, while it is in the possession of Lessee, regardless of the cause or origin of such loss or damage, except as limited by Section 19. Subject to the provisions of Section 8 hereof, Lessee shall advise Lessor within seven (7) days of the receipt of the Equipment of any shortages or damage claim which it might have and unless such notice is given within such period such claim for shortage or damage shall be invalid and unenforceable. In the event of partial loss or damage to the Equipment, Lessee shall immediately notify Lessor of such, and if its failure to so notify Lessor results in additional or consequential damage to Lessor, Lessee agrees to pay for all such damages. The repair of the damaged Equipment will be governed by Section 19.

9. INDEMNIFICATION: LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, LAWSUIT, CAUSE OF ACTION, JUDGMENT, PENALTY AND/OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND OTHER COSTS OF SUIT) ON ACCOUNT OF PROPERTY DAMAGE OR LOSS, OR PERSONAL INJURIES (INCLUDING ILLNESS, DISABILITY OR DEATH) RESULTING FROM THE OPERATION, USE OR HANDLING OF THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF LESSEE AND/OR A THIRD PARTY.

10. INSURANCE: Lessee shall at Lessee's own expense and for all relevant periods maintain: (i) commercial general liability insurance to protect Lessee and Lessor against damage to property or persons from the operation, handling and use of the Equipment during the rental period with minimum coverage of

\$1,000,000 per occurrence/\$2,000,000 general aggregate, (ii) commercial auto insurance to protect Lessee and Lessor against damage to property or persons from transportation-related losses with minimum coverage of \$1,000,000 per occurrence/\$2,000,000 general aggregate.

11. LEGAL EXPENSES: Lessee shall pay all costs, charges and expenses including reasonable attorney's fees incurred in retaking possession of the Equipment hereby rented, in the collection of any sums which may be due and owing Lessor by Lessee, including but not limited to the defense of any action brought against Lessor for damages caused by the Equipment to any person while the Equipment is in the possession of Lessee. The Equipment shall be deemed to be in the possession of Lessee for all purposes of this agreement from the time Lessee begins loading it for transit from Lessor's yard until the time that Lessee has completed unloading the Equipment at Lessor's yard or such other points as Lessor shall in writing direct, except as otherwise limited herein.

12. ENVIRONMENTAL FEES: Not applicable

13. SUBLETTING & ASSIGNMENT: Lessee shall not re-rent any Equipment nor shall Lessee assign or transfer any interest in this agreement without the prior written consent of Lessor. If the Equipment is re-rent, Lessee shall require its customer, the end user and any third party in contractual privity in between to be bound by the terms and conditions hereof. Any person or entity to which this Contract is assigned pursuant to the provisions of the U.S. Bankruptcy Code, 11 U.S.C. Section 101 et. seq., shall be deemed without further act or deed to have assumed all of the obligations arising under the rental agreement to which these terms and conditions apply on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption, however a party's failure to deliver such documentation shall not relieve that party or its successor of the obligations created herein.

14. RENTAL OF NON-SCHEDULED ITEMS: Not applicable

15. TERMINATION OF THE AGREEMENT: If any of the following events occur (i) Lessee fails to make payment in accordance with the terms of this agreement and such failure continues for a period of five (5) days, (ii) Lessee becomes bankrupt, insolvent or makes an assignment for the benefit of its creditors, (iii) Lessee fails to maintain and/or operate or to return the Equipment as provided by this agreement, (iv) Lessee fails to maintain the insurance required by Section 11, (v) Lessor reasonably believes that Lessee is unable to comply with the payment terms hereof as a result of delays in payment under this Agreement or any other rental agreement with Lessor or is likely to become bankrupt, insolvent or make an assignment for the benefit of its creditors, (vi) Lessee violates any material provision hereof (vii) the Equipment is lost, damaged, stolen, destroyed or seized by a governmental agency after it had been placed in the possession of Lessee, (viii) Lessor has a reasonable belief that there is an unusual risk of damage to the Equipment or that Lessee cannot adequately protect the Equipment, or (iv) a Force Majeure event that lasts longer than two (2) weeks, then Lessor may at its option, after three (3) days' notice in writing of such event exercise, without further notice, any one or more of the following options: (a) turn off or suspend Lessee's use of the Equipment and related services, (b) terminate this agreement, (c) retrieve the Equipment wherever it may be found without becoming liable for damages or for trespass, and/or, (d) in addition to any other remedies Lessor may have, recover all amounts due together with any damages for injury to the Equipment and all expenses incurred in turning off, recovering, retrieving or repossessing the Equipment. Lessee waives any right to claim damages resulting from any of the above

