REGULAR SESSION OF THE JUNE TERM OF THE COUNTY COMMISSIONER'S COURT OF UPTON COUNTY, TEXAS

June 17, 2019

BE IT REMEMBERED, that on the 17th day of June, 2019 the Commissioner's Court of Upton County, Texas met in Regular Session in the Upton County Park Building, Rankin, Texas. As set out in chapter 551 of the Government Code, meetings of governmental bodies must be open to the public, Subchapter C§551.002, except for expressly authorized executive sessions, and the public must be given notice of the time, place and subject matter of meetings, Subchapter C§551.041 §551.043 §551.049. Emergency meetings are conducted under Subchapter C§551.045. The agenda for this meeting was posted as required and with a quorum being present, the following proceedings were had to-wit:

PRESENT AND PRESIDING:

Pete Jackson	Commissioner, Precinct #1
Tommy Owens	Commissioner, Precinct #2
Mike Smart	Commissioner, Precinct #3
Gary Wolfe	Commissioner, Precinct #4

Absent:

Dusty Kilgore	County Judge

OTHER COUNTY OFFICIALS PRESENT:

LaWanda McMurray	County Clerk
Christy Hodges	County Auditor

OTHERS IN ATTENDANCE:

Ceneesa Quigg, Vivian Venegas, Nora Teixeira, Patrick Tinley

WHEREUPON, the Honorable Tommy Owens, Commissioner Pct. 2/Pro-Tem, called Court to order.

SEE COPY OF AGENDA ON PAGE #680-681.

ITEM #1 – PLEDGE AND PRAYER.

ITEM #2 – PUBLIC COMMENTS.

NONE WERE MADE

ITEM #3 – PAY BILLS.

MOTION: Commissioner Smart
Moved to approve and pay bills as presented.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

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UPTON COUNTY, TX

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NOTICE OF MEETING OF THE UPTON COUNTY COMMISSIONERS COURT

THERE WILL BE A MEETING OF THE UPTON COUNTY COMMISSIONERS COURT ON JUNE 17, 2019 AT 9:00 A.M., IN THE MAIN HALL OF THE, UPTON COUNTY PARK BUILDING, 310 EAST 10TH STREET, RANKIN, TEXAS

TO CONSIDER AND TAKE ACTION ON THE FOLLOWING AGENDA:

1. Pledge and Prayer
2. Public Comments
3. Pay Bills - Auditor Christy Hodges
4. Accept reports, deputations and any additions to the bond list - Clerk LaWanda McMurrary
5. Approve the minutes of June 3 and June 4, 2019 – Clerk LaWanda McMurray
6. Approve budget amendments - Auditor Christy Hodges
7. Acknowledge/Approve donations
8. Consider, Discuss and take any necessary action on approving Permit for Installation of County Right-of-Way Pipeline and Utility Crossing on County Road 111 requested by EPIC Y Grade Pipeline, LP- Nora Teixeira
9. Consider, Discuss and take any necessary action on approving Permit for Installation of County Right-of-Way Pipeline and Utility Crossing on County Road 112 requested by EPIC Y Grade Pipeline, LP - Nora Teixeira
10. Consider, Discuss and take any necessary action on approving Permit for Installation of County Right-of-Way Pipeline and Utility Crossing on County Road 260 requested by EPIC Y Grade Pipeline, LP - Nora Teixeira
11. Consider, Discuss and take any necessary action on approving Permit for Installation of County Right-of-Way Pipeline and Utility Crossing on County Road 235 requested by Medallion Midland Gathering, LLC - Nora Teixeira
12. Consider, Discuss and take any necessary action to authorize 112th District Court, and the Justice of the Peace, Precinct 1 and 2 bench trials to be temporarily moved to the Upton County Park Building, 301 East 10th Street, Rankin, TX
13. Consider, Discuss and take any necessary action on approving Order for Disbursement of Salaries and Routine Office Expenses on Senate Bill 354
14. Consider, Discuss and take any necessary action on approving telephone line Right-of-Way Easement from Hill Country Telephone Cooperative, INC.– Patrick Tinley
15. Consider, Discuss and take any necessary action on purchasing Speed Awareness Monitor Trailer
16. Consider, Discuss and Take Any Necessary Action on Approving Contract Between Avenue Government Record Services, LLC and Upton County - Clerk LaWanda McMUrray
17. Consider, Discuss and take any necessary action on approving 2019 outside audit completed by Eckert for the Upton/Reagan Juvenile – Auditor Christy Hodges
18. Consider, Discuss and take any necessary action on Robert Silva attending School Board Conference to receive needed hours – Commissioner Mike Smart

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19. Elected Officials closing comments

LaWanda McMurray

County Clerk

By: LaWanda McMurray

Deputy

6-13-19 FILED AT 4:46 PM

LaWANDA McMURRAY

CLERK, COUNTY/DISTRICT COURT

UPTON COUNTY, TX

CLERK/DEPUTY

In Accordance with the Texas Open Meetings Act, Items on this Agenda may be subjected to being discussed in either open or closed session of the Court. The Upton County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Upton County Commissioners' Assistant at 432/693-2321 ext. 2 or 205 East 10th Street, County Judge's office, Rankin, Texas 79778 during normal business hours and at least one (1) business day in advance.

VOL 0028 PG 681

UPTON COUNTY, TX

Permit for Installation of County Right-of-Way Pipeline and Utility Crossings

All permit application shall be submitted to the Upton County Judge's Office
P.O. Box 482
Rankin Texas 79778
cquigg@co.upton.tx.us

Application:

Applicant (Permittee/Company): Michael Kavanagh - EPIC Y Grade Pipeline, LP

Address: 18615 Tuscany Stone, Suite 300

City: San Antonio State: Texas Zip Code: 78258

Email: mkavanagh@ufsrw.com Phone : (417 423-0884

Proposed Pipeline shall be 24 inches in diameter, shall be made of Steel

(PVC, Steel, Cast Iron) and shall be used for transmission of Natural Gas Liquid (NGL)

(Water, Sewer, Oil, Natural Gas or Utility Services).

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UPTON COUNTY, TX

Proposed Location is in **Upton County** on CR 111 (County Road) and in precinct _____. A map or sketch showing the location and description of the proposed pipeline attached to this form. Pipeline is over 90° due to paralleling our existing pipeline.

Proposed Timeline of construction within the right-of-way will begin on approximately June 24, 20 19, and will be completed on or before July 7, 20 19. Maximum length of permit is three (3) weeks unless specifically extended by action of the Upton County Commissioners Court.

I propose to place above described pipeline within the right-of-way of the named road in Upton County Texas, and do hereby apply to the Upton County Commissioners Court for approval of this installation. A map showing the location and description of the proposed pipeline for this permit application are attached. I agree to construct and maintain this installation in the county right-of-way as directed by the Upton County Commissioners Court and made a part of this permit.

Date: May 29. 2019

Signature: Michael F. Kavanagh

Printed Name: Michael F. Kavanagh

VOL 028 PG 683
UPTON COUNTY, TX

Approval:

The Commissioners Court of Upton County Texas, offers no objection to the location in the right-of-way of your proposed pipeline as described in this document and as show on the attached map. This installation shall be performed in strict compliance with directions of the Upton County Commissioners Court and the policy and specifications are a part of this permit. This permit is not assignable by the permittee, and any assignment shall terminate the rights and privileges herein.

Date: 6/17/19

Signature: Terry Towns
Upton County Judge

SPECIFICATIONS FOR INSTALLATION ON COUNTY RIGHTS-OF-WAY: PIPELINE & UTILITY CROSSINGS

1. All pipeline installations under the roadbed of a county road within the county right-of-way shall-be-placed by boring. Where right-of-way widths permit, boring shall extend for a minimum distance of 10 feet from either edge of the roadway surface. Bore pits shall be located a minimum of 10 feet away from the edge of the roadway. Overcutting in excess of one (1) inch shall-be-remedied by pressure grouting the entire length of the installation.

2. All pipelines placed in the right-of-way shall have a minimum cover of 36 inches.

3. All pipelines carrying pressured gas or liquid fuel contents shall-be-enclosed in satisfactory encasement extending from right-of-way line to right-of-way line, with vents provided at the ends of the encasement.

4. Any poles, pedestals, vent pipes or other similar appurtenances must-be-placed within the right-of-way, within eighteen (18) inches of the right-of-way line.

5. When boring is considered impracticable. The Commissioners Court may consider a variance request to these specifications and grant permission to open cut and backfill a specific installation. In this case, the following conditions shall govern:

6. All backfilling of dirt and/or caliche base, within the entire roadway width, shall be done at optimum moisture, in six (6) inch lifts and compacted sufficiently to obtain 95% Standard Proctor Density. Density tests from a reliable laboratory shall-be-furnished as required by the Upton County Commissioner's Court.

7. In lieu of compacted backfill described above the open-cut ditch within the entire roadway, width may be backfilled with cement stabilized caliche base. Caliche base material must be approved by the Upton County Commissioners Court and base material shall-be-batched and mixed (with transit mix equipment) with (2) sacks of cement per cubic yard of mix, and shall have a maximum slump of six (6) inches.

8. All cuts, backfill, base replacement and re-surfacing are too be performed in a neat and Craftsman like manner and shall conform to all directions of the Upton County Commissioners Court.

9. Pavement or roadway damaged by any of the operations associated with this installation shall-be-repaired as directed by and to the satisfaction of the Upton County Commissioners Court.

10. Necessary traffic control devices, including barricades, cones and warning signs (and when necessary, flagmen) shall be provided by the Permittee and used as required to warn the driving public and to provide protection to the workers. All traffic control shall be designed, installed, operated and maintained in accordance with the latest revised edition of the Texas Manual on Uniform Traffic

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UPTON COUNTY, TX

Control Devices. The roadway shall be open to traffic at all times, unless the Permittee is specifically authorized by the Upton County Commissioners Court to temporarily close the road to traffic. All operations shall-be-conducted in the interest of traffic safety and access to adjacent property.

Applicant Certification:

I have read the requirements above and agree to abide by the terms therein' I certify that I am, authorized on behalf of the adjacent property owner, contractor, builder or installer of operations within a county right of way to make this application:

Richard D. Wright

Signature of Person Making Application

Date: May 29, 2019

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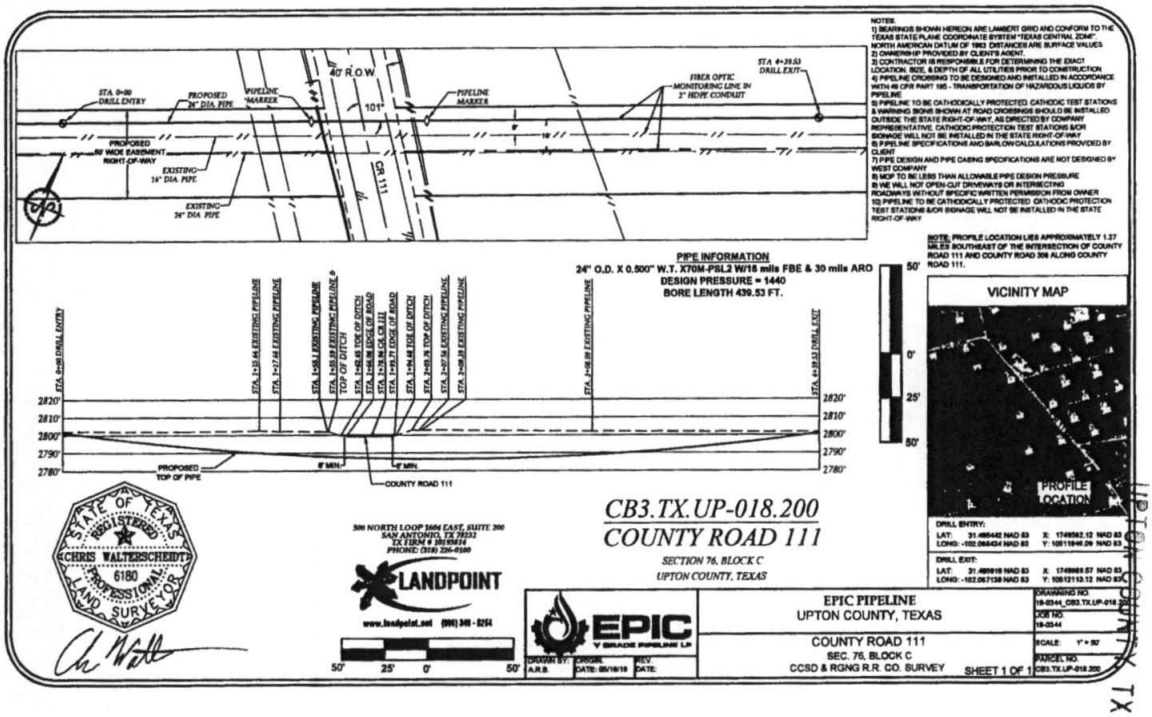
UPTON COUNTY, TX



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UPTON COUNTY, TX

EPIC Y-GRADE PIPELINE, LP **003172**

VENDOR	CHECK DATE
UPT010	06/04/19

UPTON COUNTY

INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
CB3044	05/31/19	224595	$0.00	$200.00
		ROAD CROSSING PERMIT APPLICATION FEE		
		Total:	$0.00	$200.00

VOL 0028 PG 687
UPTON COUNTY, TX

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

EPIC Y-GRADE PIPELINE, LP
18615 Tuscany Stone
Suite 300
San Antonio Tx 78258
210.920.2255

Wells Fargo Bank, N.A.
420 Montgomery St.
San Fransico, CA 94104

37-65
1119

003172

DATE 06/04/19

PAY **********200 Dollars and 00 Cents $ ****200.00

TO THE ORDER OF
UPTON COUNTY
PO BOX 482
RANKIN,TX 79778

VOID AFTER 90 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

Permit for Installation of County Right-of-Way Pipeline and Utility Crossings

All permit application shall be submitted to the Upton County Judge's Office
P.O. Box 482
Rankin Texas 79778
cquigg@co.upton.tx.us

Application:

Applicant (Permittee/Company): Michael Kavanagh - EPIC Y Grade Pipeline, LP

Address: 18615 Tuscany Stone, Suite 300

City: San Antonio State: Texas Zip Code: 78258

Email: mkavanagh@ufsrw.com Phone : (417 423-0884

VOL 028 PG 688
UPTON COUNTY, TX

Proposed Pipeline shall be 24 inches in diameter, shall be made of Steel

(PVC, Steel, Cast Iron) and shall be used for transmission of Natural Gas Liquid (NGL)

(Water, Sewer, Oil, Natural Gas or Utility Services).

Proposed Location is in **Upton County** on CR 112 (County Road) and in precinct _____. A map or sketch showing the location and description of the proposed pipeline attached to this form.

Proposed Timeline of construction within the right-of-way will begin on approximately June 24, 20 19, and will be completed on or before July 7, 20 19. Maximum length of permit is three (3) weeks unless specifically extended by action of the Upton County Commissioners Court.

#9

I propose to place above described pipeline within the right-of-way of the named road in Upton County Texas, and do hereby apply to the Upton County Commissioners Court for approval of this installation. A map showing the location and description of the proposed pipeline for this permit application are attached. I agree to construct and maintain this installation in the county right-of-way as directed by the Upton County Commissioners Court and made a part of this permit.

Date: May 28. 2019

Signature: Michael F. Kavanagh

Printed Name: Michael F. Kavanagh

Approval:

The Commissioners Court of Upton County Texas, offers no objection to the location in the right-of-way of your proposed pipeline as described in this document and as show on the attached map. This installation shall be performed in strict compliance with directions of the Upton County Commissioners Court and the policy and specifications are a part of this permit. This permit is not assignable by the permittee, and any assignment shall terminate the rights and privileges herein.

VOL 0028 PG 689
UPTON COUNTY, TX

Date: 6/17/19

Signature: Jerry Davis for
Upton County Judge

SPECIFICATIONS FOR INSTALLATION ON COUNTY RIGHTS-OF-WAY: PIPELINE & UTILITY CROSSINGS

1. All pipeline installations under the roadbed of a county road within the county right-of-way shall-be-placed by boring. Where right-of-way widths permit, boring shall extend for a minimum distance of 10 feet from either edge of the roadway surface. Bore pits shall be located a minimum of 10 feet away from the edge of the roadway. Overcutting in excess of one (1) inch shall-be-remedied by pressure grouting the entire length of the installation.

2. All pipelines placed in the right-of-way shall have a minimum cover of 36 inches.

3. All pipelines carrying pressured gas or liquid fuel contents shall-be-enclosed in satisfactory encasement extending from right-of-way line to right-of-way line, with vents provided at the ends of the encasement.

4. Any poles, pedestals, vent pipes or other similar appurtenances must-be-placed within the right-of-way, within eighteen (18) inches of the right-of-way line.

5. When boring is considered impracticable. The Commissioners Court may consider a variance request to these specifications and grant permission to open cut and backfill a specific installation. In this case, the following conditions shall govern:

6. All backfilling of dirt and/or caliche base, within the entire roadway width, shall be done at optimum moisture, in six (6) inch lifts and compacted sufficiently to obtain 95% Standard Proctor Density. Density tests from a reliable laboratory shall-be-furnished as required by the Upton County Commissioner's Court.

7. In lieu of compacted backfill described above the open-cut ditch within the entire roadway, width may be backfilled with cement stabilized caliche base. Caliche base material must be approved by the Upton County Commissioners Court and base material shall-be-batched and mixed (with transit mix equipment) with (2) sacks of cement per cubic yard of mix, and shall have a maximum slump of six (6) inches.

8. All cuts, backfill, base replacement and re-surfacing are too be performed in a neat and Craftsman like manner and shall conform to all directions of the Upton County Commissioners Court.

9. Pavement or roadway damaged by any of the operations associated with this installation shall-be-repaired as directed by and to the satisfaction of the Upton County Commissioners Court.

10. Necessary traffic control devices, including barricades, cones and warning signs (and when necessary, flagmen) shall be provided by the Permittee and used as required to warn the driving public and to provide protection to the workers. All traffic control shall be designed, installed, operated and maintained in accordance with the latest revised edition of the Texas Manual on Uniform Traffic

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UPTON COUNTY, TX

Control Devices. The roadway shall be open to traffic at all times, unless the Permittee is specifically authorized by the Upton County Commissioners Court to temporarily close the road to traffic. All operations shall-be-conducted in the interest of traffic safety and access to adjacent property.

Applicant Certification:

I have read the requirements above and agree to abide by the terms therein' I certify that I am, authorized on behalf of the adjacent property owner, contractor, builder or installer of operations within a county right of way to make this application:

Richard A. Wright

Signature of Person Making Application

Date: May 29, 2019

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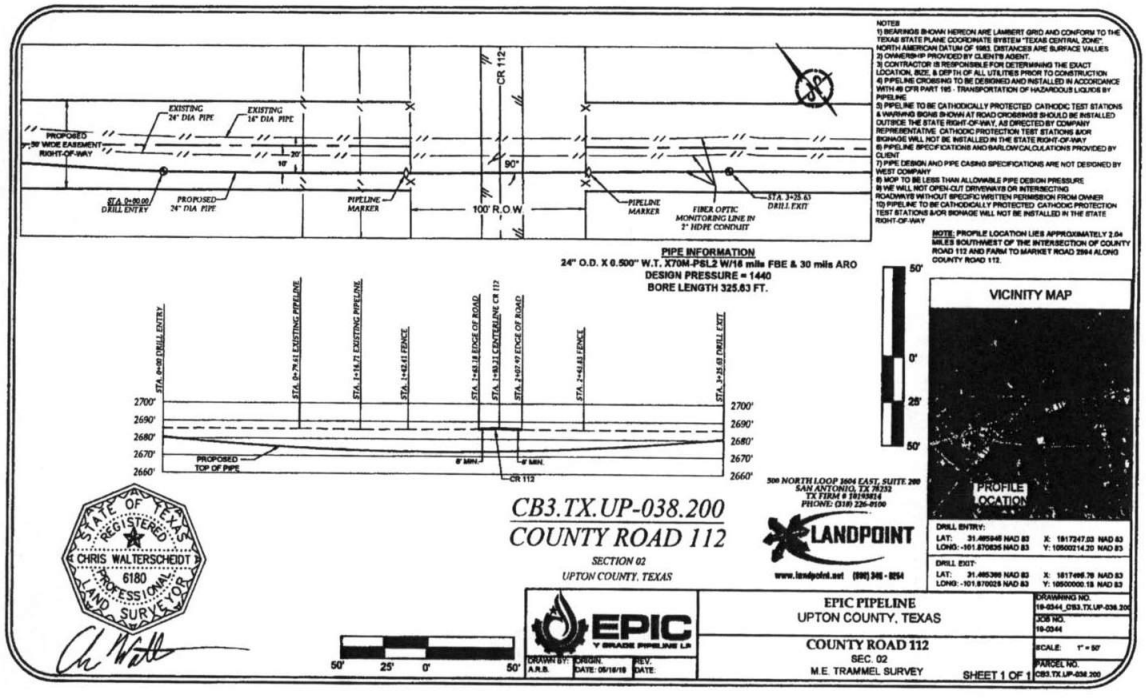
UPTON COUNTY, TX



NOTES
1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE" NORTH AMERICAN DATUM OF 1983. DISTANCES ARE SURFACE VALUES
2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.
3) CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE, & DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION
4) PIPELINE CROSSING TO BE DESIGNED AND INSTALLED IN ACCORDANCE WITH 49 CFR PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.
5) PIPELINE TO BE CATHODICALLY PROTECTED. CATHODIC TEST STATIONS & WARNING SIGNS SHOWN AT ROAD CROSSINGS SHOULD BE INSTALLED OUTSIDE THE STATE RIGHT-OF-WAY, AS DIRECTED BY COMPANY REPRESENTATIVE. CATHODIC PROTECTION TEST STATIONS &/OR SIGNAGE WILL NOT BE INSTALLED IN THE STATE RIGHT-OF-WAY
6) PIPELINE SPECIFICATIONS AND SAFE FLOW CALCULATIONS PROVIDED BY CLIENT
7) PIPE DESIGN AND PIPE CASING SPECIFICATIONS ARE NOT DESIGNED BY WEST COMPANY
8) MOP TO BE LESS THAN ALLOWABLE PIPE DESIGN PRESSURE
9) WE WILL NOT OPEN-CUT DRIVEWAYS OR INTERSECTING ROADWAYS WITHOUT SPECIFIC WRITTEN PERMISSION FROM OWNER
10) PIPELINE TO BE CATHODICALLY PROTECTED. CATHODIC PROTECTION TEST STATIONS &/OR SIGNAGE WILL NOT BE INSTALLED IN THE STATE RIGHT-OF-WAY

NOTE: PROFILE LOCATION LIES APPROXIMATELY 2.04 MILES SOUTHWEST OF THE INTERSECTION OF COUNTY ROAD 112 AND FARM TO MARKET ROAD 2964 ALONG COUNTY ROAD 112.

PIPE INFORMATION
24" O.D. X 0.500" W.T. X70M-PSL2 W/16 mils FBE & 30 mils ARO
DESIGN PRESSURE = 1440
BORE LENGTH 325.63 FT.

VICINITY MAP

DRILL ENTRY:
LAT: 31.495945 NAD 83 X: 1817247.03 NAD 83
LONG: -101.870835 NAD 83 Y: 10500214.20 NAD 83

DRILL EXIT:
LAT: 31.495399 NAD 83 X: 1817496.78 NAD 83
LONG: -101.870029 NAD 83 Y: 10500000.18 NAD 83

CHRIS WALTERSCHEIDT 6180 PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS REGISTERED

CB3.TX.UP-038.200
COUNTY ROAD 112
SECTION 02
UPTON COUNTY, TEXAS

300 NORTH LOOP 1604 EAST, SUITE 200
SAN ANTONIO, TX 78232
TX FIRM # 10193814
PHONE: (210) 226-0100
LANDPOINT
www.landpoint.net (800) 346 - 8254

50' 25' 0' 50'

EPIC Y GRADE PIPELINE LP

DRAWN BY:	ORIGIN:	REV.
A.R.B.	DATE: 05/10/19	DATE:

EPIC PIPELINE
UPTON COUNTY, TEXAS

COUNTY ROAD 112
SEC. 02
M.E. TRAMMEL SURVEY

DRAWING NO.	19-0344_CB3.TX.UP-038.200
JOB NO.	19-0344
SCALE:	1" = 50'
PARCEL NO.	CB3.TX.UP-038.200

SHEET 1 OF 1

VOL 0028 PG 692
UPTON COUNTY, TX

EPIC Y-GRADE PIPELINE, LP **003173**

UPTON COUNTY	VENDOR UPT010	CHECK DATE 06/04/19		
INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
CB3045	05/31/19	224597 ROAD CROSSING PERMIT APPLICATION FEE	$0.00	$200.00
		Total:	$0.00	$200.00

VOL 0028 PG 693
UPTON COUNTY, TX

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

EPIC Y-GRADE PIPELINE, LP
18615 Tuscany Stone
Suite 300
San Antonio Tx 78258
210.920.2255

Wells Fargo Bank, N.A.
420 Montgomery St.
San Fransico, CA 94104

37-65
1119

003173

DATE 06/04/19

PAY **********200 Dollars and 00 Cents $ ****200.00

TO THE ORDER OF
UPTON COUNTY
PO BOX 482
RANKIN,TX 79778

VOID AFTER 90 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

Permit for Installation of County Right-of-Way Pipeline and Utility Crossings

All permit application shall be submitted to the Upton County Judge's Office
P.O. Box 482
Rankin Texas 79778
cquigg@co.upton.tx.us

Application:

Applicant (Permittee/Company): Michael Kavanagh - EPIC Y Grade Pipeline, LP

Address: 18615 Tuscany Stone, Suite 300

City: San Antonio State: Texas Zip Code: 78258

Email: mkavanagh@ufsrw.com Phone : (417 423-0884

VOL 0028 PG694
UPTON COUNTY, TX

Proposed Pipeline shall be 24 inches in diameter, shall be made of Steel
(PVC, Steel, Cast Iron) and shall be used for transmission of Natural Gas Liquid (NGL)
(Water, Sewer, Oil, Natural Gas or Utility Services).

Proposed Location is in **Upton County** on CR 260 (County Road) and in precinct _____. A map or sketch showing the location and description of the proposed pipeline attached to this form.

Proposed Timeline of construction within the right-of-way will begin on approximately June 24, 20 19, and will be completed on or before July 7, 20 19. Maximum length of permit is three (3) weeks unless specifically extended by action of the Upton County Commissioners Court.

10

I propose to place above described pipeline within the right-of-way of the named road in Upton County Texas, and do hereby apply to the Upton County Commissioners Court for approval of this installation. A map showing the location and description of the proposed pipeline for this permit application are attached. I agree to construct and maintain this installation in the county right-of-way as directed by the Upton County Commissioners Court and made a part of this permit.

Date: May 28. 2019

Signature: Michael F. Kavanagh

Printed Name: Michael F. Kavanagh

Approval:

The Commissioners Court of Upton County Texas, offers no objection to the location in the right-of-way of your proposed pipeline as described in this document and as show on the attached map. This installation shall be performed in strict compliance with directions of the Upton County Commissioners Court and the policy and specifications are a part of this permit. This permit is not assignable by the permittee, and any assignment shall terminate the rights and privileges herein.

VOL 0028 PG 695
UPTON COUNTY, TX

Date: 6/17/19

Signature: [signature] for
Upton County Judge

SPECIFICATIONS FOR INSTALLATION ON COUNTY RIGHTS-OF-WAY: PIPELINE & UTILITY CROSSINGS

1. All pipeline installations under the roadbed of a county road within the county right-of-way shall-be-placed by boring. Where right-of-way widths permit, boring shall extend for a minimum distance of 10 feet from either edge of the roadway surface. Bore pits shall be located a minimum of 10 feet away from the edge of the roadway. Overcutting in excess of one (1) inch shall-be-remedied by pressure grouting the entire length of the installation.

2. All pipelines placed in the right-of-way shall have a minimum cover of 36 inches.

3. All pipelines carrying pressured gas or liquid fuel contents shall-be-enclosed in satisfactory encasement extending from right-of-way line to right-of-way line, with vents provided at the ends of the encasement.

4. Any poles, pedestals, vent pipes or other similar appurtenances must-be-placed within the right-of-way, within eighteen (18) inches of the right-of-way line.

5. When boring is considered impracticable. The Commissioners Court may consider a variance request to these specifications and grant permission to open cut and backfill a specific installation. In this case, the following conditions shall govern:

6. All backfilling of dirt and/or caliche base, within the entire roadway width, shall be done at optimum moisture, in six (6) inch lifts and compacted sufficiently to obtain 95% Standard Proctor Density. Density tests from a reliable laboratory shall-be-furnished as required by the Upton County Commissioner's Court.

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8. All cuts, backfill, base replacement and re-surfacing are too be performed in a neat and Craftsman like manner and shall conform to all directions of the Upton County Commissioners Court.

9. Pavement or roadway damaged by any of the operations associated with this installation shall-be-repaired as directed by and to the satisfaction of the Upton County Commissioners Court.

10. Necessary traffic control devices, including barricades, cones and warning signs (and when necessary, flagmen) shall be provided by the Permittee and used as required to warn the driving public and to provide protection to the workers. All traffic control shall be designed, installed, operated and maintained in accordance with the latest revised edition of the Texas Manual on Uniform Traffic

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UPTON COUNTY, TX

Control Devices. The roadway shall be open to traffic at all times, unless the Permittee is specifically authorized by the Upton County Commissioners Court to temporarily close the road to traffic. All operations shall-be-conducted in the interest of traffic safety and access to adjacent property.