remedies exercised by Lessor. Lessee further waives any right to additional notice and opportunity to cure pursuant to this Section 16 for any default following Lessee's cure of a prior default.

16. WARRANTY: Lessee has selected the Equipment rented hereunder for its own purposes and Lessee expressly disclaims any reliance upon any statements or representations made by Lessor. EXCEPT FOR SATISFACTORY RATED OPERATION OF THE EQUIPMENT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT AND LESSOR HEREBY DISCLAIMS SAME. Lessor's liability under this Section 17 is limited to repairing or replacing (at the discretion of Lessor) any Equipment not performing according to rated operation.

17. AUTHORITY OF AGENTS: The execution hereof by an agent of Lessee shall conclusively establish the authority of such agent to contract herein, unless Lessor receives written notification to the contrary prior to the loading of the Equipment for transit.

18. SPECIAL CONDITIONS: Notwithstanding any provisions contained herein to the contrary: a. If the Equipment goes down for mainten

ance or repairs while in Lessee's service, Lessee may notify Lessor and if Lessee elects to return the down Equipment, Lessor will make arrangements to send Lessee Equipment to replace it. Lessee will be charged for all applicable transportation costs. b. (i) If the Equipment goes down for maintenance or repairs while in Lessee's service and Lessee elects not to return the down Equipment, Lessor will send a qualified technician to repair it. Lessee shall pay for travel time, mileage, labor, and parts for the services of each such technician. (ii) If Lessor determines that the required maintenance or repairs is Lessor's responsibility, the labor and parts required for repair will be provided at no charge to Lessee. (iii) If major repairs or maintenance is needed, the cause of which is misuse or mishandling of the rental equipment" (including those resulting from improper maintenance or the failure to perform required maintenance, or for any reason other than Lessor's negligence) is Lessee's responsibility, then Lessee agrees to pay, within thirty (30) days from receipt of Lessor's invoice, all applicable transportation costs, travel time, mileage, labor, and parts for the repair, even if service is performed by Lessor upon return of the Equipment. In such event, the Lessee is provided 5 working days to approve the cost of repair. If the approval period takes longer than 5 days then the Lessee shall also be liable for and agrees to pay, pro-rata on the agreed rental rate based on the monthly period taken as 28 days. If approval is sent by the Lessee within the 5 business days, the lessee shall be responsible for the cost of repair, and off rental certificate will be issued.

19. TAXES AND FEES: Lessee shall pay all license fees, registration fees, assessments, duties and taxes which may now or hereafter be imposed upon the ownership, possession, lease or use of the Equipment, excepting only those based on Lessor's net income or exempted by law. Lessee shall promptly notify Lessor of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning taxes, fees or assessments.

20. COMPLIANCE WITH LAWS: Lessee shall comply with all environmental and other laws, rules and regulations with regard to the operation of the Equipment including any local, state or Federal Air Quality Legislation.

21. OWNERSHIP OF EQUIPMENT; ENCUMBRANCES: The Equipment is, and shall at all times remain, the property of Lessor, and Lessee shall have no right, title or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of this agreement. Lessee shall not remove or deface any plate or marking on the Equipment identifying Lessor as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall at all times remain, personal property of Lessor notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. Lessee shall keep the Equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give Lessor prompt notice of any attachment or judicial process affecting the Equipment.

22. LIMITED LIABILITY: IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT IN NO WAY LIMITED TO LOSS OF USE, LOSS OF REVENUES, PROFITS OR ANTICIPATED PROFITS, LOST LABOR TIME, LOST OR SPOILED PRODUCT, DELAY, LIQUIDATED OR PUNITIVE DAMAGES.