Applicant Certification:

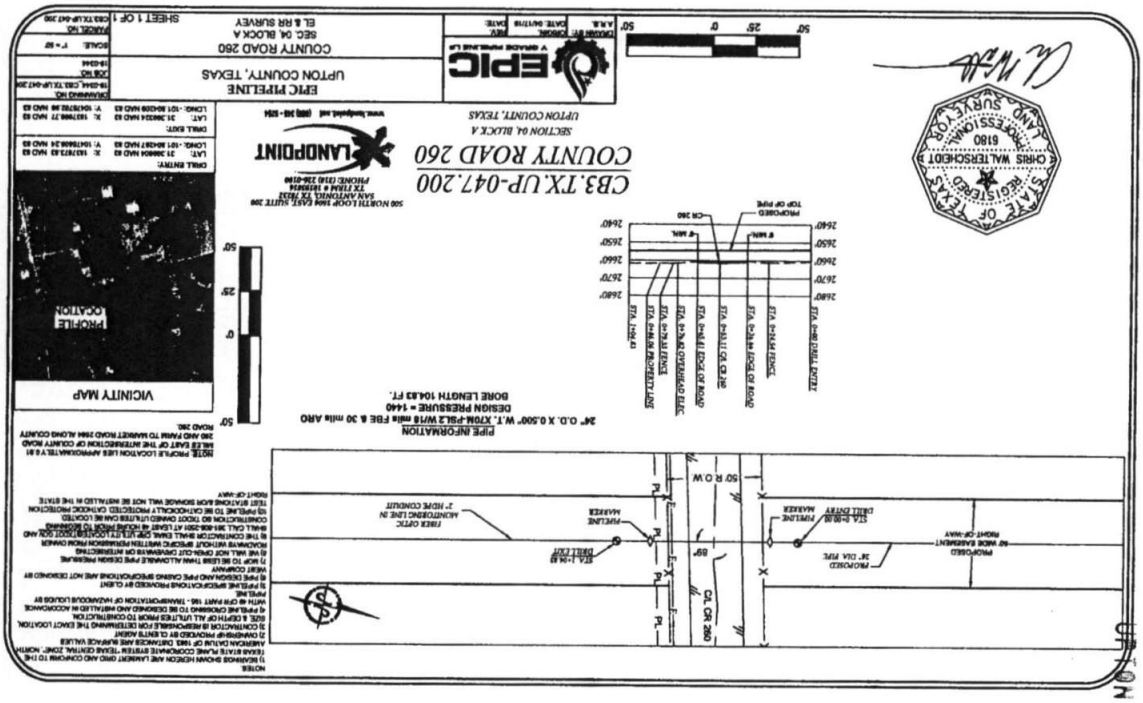
I have read the requirements above and agree to abide by the terms therein' I certify that I am, authorized on behalf of the adjacent property owner, contractor, builder or installer of operations within a county right of way to make this application:

Michael F Kinnaugh

Signature of Person Making Application

Date: May 29, 2019

VOL 028 PG 697
UPTON COUNTY, TX



VOL 028 PG 698

UPTON COUNTY, TX

EPIC Y-GRADE PIPELINE, LP

003174

UPTON COUNTY	VENDOR UPT010	CHECK DATE 06/04/19		
INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
CB3046	05/31/19	224596 ROAD CROSSING PERMIT APPLICATION FEE	$0.00	$200.00
		Total:	$0.00	$200.00

VOL 0028 PG 699
UPTON COUNTY, TX

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

EPIC Y-GRADE PIPELINE, LP
18615 Tuscany Stone
Suite 300
San Antonio Tx 78258
210.920.2255

Wells Fargo Bank, N.A.
420 Montgomery St.
San Fransico, CA 94104

37-65
1119

003174

DATE 06/04/19

PAY **********200 Dollars and 00 Cents

$ ****200.00

HE
RDER

UPTON COUNTY
PO BOX 482
RANKIN,TX 79778

VOID AFTER 90 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK--HOLD AT AN ANGLE TO VIEW

Approval Form

Approval Form
Online version 11/2005

APPROVAL

To Mark Cazier
EPIC Y Grade Pipeline LP
18615 Tuscany Stone suite 300
San Antonio, TX 78258

Date 5/22/2019
Application No. ODA20190515144408
District App. No. ODA20190515144408
Highway FM 1776
Control Section 226202
Maintenance Section Ward County Maintenance (Monahans)
County Pecos

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. ODA20190515144408 (District Application No. ODA20190515144408) dated 5/22/2019 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:
ODA SP No Revegetation

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Chad Windham
Title Director of Operations
District Odessa

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UPTON COUNTY, TX

ADDITIONAL SPECIAL PROVISIONS AND REQUIREMENTS
ODESSA DISTRICT

Please notify TXDOT by electronically submitting this permit in the UIR for construction at least 48 hours prior to beginning construction.

High Visibility Safety Apparel Requirements
All workers within the right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the Temporary Traffic Control zone shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled *American National Standard for High Visibility Safety Apparel and Headwear* or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure (as required by 23CFR Part 634, Final Rule on Worker Visibility).

Odessa General Special Provisions
Installations will meet or exceed minimum construction requirements set forth in the Texas Administrative Code. Within the Interstate Corridors, the Ports to Plains Corridor, and the Energy Sector Corridor of the Odessa District new construction utilities shall meet the minimum of 25' clearance from the roadway for overhead crossings and 6' (72") depth for pipeline crossings from the lowest point of the Right of Way.

As-Built Plans/Certifications of Construction
Shall be provided upon request of the district.

Revegetation Special Provisions
☒ No revegetation required for this project.
☐ Revegetation of project area required by Section I.
☐ Revegetation of project area required by Section II.

SECTION I:
Revegetation of the project area will require the firm to remove the existing topsoil to a depth of approximately six inches (6") and stockpile this material separate from other excavated materials. Upon completion, this topsoil, including soils and grasses, shall be used to complete the top six inches (6") of backfill. No stones larger than four inches (4") shall remain exposed upon completion of all earth work. No further seeding will be required.

SECTION II:
The firm is required to seed all disturbed areas with native grasses as described below. Disturbed areas include all bore pit locations, backfill trenches, and any areas where the existing vegetation has been damaged by the firm's equipment.

A. SEED
All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PIS= purity X germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. The types and seeding rates shall be as specified in Table A.

Table A

LOCATION (COUNTY)	SPECIES	*P.L.S./AC
Andrews, Ector Midland, Martin	Sand Lovegrass (Eragrostis trichodes)	3.0
Ward Winkler Crane	Sand Lovegrass (Eragrostis trichodes)	2.0
North Reeves (IH 20 and all north areas)	Sand Lovegrass (Eragrostis trichodes)	2.0
Loving	Alkali Sacaton (Sporobolus airoides)	1.0
South Reeves, (South of IH 20) Pecos, Terrell, Upton	Blue Grama 'Hachita' (Bouteloua gracilis)	3.0

If seeding occurs between August 15 and January 31, seed Red Winter Wheat (Triticum aestivum ' Scout 66') at a rate of 45 P.L.S./Acre in addition to the above species.

- P.L.S./AC. = Pounds of Pure Live Seed per Acre

B. CONSTRUCTION METHODS
Revegetation of the project area will require the firm to remove the existing topsoil to a depth of approximately six inches (6") and stockpile this material separate from other excavated materials. Upon completion, this topsoil, including soils and grasses, shall be used to complete the six inches (6") of backfill. No stones larger then four inches (4") shall remain exposed upon completion of all earth work.
After the project area has been restored to the original grades, seeding of the specified grasses will be required. The seed shall be uniformly distributed by either broadcast of drill seeding. If the seed drill is used, seed shall be drilled at the depth of ¼" to 3/8", utilizing a pasture or rangeland type drill.

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Texas Department of Transportation

Installation Application
Online version 4/2006

Notice of Proposed Installation
Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Odessa District, Texas

Date 5/15/2019
Application No. ODA20190515144408

Formal notice is hereby given that EPIC Y Grade Pipeline LP proposes to install a utility facility within the right-of-way of FM1776 in Pecos County, Texas as follows: (details are shown on page 2)

Pipe will be 24.0" OD Steel API 5L X-70, WT 0.500", Natural Gas Liquids pipeline, 24 fiber plastic sheath cable gel filled in a 2" HDPE conduit crossing under FM 1776 approx. 1.37 miles northeast of the intersection of FM 1776 and FM 1450 along FM 1776 in Pecos County, TX. Installation will be by directional boring method. Pipe will be 6 feet or greater below borrow ditch. Pipe will be coated with 18 mils of Fusion Bonded Epoxy and 30 mils of Abrasive Resistant Over-coating. More details on attached Plan/Profile and Barlows Calculation. Pipeline will be cathodically protected. Cathodic protection will be placed on private landowner's property.

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

The location and description of the proposed installation and appurtenances is more fully shown by 3 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after May 20, 2019 and end on or before November 16, 2019.

I certify that I am authorized to represent the Firm listed below, and that our Firm agrees to the conditions/provisions included in this notice.

Utility Installation Owner EPIC Y Grade Pipeline LP
By Mark Cazier
Title Right of Way Supervisor
Address 18615 Tuscany Stone suite 300
San Antonio, TX 78258
Phone No. 210-495-5577
E-mail address mark.cazier@epicmid.com

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Application Details

Application No.	ODA20190515144408
Date	5/15/2019
Utility Installation Owner	EPIC Y Grade Pipeline LP
By	Mark Cazier
TxDOT District	Odessa District
County	Pecos
Route	FM1776
Control Section	226202
Description	Pipe will be 24.0" OD Steel API 5L X-70, WT 0.500", Natural Gas Liquids pipeline, 24 fiber plastic sheath cable gel filled in a 2" HDPE conduit crossing under FM 1776 approx. 1.37 miles northeast of the intersection of FM 1776 and FM 1450 along FM 1776 in Pecos County, TX. Installation will be by directional boring method. Pipe will be 6 feet or greater below borrow ditch. Pipe will be coated with 18 mils of Fusion Bonded Epoxy and 30 mils of Abrasive Resistant Over-coating. More details on attached Plan/Profile and Barlows Calculation. Pipeline will be cathodically protected. Cathodic protection will be placed on private landowner's property.
Attachments	P2-TX-PE-003-200 FM 1776 24 IN 1082.pdf
	P2-TX-PE-003-200 FM 1776 24 IN Plan-Profile.pdf
	P2-TX-PE-003-200 FM 1776 24 IN Barlow Calcs.pdf

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TxDOT - San Antonio District

CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION

Online version 10/2018

Yes	No	N/A	
☒	☐	☐	Is the location and identification (highway number) of the TxDOT highway clearly indicated on the plans?
☒	☐	☐	Are the utility plans legible, drawn to scale, and accurately dimensioned?
☒	☐	☐	Is the location of the proposed utility line clearly shown on the plans?
☒	☐	☐	Are other existing utility lines in the vicinity shown on the plans?
☒	☐	☐	Are the right of way line and edge of highway pavement clearly shown on plans?
☐	☐	☒	For lines to be installed parallel to the highway, is the distance from the right of way line and from the edge of highway pavement clearly shown?
☐	☐	☒	For installations parallel to the highway, does the installation alignment change? Alignment changes need to be justified and reasonable.
☒	☐	☐	Are appropriate temporary erosion control devices (e.g., rock berms, silt fences) shown where the line will be across/along a creek, drainage way, steep slope, within the Edwards Aquifer Recharge Zone, or in other critical areas?
☐	☐	☒	For aerial installations, do the plans clearly show and differentiate between existing poles and new poles?
☒	☐	☐	For highway crossings, is the location of the crossing clearly shown on the plans? The crossing should be as close to 90 degrees as practical.
☒	☐	☐	For lines crossing the highway, crossing intersecting streets/county roads, or passing through the critical root zone of desirable trees, is it clearly shown that the line will be installed by boring? In addition casing should be shown under highways and paved city street/county road intersections.
☐	☐	☒	Is the UIR request for the relocation of existing utilities to clear a proposed TxDOT Project? If yes, please provide the ROW and construction project number (CSJ#).
☒	☐	☐	For Small Cell: Will this project meet all applicable City design guidelines? If not, please explain.

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☒ ☐ ☐ For Small Cell: Has the Applicant read, understood, and to the best of their ability, drafted a design that follows 43 Texas Administrative Code, Chapter 21, Subchapter C, in this submission?

☒ ☐ ☐ For Small Cell: It is understood that a copy of the Utility Permit and Individual Site Agreement MUST be on the job site during any construction activities.

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Utility Installation Request

Form 1082
(Rev. 12/09)
Page 1 of 2

PERMIT NUMBER		
GLOBAL POSITIONING SYSTEM COORDINATES (GPS) NORTH AMERICAN DATUM 1983, (1993 ADJUSTMENT) IN DECIMAL DEGREES(DD)		
	LATITUDE (DD)	LONGITUDE (DD)
BEGIN	31.295716	-103.046104
END	31.295060	-103.045241

To the Texas Transportation Commission
c/o District Engineer Texas Department of Transportation

Date 05/15/19

_____, Texas

Formal notice is hereby given that EPIC Y Grade Pipeline, LP

proposes to place a 24" Natural Gas Pipeline (NGL), 24 fiber plastic sheath cable gel filled in a 2" HDPE conduit

line within the right of way of FM 1776, RM _____, Displ. _____, to RM _____ Displ. _____ in Pecos County Texas, MNT Sec. No. _____ as follows: (give location, length, general design, etc. Use additional sheet as needed)

Crossing under FM 1776 approx. 1.37 miles northeast of the intersection of FM 1776 and FM 1450 along FM 1776. Length in hwy right-of-way approx. 120'. For design and specifications, see Plan/Profile and Barlows calculations attached. Pipeline will be installed by directional bore method 6' below borrow ditch. Pipeline will be cathodically protected.

We will construct and maintain the line on the highway right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by TxDOT at any time, we will submit to TxDOT proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request (Request). We will give plans to TxDOT for each future proposed modification or expansion to our facility and TxDOT will have 30 days to review and approve the plans prior to commencement of the work. A new Request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions." We will also ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing, modifying or maintaining our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031 (http://www.statutes.legis.state.tx.us/). We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that TxDOT does not purport hereby to grant any right, claim, title or easement in or upon highway right of way. TxDOT may require us to relocate this line, subject to the provisions of governing laws, by giving us at least 30 days written notice. We understand a new Request will be required for the relocation. We will notify TxDOT prior to commencement of any operation which requires pruning of trees so that TxDOT may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up. We understand that these specifications are intended to preserve TxDOT's considerable investment in highway beautification plantings and by reducing damage due to trimming and to protect known endangered species.

Our installation shall not damage any part of the roadway structure or associated appurtenances. We will make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. We will not open-cut driveways or intersecting roadways without specific written permission from the owner.

Following approval, we will begin construction on or after 05/20/19
Month/Day/Year

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We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

Additional Provisions and Requirements (for TxDOT input only)

- **General Special Provisions:**
  - ☐ Are attached.
  - ☐ Are not attached.
- **As-built Plans/Certifications of Construction:**
  - ☐ Are required and shall be certified as accurate by an authorized representative of the company.
  - ☐ Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.
  - ☐ Are not required
  - ☐ Certification that utility was installed as approved
- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:
  - ☒ in accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:
  - ☐ as indicated on the attachment.

TxDOT Representative to be notified 48 hours prior to beginning construction:

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will at our expense remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements.

REQUESTOR			APPROVED BY TxDOT		
Date: 05/15/19			**Date:**		
By: Michael Kavanagh			**By:**		
Signature: Michael Kavanagh			**Signature:**		
Title: Permit Agent			**Title:**		
Address: 18605 Tuscany Stone, Suite 300			**Address:**		
San Antonio	TX	78258			
City	**State**	**Zip Code**	**City**	**State**	**Zip Code**
(417)	423-0884		( )		
Area Code	**Telephone Number**		**Area Code**	**Telephone Number**	

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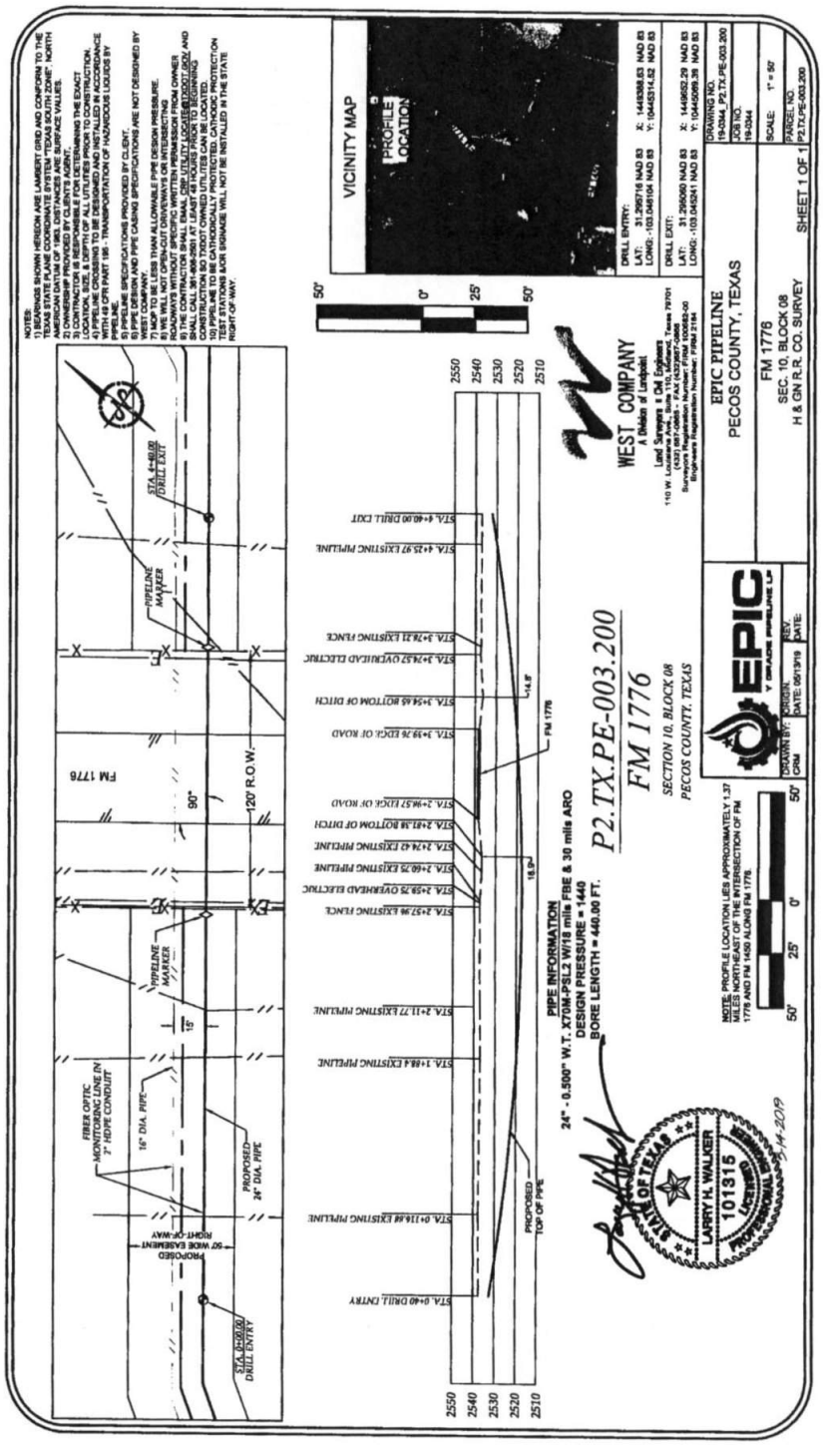

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FM 1776
PECOS COUNTY, TEXAS
Exhibit A

High Pressure Pipeline – at or above 60 PSI

NOTE: TXDOT has established a safety minimum for Barlow formulas. The Design Pressure (P) is required to be as close to 10% over the Maximum Operating Pressure/MAOP as possible. The Design Pressure can be greater than the 10%.

Barlow

CARRIER PIPE		**CASING PIPE**	
1. Outside Diameter *in.* (**D**)	24"	1. Outside Diameter *in.*	N/A
2. Wall Thickness *in.* (**t**)	0.50	2. Wall Thickness *in.*	
3. Material Specifications	X70M-PSL2 18 FBE + 30 ARO	3. Material Specifications	
4. Minimum Yield Strength (**S**)	70,000	4. Minimum Yield Strength	
5. Design Factor (**F**)	0.60		
6. Longitudinal/Seam Joint Factor (**E**)	1		
7. Temperature Derating Factor (**T**)	1		
8. Max. Operating Pressure/MAOP	1,440		
9. Design Pressure (**P**)	1,400		

The pipeline material and design must meet minimum Federal Safety Standards stated in 49 CFR:

Gas Pipeline Part 192 subpart C
P=((2xSx(t/D))xFxExT)
Design Factor (**F**): See § 192.111
Longitudinal Joint Factor (**E**): See § 192.113
Temperature Derating Factor (**T**): See § 192.115

Liquid Pipeline Part 195 subpart C
P=((2xSx(t/D))xExF)
Steam Joint Factor (**E**): See § 195.106
Design Factor (**F**): See § 195.106

Place Calculation Below
P=((2x70000x(0.50/30))x1x0.60)

P= 1,400 psig

Engineer's Seal

5/14/2019
Engineer's Signature Date

WEST COMPANY OF MIDLAND, LLC • 110 W. LOUISIANA ST. SUITE 110 • MIDLAND, TX 79701 • 432-528-3159
Engineering Registration Number: Firm 2184 • Surveyor's Registration Number: Firm 100682-00

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UPTON COUNTY, TX

Technology Overview

How does fiber based pipeline leak detection work?

- Fiber based leak detection provides proactive pipeline monitoring via 3 complementary systems to ensure safe pipeline operations and fast emergency response
  - Acoustic Monitoring
    - Able to detect sounds such as footsteps, digging, and heavy machinery at any point along the pipeline
    - Location of each acoustic event can be pinpointed to within 10 yards anywhere on the line
    - Current operations located a track hoe digging on the pipeline in just 30 seconds from breaking ground
  - Thermal Monitoring
    - Able to detect changes in temperature associated with leaks as small as the eye of a pin
    - Detection of a pinhole leak within 5 minutes, with 10 yard accuracy along the route
  - Strain Monitoring
    - Can detect strain on the pipeline caused by temperature swings, seismic activity, and human activity
    - Allows for proactive maintenance, preventing a leak before it happens
- BlackStar is installing leak detection equipment designed by Optasense, a London based company and industry leader in fiber optic sensing technology
  - Optasense is the leader in distributed fiber optic sensing, serving various industries including oil and gas, utilities, railways, roadways, and government applications
  - Optasense systems have been installed throughout Europe to monitor pipeline activity and provide leak detection
  - BlackStar and MIS are exploring opportunities with Optasense's R&D department to augment the system to provide monitoring for the pipeline's cathodic protection system

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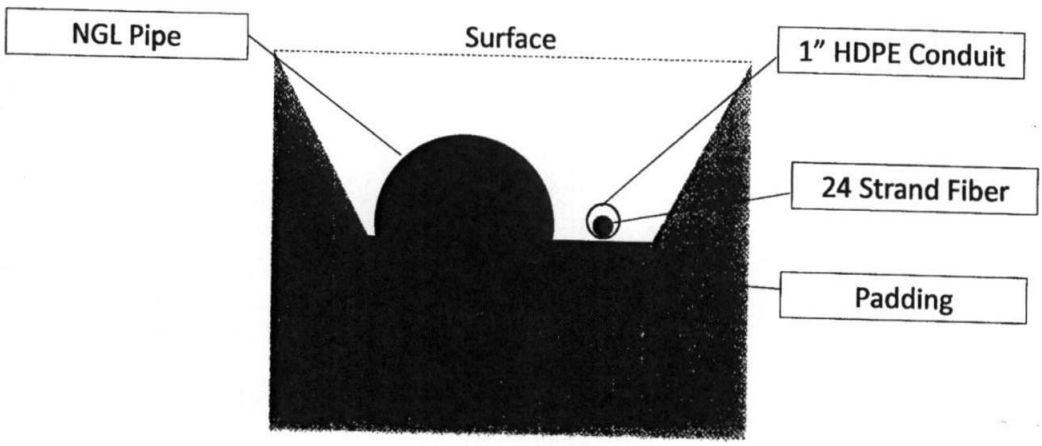
Technology Overview

Example Installation (Showing EPIC NGL Pipe)

- The cable is protected by High Density Polyethylene (HDPE) conduit which is laid on top of the first layer of padding inside the ditch
  - The fiber optic cable is blown in using pressure through strategically placed hand holes after the pipe and conduit have been buried
- Fiber Huts, structures that house the required electronics to run the system, are located every 50-60 miles along the route
  - Most huts are co-located with pipeline assets like terminals and pump stations to realize further cost efficiencies
- BlackStar has contracted with IM Services Group to act as the general contractor and construction manager
  - IM Services has laid thousands of miles of fiber and has many years of construction expertise
  - IM has done an exceptional job on the first 178 miles, working effectively with pipeline crews during installation



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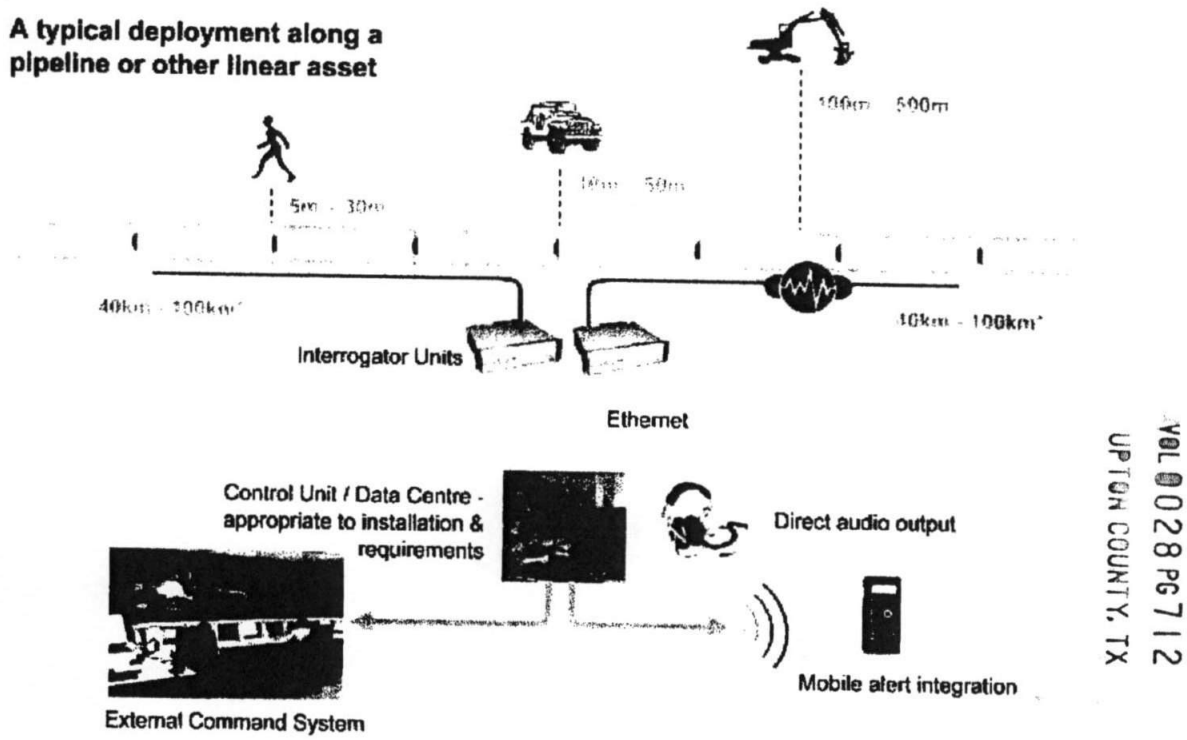
UPTON COUNTY, TX

Technology Overview

The Optasense System



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UPTON COUNTY, TX

Permit for Installation of County Right-of-Way Pipeline and Utility Crossings

All permit application shall be submitted to the Upton County Judge's Office
P.O. Box 482
Rankin Texas 79778
cquigg@co.upton.tx.us

Application:

Applicant (Permittee/Company): MEDALLION MIDLAND GATHERING, LLC

Address: 909 LAKE CAROLYN PKWY, SUITE 1600

City: IRVING State: TEXAS Zip Code: 75039

Email: pete.elder@outlook.com Phone : 501-691-6912

Proposed Pipeline shall be 6.65" inches in diameter, shall be made of STEEL

(PVC, Steel, Cast Iron) and shall be used for transmission of OIL

(Water, Sewer, Oil, Natural Gas or Utility Services).

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UPTON COUNTY, TX

Proposed Location is in **Upton County** on CR-235 (County Road) and in precinct _____. A map or sketch showing the location and description of the proposed pipeline attached to this form.

Proposed Timeline of construction within the right-of-way will begin on approximately June 25, 20 19, and will be completed on or before July 19, 20 19. Maximum length of permit is three (3) weeks unless specifically extended by action of the Upton County Commissioners Court.