23. SCOPE OF DAMAGES: LESSOR'S LIABILITY AND INDEMNITY OBLIGATIONS, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL RENTALS RECEIVED FROM LESSEE BY LESSOR FOR THE EQUIPMENT WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

24. NOTICE: For purposes of this agreement, notice shall be provided and deemed made by the following methods only: (1) by U.S. certified or registered Mail, return receipt requested, postage prepaid, on the date the return receipt is signed or, if not signed and/or accepted, on the date the return receipt establishes the first attempt at delivery was made (2) by 24 hour nationally reputable private courier delivery service (i.e., Federal Express, UPS, DHL), 24 hours after it is delivered to the private courier, (3) by hand delivery, upon delivery and acknowledgement of receipt by the party to whom it is delivered, (4) by facsimile, upon documented receipt of successful transmission or (5) by email, with proof of delivery receipt. Notice shall be provided to Lessor at Lone Star Blower, LLC, 4607 W. Admiral Doyle Drive, New Iberia, Louisiana 70560 and to Lessee at the address identified on the front page of this agreement or at any other address subsequently provided to Lessor by Lessee by any method providing in this Section 25.

25. ENTIRE AGREEMENT; GOVERNING LAW; VENUE: This agreement constitutes the entire agreement between Lessor and Lessee, and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties relating to the Equipment rental and related services. Without limiting the foregoing, no "click-through", "browse-wrap", or other terms which Lessor may be required to "accept" to access a Lessee's website or portal shall have any force or effect. This contract is governed by the laws of the requisite country and state (or judicial district) where the contract is performed, as set forth below. Additionally, as set forth below, the parties hereto further submit to the jurisdiction of the federal and state (or judicial district) courts of such country as follows: Location Where Contract is to Be Performed Law and Jurisdiction United States of America (including US Territories) Harris County - Texas, USA Canada Province of Ontario - Ontario, Canada Lessor and Lessee hereby irrevocably consent to the jurisdiction of the federal and state (or judicial district) courts listed above, and shall be bound by any judgments rendered thereby after all appeals taken. If any provision of this Agreement shall otherwise contravene or be invalid under the laws of any state or other jurisdiction where it is applicable but for such contravention or invalidity, such contravention or invalidity shall not invalidate all of the provisions of this Agreement, but rather this Agreement shall be reformed and construed as not to contain

the such provision or provisions, but only to the extent that they are contravening or are invalid under the laws of that state or jurisdiction. All other provisions of the Agreement shall remain in full force and effect.

26. CHANGES, MODIFICATIONS, WAIVERS, ETC: Changes, modifications, waivers, additions or amendments to the terms and conditions of this agreement shall be binding on Lessor only if such are in writing and signed by a duly authorized representative of Lessor. The failure of Lessor to enforce, at any time or for any period of time, any of the provisions of this agreement shall not constitute a waiver of such provisions or of the right of Lessor to enforce each and every provision.

27. FORCE MAJEURE: If the performance by either party of any of its obligations shall in any way be prevented, interrupted or hindered as a consequence of an Act of God, war, civil disturbance, riot, strike, lockout, fire, earthquake or other natural calamities, legislation or restriction of any government or other authority, force majeure or any other circumstances beyond the reasonable control of such party, the obligations of the party concerned shall be wholly or partially suspended during the continuance and to the extent of such prevention of interruption or hindrance.

28. SERVICES PROVIDED BY LESSOR-RELATED COMPANIES: Lessee acknowledges that Lessor's equipment and services provided under this agreement may originate from Lessor's related companies located outside of the country where the services will be performed under this agreement. Lessee agrees that the described services provided under this agreement may be performed by the employees, sub-contractors or service providers of Lessor-related companies located outside of this country.

29. RESTRICTIONS ON EMPLOYMENT. Lessee shall not employ any employee of Lessor who performed work, directly or indirectly, on behalf or for the benefit of Lessee for twelve months following the last date Lessor's employee performed such work.