I propose to place above described pipeline within the right-of-way of the named road in Upton County Texas, and do hereby apply to the Upton County Commissioners Court for approval of this installation. A map showing the location and description of the proposed pipeline for this permit application are attached. I agree to construct and maintain this installation in the county right-of-way as directed by the Upton County Commissioners Court and made a part of this permit.

Date: JUNE 12, 2019

Signature: Pete Elder

Printed Name: PETE ELDER

Approval:

The Commissioners Court of Upton County Texas, offers no objection to the location in the right-of-way of your proposed pipeline as described in this document and as show on the attached map. This installation shall be performed in strict compliance with directions of the Upton County Commissioners Court and the policy and specifications are a part of this permit. This permit is not assignable by the permittee, and any assignment shall terminate the rights and privileges herein.

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Date: 6/17/19

Signature: Tracy Reed for
Upton County Judge

SPECIFICATIONS FOR INSTALLATION ON COUNTY RIGHTS-OF-WAY: PIPELINE & UTILITY CROSSINGS

1. All pipeline installations under the roadbed of a county road within the county right-of-way shall-be-placed by boring. Where right-of-way widths permit, boring shall extend for a minimum distance of 10 feet from either edge of the roadway surface. Bore pits shall be located a minimum of 10 feet away from the edge of the roadway. Overcutting in excess of one (1) inch shall-be-remedied by pressure grouting the entire length of the installation.

2. All pipelines placed in the right-of-way shall have a minimum cover of 36 inches.

3. All pipelines carrying pressured gas or liquid fuel contents shall-be-enclosed in satisfactory encasement extending from right-of-way line to right-of-way line, with vents provided at the ends of the encasement.

4. Any poles, pedestals, vent pipes or other similar appurtenances must-be-placed within the right-of-way, within eighteen (18) inches of the right-of-way line.

5. When boring is considered impracticable. The Commissioners Court may consider a variance request to these specifications and grant permission to open cut and backfill a specific installation. In this case, the following conditions shall govern:

6. All backfilling of dirt and/or caliche base, within the entire roadway width, shall be done at optimum moisture, in six (6) inch lifts and compacted sufficiently to obtain 95% Standard Proctor Density. Density tests from a reliable laboratory shall-be-furnished as required by the Upton County Commissioner's Court.

7. In lieu of compacted backfill described above the open-cut ditch within the entire roadway, width may be backfilled with cement stabilized caliche base. Caliche base material must be approved by the Upton County Commissioners Court and base material shall-be-batched and mixed (with transit mix equipment) with (2) sacks of cement per cubic yard of mix, and shall have a maximum slump of six (6) inches.

8. All cuts, backfill, base replacement and re-surfacing are too be performed in a neat and Craftsman like manner and shall conform to all directions of the Upton County Commissioners Court.

9. Pavement or roadway damaged by any of the operations associated with this installation shall-be-repaired as directed by and to the satisfaction of the Upton County Commissioners Court.

10. Necessary traffic control devices, including barricades, cones and warning signs (and when necessary, flagmen) shall be provided by the Permittee and used as required to warn the driving public and to provide protection to the workers. All traffic control shall be designed, installed, operated and maintained in accordance with the latest revised edition of the Texas Manual on Uniform Traffic

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UPTON COUNTY, TX

Control Devices. The roadway shall be open to traffic at all times, unless the Permittee is specifically authorized by the Upton County Commissioners Court to temporarily close the road to traffic. All operations shall be conducted in the interest of traffic safety and access to adjacent property.

Applicant Certification:

I have read the requirements above and agree to abide by the terms therein' I certify that I am, authorized on behalf of the adjacent property owner, contractor, builder or installer of operations within a county right of way to make this application:

Signature of Person Making Application

Date: June 12, 2019

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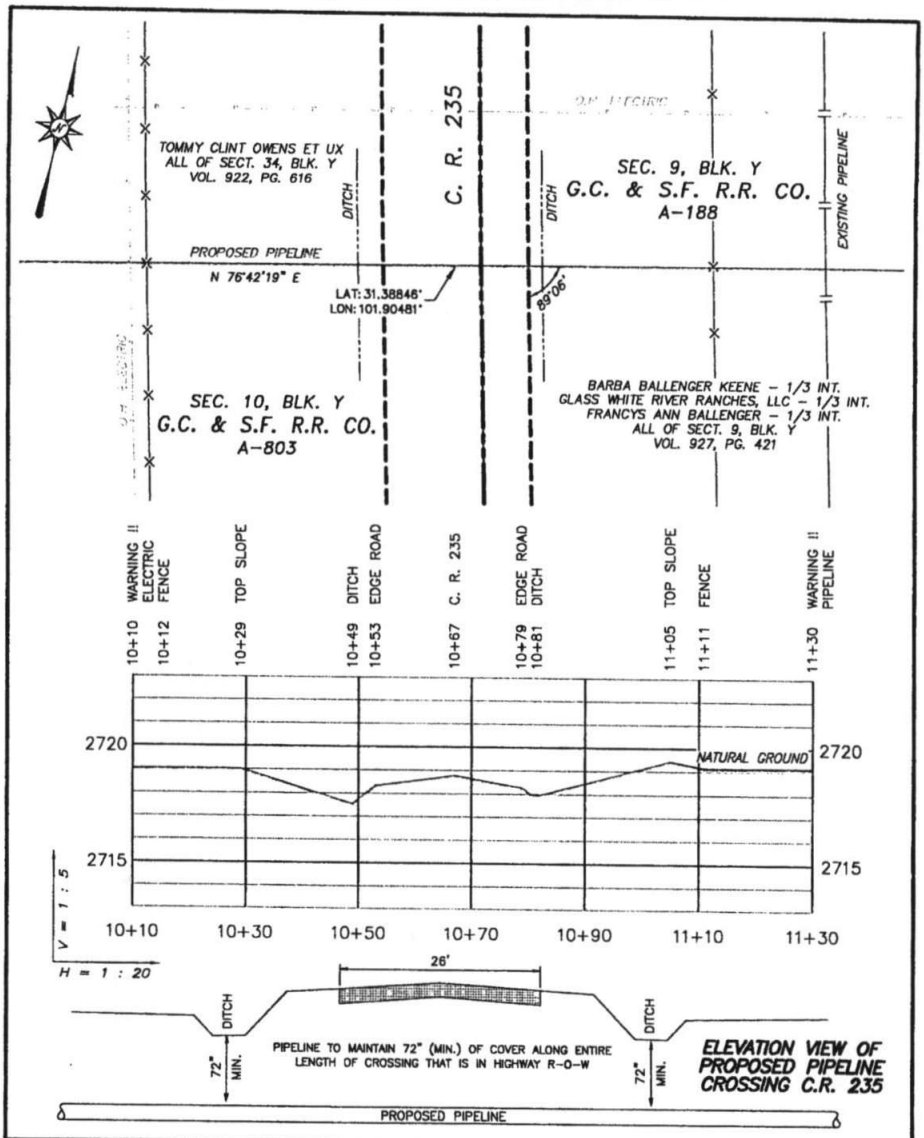
UPTON COUNTY, TX



Engineer's stamp/approval is for pipeline design information alone. It should be noted that the engineer did not oversee survey activities on project.

Applicant, Medallion Midland Gathering, LLC, ("Medallion"), is a PRIVATE UTILITY company. This proposed pipeline is a NEW UTILITY INSTALLATION along a NON-CONTROLLED ACCESS HIGHWAY in rural Upton County, Texas. The application is for an uncased HIGH PRESSURE CRUDE OIL LINE.

Pipeline Specifications:

1) *All welding and welder qualification tests shall be in strict accordance with API Standard 1104, latest edition, and the ANSI B31.4 Transportation Systems for Liquid Hydrocarbons and other Liquids, latest edition.*
2) *The carrier pipe will be 6.63" O.D. x 0.280" W.T., Grade X-52, API 5L PSL-2, Coated with 14-16 MILS Fusion Bond Epoxy (FBE) and 30 MILS Abrasion Resistant Overcoat (ARO). Pipeline will be installed uncased.*
3) *The wall thickness was calculated using Barlow's formula (MOP = (2 X Wall Thickness SMYS X Design Factor)/Pipe Outer Diameter)), using a design safety factor of 0.8, with a target Maximum MOP of 1440 psig.*
4) *Cathodic protection will be employed throughout the pipeline, using deep anodes, and also impressed current where necessary based on detailed study.*
5) *The accommodation of our angled crossing will not adversely affect the safety, design, construction, operation, maintenance, or stability of the highway;*
6) *The accommodations of our crossing will not be constructed or serviced by direct access from the mainlanes of the highway.*
7) *Method of installation: Bore*

Medallion Representative
Medallion Midland Gathering, LLC.
Date

NOTE: BEARINGS ARE BASED ON N.A.D. 1983 DATUM JOB NO. T190300-C.R. 235-REV ZEKE LATERAL

WARNING! UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY. THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN. BEFORE ANY EXCAVATION OR CONSTRUCTION OPERATIONS BEGIN THE CONTRACTOR MUST CONTACT ONE CALL UTILITY LOCATION SERVICES AND THE OWNERS OF THE UTILITIES TO VERIFY THEIR LOCATION.

MEDALLION MIDLAND GATHERING, LLC		
PROPOSED PIPELINE CROSSING COUNTY ROAD 235 1.9 MILES NORTHWEST OF COUNTY ROAD 255 UPTON COUNTY, TX.		
SCALE:	DRAWN BY:	DATE:
1" = 20'	M.P.C.	6-06-19

VOL 0028 PG 717
UPTON COUNTY, TX

1022

Medallion Midland Gathering, LLC
Construction Account
909 Lake Carolyn Pkwy, Ste 1600
Irving, Texas 75039

CADENCE BANK
CADENCE BANK, N.A.
1-800-836-7822

61-629/622

06/11/2019

PAY TO THE ORDER OF Upton County

$ 200.00

TWO HUNDRED US Dollar AND 00 /100 DOLLARS

Security features. Details on back.

Upton County
P.O. Box 482
205 E. 10th St.
Rankin TX 79778
United States

MEMO

AUTHORIZED SIGNATURE

⑈001022⑈ ⑆062206295⑆ 5500210231⑈

Medallion Midland Gathering, LLC
Construction Account

County Road 235
Permit
app

1022

Check Ref: 001022

Account Code: V05596

Upton County

06/11/2019

Date	Reference	Description	Debit Amount	Credit Amount
6/10/2019	CRQ6.10.19V05	ROW 6.17.19 Comm. Crt.	0.00	200.00

UPTON COUNTY, TX
VOL 0278 PG 718

Medallion Midland Gathering, LLC
Construction Account

1022

Check Amount 200.00

PRODUCT SSLT104 USE WITH 91663 ENVELOPE Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

843823140

VOL 0028 PG 719
UPTON COUNTY, TX

State of Texas §
§
County of Upton §

Order for Disbursement of Salaries and Routine Office Expenses

Whereas, Senate Bill 354, 86th Legislative Session effective May 31, 2019, provides that county funds previously budgeted for salaries and authorized office expenses may be disbursed as payment for a salary or routine office expenses; and

Whereas, the Commissioners Court of Upton County wishes to implement the provisions of this Act; now

It is hereby Ordered as follows:

1. County funds previously budgeted for salaries for officers and employees shall be disbursed by the county payroll officer upon submission of all necessary payroll information by the appropriate elected official or department head;
2. County funds previously budgeted for routine office expenses for utilities and supplies under $25,000 shall be disbursed upon submission of a proper voucher.
3. Weekly medical claims submitted by Baker Benefit shall be paid from employee benefit trust after the verification of claims by County Auditor.

Adopted this 17 day of June, 2019 by a vote of 4 ayes and ____ nays.

County Judge

Attest: LaWanda McMurray
County Clerk

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UPTON COUNTY, TX

TELEPHONE LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Upton County, a Government Entity for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, unto HILL COUNTRY TELEPHONE COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative") and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of **Upton**, State of Texas, and more particularly described as follows:

A tract of land approximately 46.02 acres, located 2 miles in a Southwest direction from the town of **Rankin**, County of **Upton**, State of Texas, being NA Acres out of NA Survey No. NA, Abstract No. **Property ID 5193**
NA Acres out of NA Survey No. NA, Abstract No. NA
bounded by land owned **US Highway 67** to the North
TDP-Lindsay Inc. (Property ID 12183) to the South
Van Leer Donna Jerrye (Property ID 5178) to the East
US Highway 67 to the West

and to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or system, as well as all other forms of communications and services in any form provided to us from members or non-members by any and all connectors, interconnectiors, Internets, carriers, or other service providers or receivers, regardless of the method of communication now used or perfected for use In the future, to cut and trim trees and shrubbery that may Interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use or occupancy of said line or system by any other person, firm or corporation for telephone or electrification purposes.

This easement will bury a fiber optic cable and two 1.25" ducts along the East side of the High Lonesome Wind Farm dirt road. The approximate length of this utility line is 200' on the West side of property.

The undersigned agree that all poles, wire and other facilities, including all telephone equipment, installed on the above-described premises at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following: _____

IN WITNESS HEREOF, the undersigned have set their hands and seals this _____ day of _____, 20____.

COUNTY JUDGE PRINTED NAME **DUSTY KILGORE**

COUNTY JUDGE NOTARIZED SIGNATURE x _____

The State of Texas §
The County of _____ §

Before me, (_____) a Notary public, on this day personally appeared **Dusty Kilgore, the Judge for UPTON COUNTY, TEXAS**, an individual personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Upton County Judge and that by his signature on the instrument, Upton County, executed the instrument.

Given under my hand and seal of office, this _____ day of _____ AD, 20 _____.

_____
Notary Public, _____ County, Texas
My Commission Expires _____

HILL COUNTRY TELEPHONE COOPERATIVE, INC.
P.O. Drawer D • Ingram, Texas 78025
830-367-5333 • 800-292-5457 • Fax 830-367-5993
www.hctc.net

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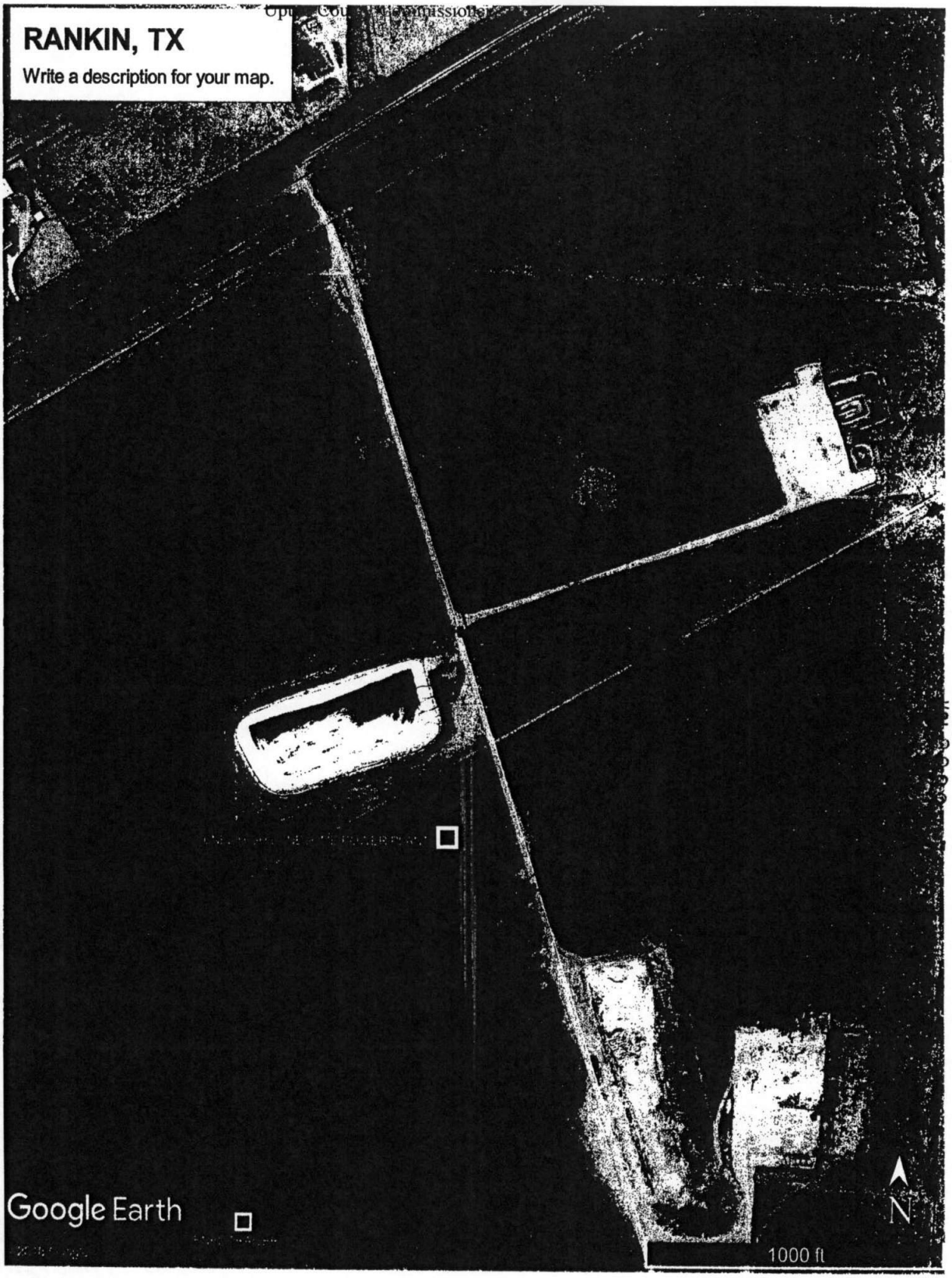
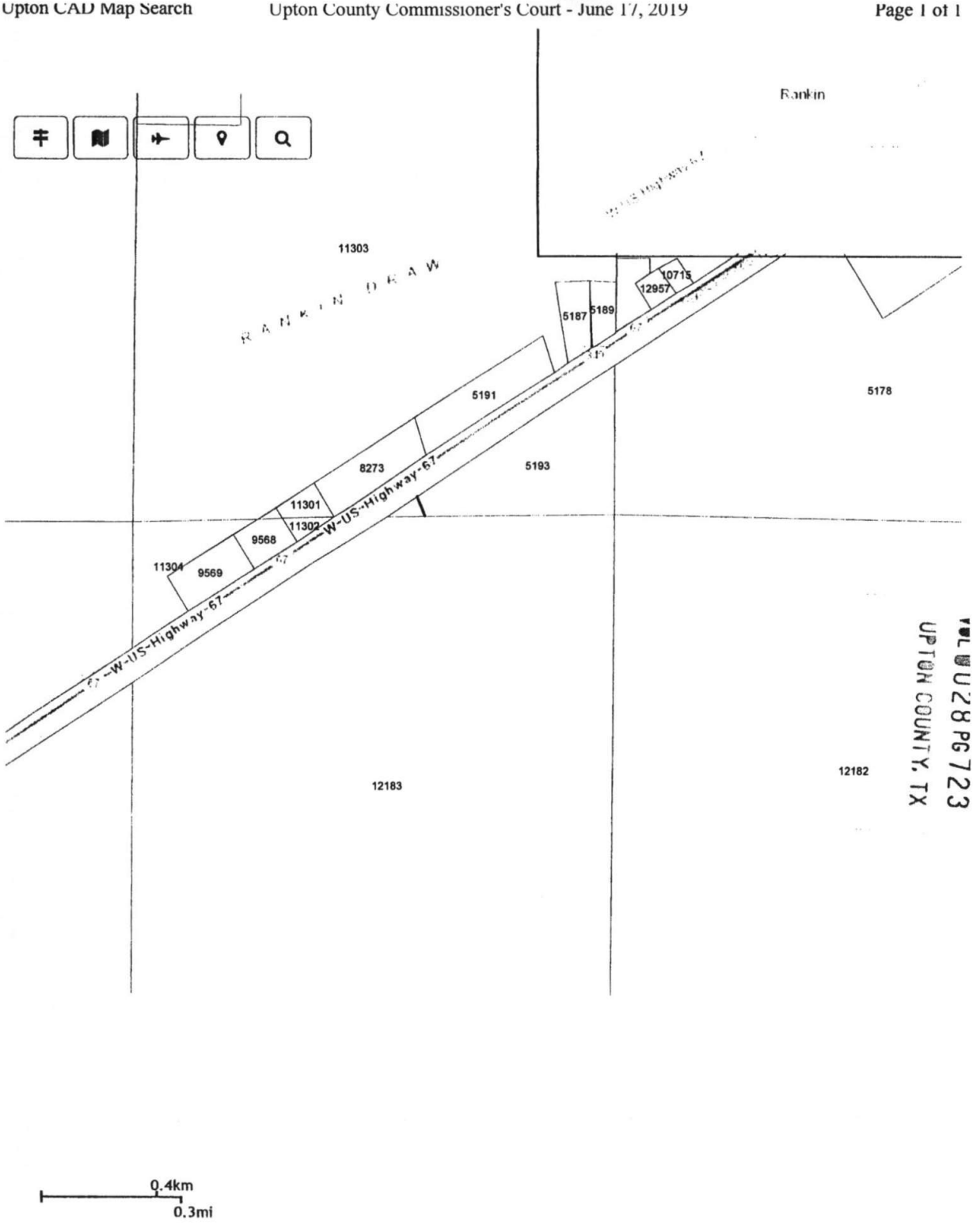
UPTON COUNTY, TX


RANKIN, TX
Write a description for your map.
Google Earth
1000 ft
N



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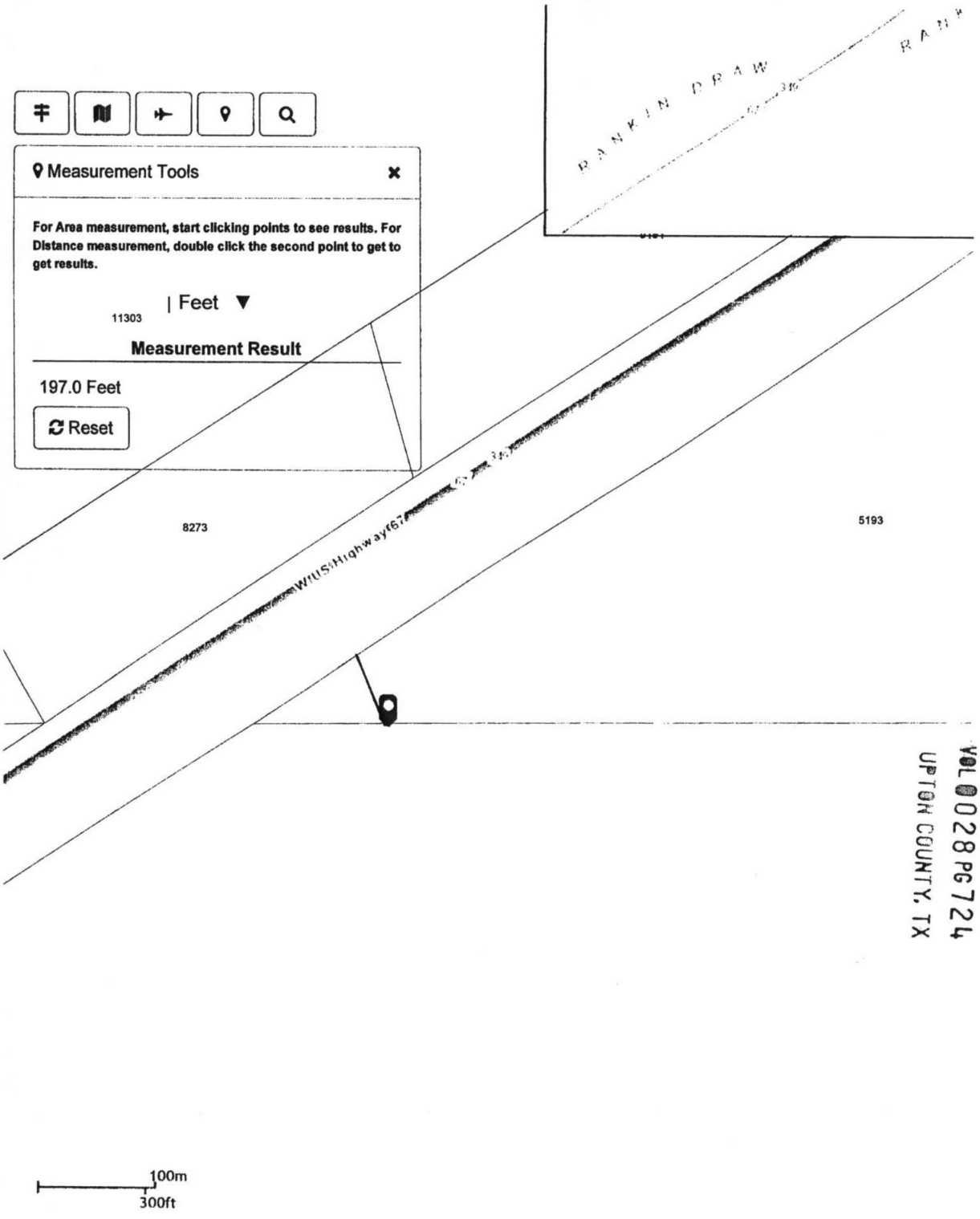
UPTON COUNTY, TX



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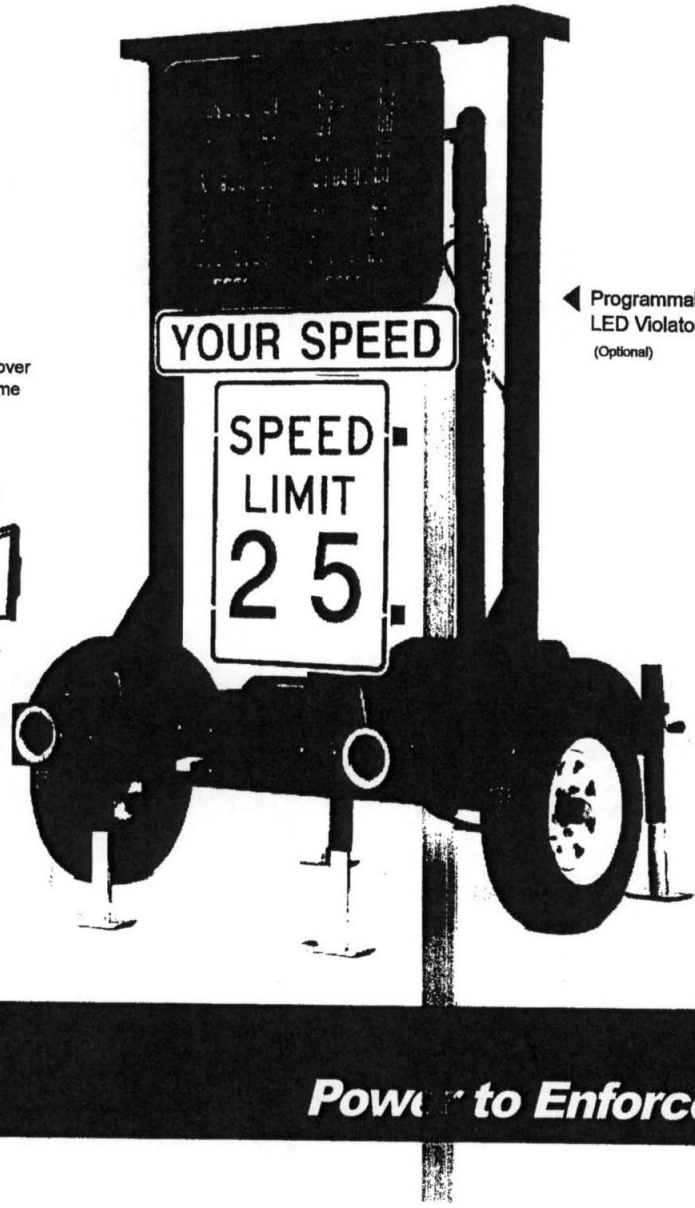
UPTON COUNTY, TX

Stalker SAM | Speed Awareness Monitor

Stalker's SAM trailers are powered by Precision Solar Controls and feature Stalker speed measurement accuracy in a rugged, dependable trailer platform.

- Optional Solar Panels
- 18" Amber LED characters - legible at up to 1000 ft.
- 4D Deep-cycle battery - provides over 18 days of operation and longer time between charges
- Stalker K-Band Doppler Radar
- New Optional Programmable LED Violator Alert

- Optional Integrated Statistics Package
- Hand-held controller



◀ Programmable LED Violator Alert (Optional)

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UPTON COUNTY, TX

STALKER

Power to Enforce.

LED Lamp Matrix and Pulse Modulation

At the heart of the Stalker SAM is Precision Solar Control's LED Lamp Matrix and LED Pulse Width Modulation. The LED Lamp Matrix concentrates and focuses the LEDs' light, allowing the motorist to see the sign at a greater distance and, thus, act on the speed warning quicker.

LED Pulse Width Modulation significantly increases the time between battery charges and powers the LEDs so that they remain at a consistent brightness throughout the battery's discharge cycle.