30. CONFIDENTIALITY. Unless required by law or all bids are made known to all competing vendors as part of the bidding process, Lessee shall keep all competitive bidding information submitted by Lessor confidential, regardless of whether said information is marked "Confidential". Lessor's bid materials, this Agreement, if different, and any derivative works resulting therefrom are confidential and proprietary to Lessor. As such, Customer acknowledges the confidential and proprietary nature thereof and shall maintain its confidentiality, only use the confidential information for the purpose thereof, provide such confidential information only to those employees and other parties with the need to know and require all such individuals to be bound by the terms contained herein. These restrictions on use and disclosure shall not apply to any information (i) independently developed by Lessee, as evidenced by documentation in its possession, or which is lawfully received free of restriction from another source having the right to so furnish such Information; (ii) after it has become generally available to the public without breach of this Agreement by Lessee; or (iii) ordered or required to be released pursuant to applicable law, regulation, or a verifiable court order, provided that each party has been given notice of and, to the extent possible, an opportunity to contest such order. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, designs, works of authorship or other know how developed or created by Lessor prior to or during the course of performing work for Lessee, or developed jointly with Lessee, shall belong exclusively to Lessor. Lessor shall have the exclusive right to, and shall bear all of the costs of, acquiring intellectual property rights, such as patents and copyrights, for any inventions or developments associated with this Agreement and the work or derivative work developed as a result thereof.

31. APPLICABILITY OF TERMS & CONDITIONS: The terms and conditions hereof shall be deemed accepted and binding upon Lessee upon transfer of custody of the Equipment to the carrier for delivery to Lessee's receiving point, regardless of whether the Rental Agreement is signed by Lessee. To the extent these terms and conditions or Lessor's proposal are in conflict with any terms and conditions provided by Lessee, the terms and conditions hereof shall dictate. Notwithstanding any provision therein to the contrary, unless otherwise expressly agreed in writing and evidenced by signature of both parties, any terms attached to a purchase order or other customer-provided document are expressly rejected and shall have no force or effect. To the extent these terms and conditions are in conflict with any terms and conditions of a master service agreement with Lessee, the terms and conditions of the master service agreement shall dictate, unless the conflict is acknowledged in writing in which the parties expressly agree to conflicting terms. V09.24.19

32. COUNTERPARTS: This Agreement, including Lessor's proposal and these terms and conditions by reference therein, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same agreement. Signatures of acceptance may be exchanged by facsimile, scan or e-mail, and each party agrees to be bound by its own telecopied or electronically submitted signature, and to accept the telecopy or electronic signature of the other party. Alternatively, acceptance of Lessor's proposal and these terms and conditions by reference therein may be made by email acknowledgement.

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 9

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Mary Dixon

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

Unpaid Bills Report

Florence - Water & Sewer

All Dates

DATE	NUM	AMOUNT	OPEN BALANCE
Act Pipe			
04/04/2025	S101201730.001	697.12	697.12
Total for Act Pipe		\$697.12	\$697.12
Aflac due to General Fund			
04/30/2024	Aflac Post May	404.94	404.94
Total for Aflac due to General Fund		\$404.94	\$404.94
AI Clawson Disposal, Inc.			
03/17/2025	740101	625.00	625.00
Total for AI Clawson Disposal, Inc.		\$625.00	\$625.00
Alterman, Inc			
05/20/2024	147907	4,465.00	4,465.00
Total for Alterman, Inc		\$4,465.00	\$4,465.00
Amazon Capital Services			
04/07/2025	1XDC-9FVK-CWYY	379.98	379.98
04/07/2025	161W-HPYN-997Y	54.29	54.29
Total for Amazon Capital Services		\$434.27	\$434.27
Brightspeed			
10/04/2024	10/04/24 to 11/03/24	218.11	218.11
Total for Brightspeed		\$218.11	\$218.11
Deluxe Checks			
02/15/2025	9007082627	211.99	211.99
Total for Deluxe Checks		\$211.99	\$211.99
DSHS Central Lab MC2004			
04/01/2025	CEN.CD3793_32025	636.00	636.00
Total for DSHS Central Lab MC2004		\$636.00	\$636.00
Florence Grain			
03/28/2025	509319	1.95	1.95
Total for Florence Grain		\$1.95	\$1.95
General Fund			
08/31/2023	CPA62	5,000.00	5,000.00
09/29/2023	CPA65	10,000.00	10,000.00
03/01/2024	Misc	1,082.75	1,082.75
03/11/2024	permits due to GF	8,080.07	8,080.07
03/11/2024	Pool Due to GF	200.00	200.00
Total for General Fund		\$24,362.82	\$24,362.82
Home Depot Credit Services			
03/04/2025	8862708	111.75	111.75
03/06/2025	6905007	82.15	82.15
03/12/2025	871643	221.46	221.46