STALKER SAM

Specifications:

TRAILER	
Width	64" (1.63m)
Length	116" (2.95m) tongue in travel position 57 ½" (1.5m) tongue in display position
Height	91" (2.31m)
Weight	700 lbs. (317.5kg)
Main Frame	2" x 4" x .120" Steel Tubing
DISPLAY CABINET	
Material Thickness	.156" ABS Plastic
Width	36" (.91m)
Height	25 ½" (.65m)
Depth	5 ¼" (.13m)
Lexan Window Thickness	.125"
Cabinet Temperature Delta	±20°
ENERGY SOURCE	
Battery Bank	4D Deep-Cycle Battery 18 days @ 78°F (25°C)
RADAR - STALKER STATIONARY SPEED SENSOR II - 24.125 GHz	
Detection Distance	Up to 1,200' (385 m)
Beam Width	30° x 32°

Stalker K-Band Radar

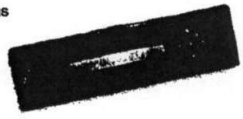
The speed measurement component is pure Stalker - accurate and durable. Stalker's Stationary Speed Sensor II radar has greater range, sensitivity, and tracking when compared to competitive signs' radar.

4D Deep-cycle 12-volt battery Provides over 18 days of continuous operation yielding longer operational time between battery charges.

Graffiti-resistant paint
The finish keeps the trailer looking clean and neat for a professional department image, while its all steel construction provides a sturdy platform and reduces damage sustained in the field.

Dedicated hand-held controller

Complete programming and diagnostic functions in the palm of your hand.



Four stabilizing/leveling jacks

aid in proper placement and stability while allowing one officer to position the SAM on nearly any type of terrain.

Retractable/Removable tongue

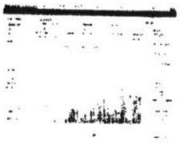
Options:

Top-mounted solar panel

The panels recharges a day's worth of battery use with only 2.5 hours of sunlight allowing for "infinite" field operation.

New Programmable LED Violator Alert

High powered LED Violator Alert flashes to warn motorists when they have exceeded a pre-set speed. Three (3) different user-programmable settings and choice of blue/red or white/white.

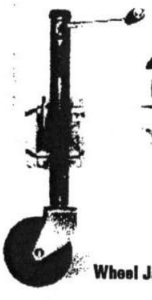


Integrated statistical package

gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.

Accessories:

Coupler Lock



Wheel Jack

Wheel Lock

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UPTON COUNTY, TX

STALKER *Power to Enforce.*

applied concepts, inc.
2609 Technology Drive ■ Plano, Texas 75074
972.398.3780 ■ Fax 972.398.3781

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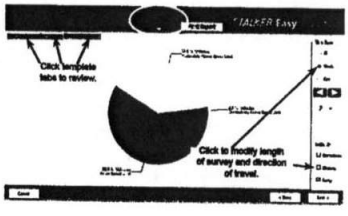
ISO 9001:2008 STALKER

008-0455-00 Rev F

800-STALKER

Once the dataset and report format have been chosen, the user can view it inside the EasyAnalyst application. Tabs are included for a survey description, the survey map, and the selected graph style.

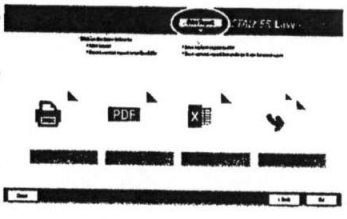
- **Survey Description tab**
  A description of the survey, based on the input from the Enter Location tab, is created. It contains Survey Location, Survey Dates, Traffic Zone, File Name, Device Serial Number, Traffic Direction, Device Type, and Survey Note.
- **Survey Map tab**
  A Google Map is generated that shows the location where the survey data was collected.
- **Formatted Report tab**
  Then, based on the user's choice of report, a graphic representation of the data is rendered.



Print Report

Print Report/Save Report/Export Data to Excel/Save Report Templates – once all the data and any modifications are complete, this tab allows the user to either review then print the reports, save the reports as a PDF file, export the data to Excel, or save the selected report templates to be used later.

- **Print Report**
  Shows a review of all selected templates in the report prior to printing.
- **Save to PDF**
  Allows the user to save the current reports in a PDF format. Select drive/file to save data, name report and save.
- **Export to Excel**
  Exports report to an Excel CSV file.
- **Save to Template**
  To save created report template(s) for further use, click Save Report Template, then select drive and file, name file and save.



STALKER **Power to Enforce.**

applied concepts, inc.
855 East Collins Boulevard ■ Richardson, Texas 75081
972.396.3780 ■ Fax 972.398.3781

TRC

811-0275-00 Rev A

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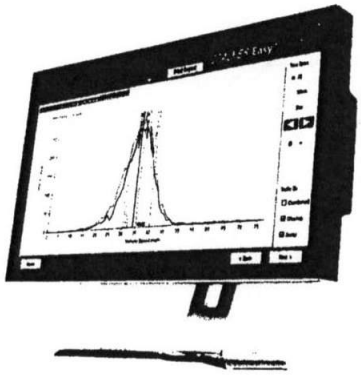
800-STALKER

YOUR SPEED

EasyAnalyst | Traffic Data Analysis and Presentation Software

EasyAnalyst™

Traffic Tracking, Analysis, and Reporting



STALKER **Power to Enforce.**

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UPTON COUNTY, TX

***EasyAnalyst**, Stalker Radar's latest traffic analysis application, is by far the easiest to use statistical software package available in the industry.*

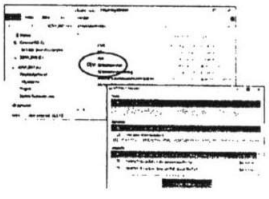
***EasyAnalyst** imports its data directly from all statistics-enabled Stalker trailers, sensors, and signs. There's no data conversion or other complicated computer operation. The user just plugs a USB memory stick into any Stalker traffic control device, and the data is automatically downloaded. The USB memory stick is then attached directly to a computer running **EasyAnalyst** and the data is loaded (just like you load a Word or Excel file).*

The data is automatically formatted into reports and graphics and can be assembled and saved into templates for later use with other captured traffic data.

*And naturally, **EasyAnalyst** is backwards compatible with **Traffic Analyst** reporting, so the user can switch to **Traffic Analyst's** powerful report composer from inside **EasyAnalyst**.*

Installation

- Install on local computer
  - Insert USB memory stick
    - Double click **ACInstall.exe**
  - Follow the Install Wizard
    - Approve License Agreement
    - Choose Installation Folder
    - Confirm Installation
  - Launch **Easy**Analyst



[redacted]

- Choosing a Dataset

When **EasyAnalyst** is started, it begins with its **Import Data** screen. The user can either load data from a folder on their computer's hard drive or from a USB memory stick.

To load from the computer's hard drive, choose among the data files listed in the grid on the **Import Data** screen.

To load from a USB memory stick, insert the memory stick into an available USB port and click the **File Browser** button. Navigate to the folder containing the data file. Double-click on the desired data file.

- Gear Icon ⚙

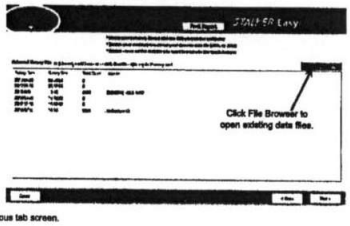
Clicking the gear icon in the upper right shows two options.

Check for Update

Choosing this option checks for a newer version of **EasyAnalyst**. The current version is listed and Check, Download & Install, and Cancel buttons are available.

About

The About option displays version and copyright information.



< Back Next >

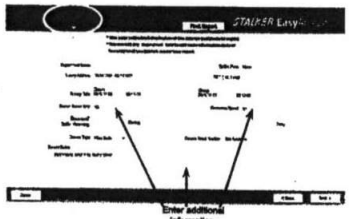
Back and **Next** buttons load the next or previous tab screen.

[redacted]

- Location Form

Once a data source file is selected in the **Import Data** screen, the active screen changes to **Enter Location**. In this screen the user can add descriptive text to the data's metadata. Editable fields include:

- Department Name
- Traffic Zone
- Survey Address
- GPS (Lat, Long)
- Posted Speed Limit
- Excessive Speed
- Direction of Traffic Monitoring
- Survey Notes



Input is saved when the user navigates to the next tab either by using the Next button or selecting the next tab.

[redacted]

EasyAnalyst offers a variety of report formats for the user to choose. From the **Choose Report** tab, the user can select the report of their choice and **EasyAnalyst** automatically formats the report using location data chosen earlier.

Reports available are:

Speed Compliance Report

This pie-chart report details vehicles below the speed limit, vehicles moderately above the speed limit, and vehicles excessively above the speed limit.

Speed Enforcement Report

Based on the traffic data analyzed, this report predicts the best weekdays and times for speed enforcement.

Speed Profile Report

This report analyzes the statistics of the traffic data, including vehicle count, percent over and under limit, 85% percentile, and 10 mph pace.

Traffic Density Report

This report shows the vehicle count by day and unit of time.

Traffic Matrix Report

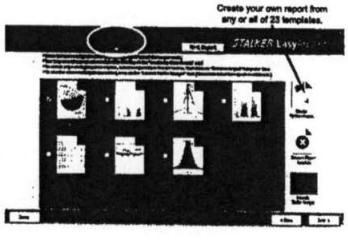
This report contains elements of the Traffic Density and Speed Profile reports.

Speed Profile 2

This report includes two charts: Count vs Speed line chart and Speed vs Time point chart.

Traffic Volume Report

This report includes two charts: Count vs Time and Count vs Speed.



- Create My Own Report

This button allows the user to select from 24 reports to assemble their own combination of reports.

- Remove Report Template

This button clears a report created using the **Create My Own Report** function.

- Launch Traffic Analyst

For more complex reports and analyses the user can launch **Traffic Analyst**. **Traffic Analyst** allows the user to create more complex reports using its internal report composer.

VOL 028 PG 728
UPTON COUNTY, TX

STALKER radar
applied concepts, inc.

QUOTE
2028113

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 04/26/19

Inside Sales Partner: Ed Kosanke 972-801-4818
Reg Sales Mgr: Bill Switzer - S TX 972-837-3434

Effective From : 04/26/2019 **Valid Through:** 07/25/2019 **Lead Time:** 32 working days

Bill To:	**Ship To:**
Upton County Judges Office 205 E 10th Ave Midkiff, TX 79755	Upton County Judges Office 205 E 10th Ave Midkiff, TX 79755

Customer ID: P28439
Accounts Payable

Deliver
County Judge Dusty Kilgore

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1000-00	Stalker SAM Trailer	24	$8,650.00	$8,650.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	015-2532-59	[253259] SAM Trailer with Top Display		$0.00
2	1	200-1229-00	Traffic Stats Sensor, 2-Comm Ports, USB,Open Frame		$0.00
3	1	015-5345-00	[274714] SAM Trailer Solar Panel		$0.00
4	1	015-2328-62	[232862] Red LED Light Bar-SAM/SAM-R		$0.00
5	1	015-2354-40	[235440] Blue LED Light Bar-SAM/SAM-R		$0.00
7	1	200-1173-00	Stalker Traffic Analyst App, Thumb Drive, Manual		$0.00
8	1	011-0218-00	Stalker SAM/SAM-R Trailer User Manual		$0.00
9	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		$0.00
10	1	060-1000-24	24-Month Warranty		$0.00
				Group Total	$8,650.00

Product	$8,650.00	Sub-Total:	$8,650.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$8,650.00**

Stalker SAM Speed awareness trailer with Solar Panel, Violater Alert lights and Data Collection/Statistics Package 001

Warranties:
Battery: 1 year
Trailer hardware: 2 Years
Solar Panel: 5 Years

Free Delivery and Product Training in Texas and Louisiana!

Any questions? Contact Ed Kosanke at 972.801.4818 or Bill Switzer at 972-837-3434

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

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UPTON COUNTY, TX

AVENU

Agreement for Information Technology Products and Services

Avenu Government Record Services, LLC

Upton County, Texas

This agreement for information technology products and services ("Agreement") is entered into by and between **Avenu Government Record Services, LLC** ("Avenu") 8600 Harry Hines Blvd., Dallas, TX 75235, and **Upton County**, a government entity in the State of Texas ("Client"), 205 East 10th, Rankin, TX 79778. Avenu and Client (each individually a "party" and collectively the "parties") agree as follows:

1. SERVICES Avenu agrees to provide to Client the information technology products, software, and related materials ("System") and perform for Client the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.

2. TERM This Agreement will become effective on May 1, 2019 ("Effective Date") and shall continue through April 30, 2020 unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree in writing to extend this Agreement for additional one (1) year periods ("Extended Term"), subject to the termination provisions of this Agreement.

3. PAYMENT Client agrees to pay Avenu for the System and Services in accordance with the payment provisions set forth in Schedule A. Avenu shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.

4. EXPENSES Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Avenu will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Avenu will provide receipts or other reasonable documentation.

5. TAXES If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.

6. DELIVERY AND ACCEPTANCE Avenu will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Avenu will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

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7. CONFIDENTIALITY With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Avenu will instruct Avenu personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Avenu information that Avenu regards as confidential. However, Avenu shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Avenu; (iii) is independently developed by Avenu outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Avenu shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Avenu in the course of providing the Services.

8. AVENU PROPRIETARY INFORMATION Client agrees that Avenu methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Avenu, which may be disclosed to the Client, are confidential and proprietary information ("Avenu Confidential Information"). With respect to Avenu Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Avenu Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Avenu and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Avenu, Avenu employees, or by the authorized agents or subcontractors of Avenu as a part of the Services, including derivative works (individually and collectively "Avenu Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Avenu Intellectual Property shall vest solely in Avenu. Client understands and agrees that all Avenu Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Avenu. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Avenu or otherwise coming into the possession of Avenu in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

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12. DATA BACKUP Prior to Avenu providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Avenu of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Avenu. If Avenu is unable to recover any or all lost or corrupted data, the responsibility and liability of Avenu for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Avenu shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data contained in the System. Under no circumstances will Avenu be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Avenu hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Avenu Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Avenu represents and warrants that Avenu possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Avenu Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Avenu Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Avenu Intellectual Property without prior written authorization by Avenu; and will not export any Avenu software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Avenu as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Avenu to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Avenu explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Avenu makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Avenu will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives, or subcontractors.

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17. PERFORMANCE AND SYSTEM WARRANTIES Avenu warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Avenu will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AVENU EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. AVENU AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Avenu; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Avenu prompt written notice that identifies each defect with specificity. Avenu will investigate and verify each reported defect. Upon verification by Avenu of a reported defect, Avenu shall (as determined by Avenu in the sole discretion of Avenu) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Avenu shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Avenu warrants that during the Term any application software components of the System that are developed and owned by Avenu (including customized software components) and furnished to Client by Avenu under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Avenu. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Avenu software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Avenu; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

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19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event").

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS Each party shall indemnify and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

AVENU SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT AVENU HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT AVENU EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH AVENU HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

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22. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

(a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.

(b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Avenu and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.