Unpaid Bills Report

Florence - Water & Sewer

All Dates

DATE	NUM	AMOUNT	OPEN BALANCE
03/20/2025	2872377	200.25	200.25
03/06/2025	6213392	-8.52	-8.52
Total for Home Depot Credit Services		\$607.09	\$607.09
Impact Fees			
03/11/2024	Impact Fees Due GF	28,910.00	28,910.00
Total for Impact Fees		\$28,910.00	\$28,910.00
L & S Enterprises LLC			
08/08/2023		619.40	619.40
03/10/2025		12,386.25	1,636.25
Total for L & S Enterprises LLC		\$13,005.65	\$2,255.65
Scott & White due to General Fund			
10/01/2023	October	2,157.42	2,157.42
11/01/2023	November	1,674.51	1,674.51
12/01/2023	December	558.17	558.17
01/01/2024	January	1,116.34	1,116.34
02/01/2024	February	2,357.84	2,357.84
03/01/2024	March	1,728.15	1,728.15
04/01/2024	April	1,622.05	1,622.05
05/01/2024	May	1,046.00	1,046.00
06/01/2024	June	2,198.10	2,198.10
07/01/2024	July	2,198.10	2,198.10
08/01/2024	August	2,198.10	2,198.10
09/01/2024	September	2,198.10	2,198.10
Total for Scott & White due to General Fund		\$21,052.88	\$21,052.88
Texas Fleet Fuel due to General Fund			
09/01/2024	08/26/24-09/01/24	201.85	201.85
09/08/2024	009/02/24-09/08/24	153.87	153.87
09/15/2024	09/09/24-09/15/24	245.67	245.67
09/22/2024	09/16/24-09/22/24	205.07	205.07
09/29/2024	09/23/24-09/29/24	164.90	164.90
09/30/2024	Package Fees	35.94	35.94
Total for Texas Fleet Fuel due to General Fund		\$1,007.30	\$1,007.30
Trihedral, Inc.			
03/31/2025	Q33883	613.50	613.50
Total for Trihedral, Inc.		\$613.50	\$613.50
TOTAL		\$97,253.62	\$86,503.62

\$3001.43

Unpaid Bills Report

CITY OF FLORENCE

All Dates

DATE	NUM	AMOUNT	OPEN BALANCE
Amazon Capital Services			
06/04/2024	1JJJ-TWWJ-3J3T	199.46	48.00
06/09/2024	1RFH-YDWN-X4HQ	77.82	77.82
Total for Amazon Capital Services		\$277.28	\$126.82
Brightspeed			
08/04/2023	x08042023	200.28	200.28
09/13/2023	X09132023	200.04	200.04
Total for Brightspeed		\$400.32	\$400.32
Cougar Lube and Wash			
02/28/2025	72231	97.17	97.17
03/28/2025	73393	108.86	108.86
Total for Cougar Lube and Wash		\$206.03	\$206.03
Deluxe			
02/15/2025	9007082627	225.99	225.99
Total for Deluxe		\$225.99	\$225.99
Galls			
05/01/2024	027819214	4.45	4.45
08/13/2024	028759268	660.32	660.32
Total for Galls		\$664.77	\$664.77
General Fund			
10/01/2023		3,000.00	3,000.00
Total for General Fund		\$3,000.00	\$3,000.00
Hejl, Lee & Associates, Inc			
03/12/2025	190007	6,250.00	6,250.00
04/02/2025	190009	1,260.00	1,260.00
Total for Hejl, Lee & Associates, Inc		\$7,510.00	\$7,510.00
Home Depot			
03/06/2025	6905012	25.92	25.92
03/06/2025	6905007	18.90	18.90
03/12/2025	871643	399.00	399.00
Total for Home Depot		\$443.82	\$443.82
HRdirect			
05/02/2023	INV13626158	137.99	137.99
Total for HRdirect		\$137.99	\$137.99
Langford Community Management Services			
03/13/2025	6117	5,750.00	5,750.00
Total for Langford Community Management Services		\$5,750.00	\$5,750.00

Unpaid Bills Report

CITY OF FLORENCE

All Dates

DATE	NUM	AMOUNT	OPEN BALANCE
LexisNexis Risk Data Management, Inc			
03/31/2025	1100119431	50.00	50.00
Total for LexisNexis Risk Data Management, Inc		\$50.00	\$50.00
Lumen			
02/01/2025	01/30/25-02/28/25	1,154.81	1,154.81
02/12/2025	02/12/25-03/11/25	1,933.05	1,933.05
03/12/2025	03/12/25-04/11/25	1,933.05	1,933.05
Total for Lumen		\$5,020.91	\$5,020.91
Oliver, Rainey, & Wojtek LLP			
03/31/2025	190761	85.00	85.00
Total for Oliver, Rainey, & Wojtek LLP		\$85.00	\$85.00
Pitney Bowes Global Financial Services, LLC			
07/25/2024	3319443819	201.06	201.06
Total for Pitney Bowes Global Financial Services, LLC		\$201.06	\$201.06
Pitney Bowes Inc.			
10/24/2024	3319875129	201.06	201.06
Total for Pitney Bowes Inc.		\$201.06	\$201.06
Renaissance Systems, INC (Folkerson)			
04/01/2025	142687	796.58	796.58
Total for Renaissance Systems, INC (Folkerson)		\$796.58	\$796.58
Texas Fleet Fuel			
07/16/2023	07/10/23 to 07/16/23	726.28	447.00
09/24/2023	09/18/23 to 09/24/23	815.24	163.00
11/19/2023	11/13/23 to 11/19/23	292.63	5.00
11/27/2023	Package fees	761.71	761.71
03/31/2024	03/25/24 to 03/31/24	554.05	435.00
09/01/2024	08/26/24-09/01/24	591.78	591.78
09/08/2024	09/02/24-09/08/24	609.55	609.55
09/15/2024	09/09/24-09/15/24	612.91	612.91
09/22/2024	09/16/24-09/22/24	658.20	658.20
09/29/2024	09/23/24-09/29/24	622.85	622.85
Total for Texas Fleet Fuel		\$6,245.20	\$4,910.00
The Reinalt-Thomas Corporation			
04/02/2025	2282558	57.00	57.00
Total for The Reinalt-Thomas Corporation		\$57.00	\$57.00
USDA Rural Development			
03/26/2025	97-20-04	16,195.00	16,195.00
Total for USDA Rural Development		\$16,195.00	\$16,195.00

Unpaid Bills Report

CITY OF FLORENCE

All Dates

DATE	NUM	AMOUNT	OPEN BALANCE
Williamson Cnty Tax Assessor-Col			
12/01/2022	9079382	7.50	7.50
Total for Williamson Cnty Tax Assessor-Col		\$7.50	\$7.50
Williamson County Sun			
03/30/2025	65370	124.74	124.74
03/30/2025	65372	105.00	105.00
Total for Williamson County Sun		\$229.74	\$229.74
TOTAL		\$47,705.25	\$46,218.91

1/ \$3128.17

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 10

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Ben Daniel

- ☐ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☒ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only

City of Florence Agenda Item Cover Sheet

MEETING DATE: April 15, 2025 6:00 p.m.

AGENDA ITEM #: 11

- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

INITIATED BY: Ben Daniel

- ☐ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☒ Verbal
- ☐ No Paperwork at Time of Packets
- ☐ No paperwork needed. Routine action item only