(c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. TERMINATION FOR BREACH OR DEFAULT BY AVENU If Avenu materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

24. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this Agreement for breach. Termination by Avenu shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

25. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Avenu if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

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26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the date of termination Avenu will discontinue all Services and indexes and images will no longer be accessible from Avenu. Client agrees to allow Avenu to remove any Avenu-owned hardware, software, and other Avenu-owned materials. Avenu will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates. If this Agreement is terminated for any reason during the Term, Client agrees to pay Avenu a termination fee in the amount of the unamortized cost of initial hardware and other start-up costs incurred by Avenu, as determined by Avenu and set forth in an early termination invoice.

27. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Avenu may not be adequate for protection of Avenu, and accordingly Avenu shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Avenu and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Avenu shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Avenu:

Avenu Government Record Services, LLC
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attention: Contracts Department

To Client:

Upton County
205 East 10th
Rankin, TX 79778

Attention: LaWanda McMurray
District/County Clerk

With a copy to:

Avenu Government Record Services, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120

Attention: Contracts Department

30. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

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31. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the Client shall be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

32. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

33. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

34. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

35. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws.

36. NON-SOLICITATION AND NON-HIRE Client shall not, without the prior written consent of Avenu knowingly solicit, recruit, hire, or otherwise employ or retain any employee of Avenu that is performing the Services or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of Avenu who have performed any of the Services during the term of this Agreement during a period of one (1) year after that employee is no longer employed by Avenu. Because actual damages are difficult to determine if Client breaches the non-solicitation obligations under this Section, the parties agree that in lieu of an award of actual damages and not as a penalty, Avenu shall be entitled to, and Client shall pay to Avenu as the sole and exclusive remedy for breach, liquidated damages of two (2) times the salary and bonus target employee at the time his or her employment with Avenu. Nothing in this Section shall waive the right of Avenu to seek injunctive relief to compel compliance by a current or former employee with the obligations of a former employee not to use or disclose that any confidential or proprietary information of the former employer. The non-solicitation provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party. The provisions of this Section shall not prohibit either party from hiring employees of the other party if the status of the other party as a viable business entity so declines as to make it unlikely the party could retain the services of its employees.

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37. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Government Record Services LLC

_____
Signature

_____
Name

_____
Title

Upton County, Texas

Signature

Tommy OWENS
Name

Commissioner #2
Title

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SCHEDULE A

STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services ("Agreement") by and between Avenu Government Record Services, LLC ("Avenu") and Upton County, Texas ("Client").

A. SCOPE OF SERVICES

AVENU RESPONSIBILITIES

Avenu shall perform the following Services for Client:

1. Continuation of support for the current version of 20/20 Perfect Vision™, the Avenu open architecture land records document management, imaging, and workflow software ("System") at the Client site located at 205 East 10th, Rankin, Texas.

2. Avenu will be responsible for the design, development, management, installation, training, and support of the System.

3. As part of System installation, the System will be configured to include the following modules and functions:
    - Cashiering
    - Indexing/Recording
    - Imaging
    - Searching/Retrieval
    - Reporting
    - Local public access
    - Web Distribution
    - Workflow functions (Avenu will adjust workflow parameters, as appropriate)

4. Avenu will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.

5. Avenu will provide the initial education and training on the System. Initial education and training may include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.

6. Avenu will service and maintain all Avenu-owned equipment (listed under "Current Hardware Configuration," below) and software (listed under "Current Software," below) currently installed at the Client site.

7. Avenu will store Client's microfilm during the Term of this Agreement.

8. Hardware and software configurations are subject to technology advances and changes in vendor availability.

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CURRENT HARDWARE CONFIGURATION

Component	Quantity	Description
Dell PowerEdge T310 Tower	1	Image and Data Base Server
APC RS1500	1	UPS for Server
Dell OptiPlex 980 w/23" LCD monitor	2	Scanning Workstation
Fujitsu fi-6240	2	Duplex Flatbed Scanner
Dell OptiPlex 980 w/23" LCD monitor	1	Cashiering Workstation
Axiohm 760-4405	2	Receipt Printer/Validator
Dell OptiPlex 980 w/23" LCD monitor	2	Public Workstation
Hewlett Packard LaserJet 4015x	1	Networked Duplex Laser Printer
APC Back-UPS BE550G	2	UPS for Cashiering & Scanning Workstations
Free Agent USB Drive	1	Fixed External Drive
Free Agent USB Drive	6	USB Daily/Monthly Drives

CURRENT SOFTWARE

Microsoft Windows 2008 Server Standard – 64 bit

Microsoft SQL Server 2008

Microsoft Windows XP SP3

McAfee Anti-Virus

PDF Factory Pro Server (Server)

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CLIENT RESPONSIBILITIES

1. Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.

2. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.

3. Client agrees to allow Avenu to schedule an Avenu support person to be on the Client site for all System installations.

4. Client will provide printer ribbons, toner cartridges, printer paper, electricity, and magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Avenu.

5. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.

6. Client will create any record books.

7. Client will package and deliver to Avenu the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.

8. Client will provide a medium speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth to do database replication and support.

9. Avenu will allow Client to interconnect the Client PC network and the Avenu network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general Internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:

   (a) Client will be fully responsible for restoring the System in the event of virus disruption.

   (b) In the event of downtime determined by Avenu to have been caused by virus contamination of the System or traceable by Avenu to Client-installed software, Client agrees to pay Avenu for restoration of the System at the current Avenu hourly labor rate ($150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials).

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B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Avenu that the System is ready for acceptance to inspect and accept the System delivered and installed by Avenu or decline to accept the System.

2. If Client declines to accept all or any part of the System, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.

3. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.

4. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Avenu specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Avenu as part of ongoing warranty or maintenance of the System.

C. PAYMENT AND RATES

Avenu will invoice Client on a monthly basis for the Services based on the following price schedule.

Services	Price
20/20 Perfect Vision™ Land Records Management System	$2,550.00 per month
Reconciliation Fee For services rendered April 1, 2017 through April 30, 2019	$63,750.00 one-time fee
Annual Maintenance of 20/20 Client License	$160.00 per year
Microfilm Storage	No Charge
Internet Pricing	
Internet hosting services for land and maps are included at no charge to the Client, and the Client agrees that Avenu may charge a minimum of $1.00 per page for public access to and printing of document images. All revenue (after deduction of all transaction fees) will be split equally between Avenu and the Client (50% Client - 50% Avenu). If the Client discontinues approval of this arrangement for fee collection, Avenu will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Avenu for continuation of the Services. The Client has the following options with respect to payment of the 50% Client share of revenue received by Avenu for public access to and printing of documents: (a) The Client can use this revenue as a credit to offset the fees due from Client to Avenu for the month in which the Internet hosting charges are collected by Avenu; or (b) Avenu can remit this revenue to the Client on a monthly basis via check. If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Avenu, Avenu will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to Avenu in subsequent months. However, Avenu will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Avenu. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Avenu to the Client via check.	

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ITEM #4 – ACCEPT REPORTS, DEPUTATIONS AND ANY ADDITIONS TO THE BOND LIST.

MOTION: Commissioner Jackson
Moved to accept reports, Bonds and Deputations as follows.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

Dusty Kilgore – County Judge, May, 2019
Monica Zarate – Tax Assessor Collector, May 2019
Christy Hodges – County Auditor, April 2019

BONDS:
NONE

DEPUTATIONS:
Mike Davis, Sheriff Deputy
(see copy in clerk's office)

ITEM #5 – APPROVE THE MINUTES OF JUNE 3 AND JUNE 4, 2019.

MOTION: Commissioner Wolfe
Moved to accept reports, Bonds and Deputations as follows.
SECOND: Commissioner Smart
CARRIED: All Commissioners and Judge voting aye

ITEM #6 – APPROVE BUDGE AMENDMENTS.

NONE PRESENTED

ITEM #7 – ACKNOWLEDGE/APPROVE DONATIONS.

NONE PRESENTED

ITEM #8 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING PERMIT FOR INSTALLATION OF COUNTY RIGHT-OF-WAY PIPELINE AND UTILITY CROSSING ON COUNTY ROAD 111 REQUESTED BY EPIC Y GRADE PIPELINE, LP.

MOTION: Commissioner Jackson
Moved to accept and approve the Right-of-Way Pipeline and Utility Crossing on County Road 111 as requested by Epic Y Grande Pipeline, LP. Commissioner Jackson voiced that reports from TxDOT have been received and reviewed and he was happy with that.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF APPLICATION ON PAGES #682-687.

ITEM #9 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING PERMIT FOR INSTALLATION OF COUNTY RIGHT-OF-WAY PIPELINE AND UTILITY CROSSING ON COUNTY ROAD 112 REQUESTED BY EPIC Y GRADE PIPELINE, LP.

MOTION: Commissioner Jackson
Moved to accept and approve the Right-of-Way Pipeline and Utility Crossing on County Road 112 as requested by Epic Y Grande Pipeline, LP. Commissioner Jackson voiced that reports from TxDOT have been received and reviewed and he was happy with that.
SECOND: Commissioner Smart

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CARRIED: All Commissioners and Judge voting aye

SEE COPY OF APPLICATION ON PAGES #688-693.

ITEM #10 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING PERMIT FOR INSTALLATION OF COUNTY RIGHT-OF-WAY PIPELINE AND UTILITY CROSSING ON COUNTY ROAD 260 REQUESTED BY EPIC Y GRADE PIPELINE, LP.

MOTION: Commissioner Jackson
Moved to accept and approve the Right-of-Way Pipeline and Utility Crossing on County Road 260 as requested by Epic Y Grande Pipeline, LP. Commissioner Jackson voiced that reports from TxDOT have been received and reviewed and he was happy with that.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF APPLICATION ON PAGES #694-712.

ITEM #11 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING PERMIT FOR INSTALLATION OF COUNTY RIGHT-OF-WAY PIPELINE AND UTILITY CROSSING ON COUNTY ROAD 235 REQUESTED BY MEDALLION MIDLAND GATHERING, LLC.

MOTION: Commissioner Jackson
Moved to accept and approve the Right-of-Way Pipeline and Utility Crossing on County Road 235 as requested by Epic Y Grande Pipeline, LP.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF APPLICATION ON PAGES #713-718.

ITEM #12 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION TO AUTHORIZE 112TH DISTRICT COURT, AND THE JUSTICE OF THE PEACE, PRECINCT 1 AND 2 BENCH TRIALS TO BE TEMPORARILY MOVED TO THE UPTON COUNTY PARK BUILDING, 301 EAST 10TH STREET, RANKIN, TX.

MOTION: Commissioner Wolfe
Moved to accept and authorize the 112th District Court, and the Justice of the Peace, Precinct 1 and 2 Bench Trials to be temporarily moved to the Upton County Park building located at 301 East 10th Street, Rankin, Texas. This move is due to renovations/testing that are underway at the Upton County Courthouse located at 205 E. 10th Street.
SECOND: Commissioner Smart
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF ORDER ON PAGE #719.

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ITEM #13 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING ORDER FOR DISBURSEMENT OF SALARIES AND ROUTINE OFFICE EXPENSES ON SENATE BILL 354.

MOTION: Commissioner Jackson
Moved to accept and approve Order for Disbursement of Salaries and Routine office expenses as per Senate Bill 354. This will include Employee Benefit Trust account as well as utilities and small supply bills that may have an approaching deadline.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF ORDER ON PAGES #720.

ITEM #14 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING TELEPHONE LINE RIGHT-OF-WAY EASEMENT FROM HILL COUNTRY TELEPHONE COOPERATIVE, INC.

MOTION: Commissioner Smart
Moved to approve the Hill Country Telephone Cooperative, Inc. Right-of-Way easement west of Highway 67 that consist of 200ft, buried 36 feet deep.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF APPLICATION ON PAGES #721-724.

ITEM #15 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON PURCHASING SPEED AWARENESS MONITOR TRAILER.

MOTION: Commissioner Wolfe
Moved to approve the purchase of a speed awareness monitor trailer in the amount of $8,600.00 which will be paid out of the contingency fund. There is a wind turbine company in Upton County that would like to purchase this trailer for the Upton County Sheriff's Department. They asked if the County would purchase the trailer and submit an invoice rather than them having to go through their rigorous purchasing process to do so. Upton County will purchase and invoice the company with a ninety (90) day due date. The funds will be accepted as a donation.
SECOND: Commissioner Smart
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF QUOTE AND SPECS ON PAGES #725-729.

ITEM #16 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING CONTRACT BETWEEN AVENU GOVERNMENT RECORD SERVICES, LLC AND UPTON COUNTY.

MOTION: Commissioner Smart
Moved to approve the Contract between Upton County and Avenu Government Record Services for record management system in the Upton County Clerk's Office. There will be a payment of $63,7500., for usage April 2017-April 2019. Avenu will invoice monthly for services. Fees will be paid out of Clerk's Record Management.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

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SEE COPY OF CONTRACT ON PAGES #730-742.

ITEM #17 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON APPROVING 2019 OUTSIDE AUDIT COMPLETED BY ECKERT FOR THE UPTON/REAGAN JUVENILE.

MOTION: Commissioner Smart
Moved to approve the 2019 outside audit of the Upton/Reagan Juvenile performed by Eckert and Company as there were no findings.
SECOND: Commissioner Wolfe
CARRIED: All Commissioners and Judge voting aye

SEE COPY OF AUDIT IN CLERK'S OFFICE.

ITEM #18 – CONSIDER, DISCUSS AND TAKE ANY NECESSARY ACTION ON ROBERT SILVA ATTENDING SCHOOL BOARD CONFERENCE TO RECEIVE NEEDED HOURS.

MOTION: Commissioner Wolfe
Moved to approve Robert Silva attending school board conference. The court approved three (3) eight (8) days for this conference.
SECOND: Commissioner Jackson
CARRIED: All Commissioners and Judge voting aye

ELECTED OFFICIALS CLOSING COMMENTS.

Commissioner Jackson – Road and Bridge Pct. 3 & 4 is looking to purchase a new tire machine as theirs has broken and they do not have a way to fix tires. They are looking to purchase the same style as Road and Bridge Pct. 1 & 2 for a quote of $7,400.00. Each Commissioner was in agreeance with the purchase.

Commissioner Smart – He was approached by David Jones to bring in and spread some chet and caliche around the Veteran's Memorial in McCamey. He was not sure if the City of McCamey owed it and it would fall under the Interlocal Agreement. He will place it on the next Commissioner's Court Agenda to discuss.

MOTION TO ADJOURN UNTIL JULY 1, 2019 AT 9:00A.M.

MOTION: Commissioner Jackson
Moved to adjourn until July 1, 2019 at 9:00a.m.
SECOND: Commissioner Wolfe
CARRIED: All member voting aye

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Attest:

Dusty Kilgore, County Judge
Or
Tommy Owens, Pro-Tem

LaWanda McMurray, County Clerk