CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
NOVEMBER 10, 2025
6:30 PM

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on November 10, 2025, at 6:30 PM. The Meeting will be held in person at City Hall, 2671 San Angelo Street, Ingleside, Texas. Overflow location will be held at Hildegard Schmidt Garden Center, 2740 Mustang Drive Ingleside, Texas. Members of the public can view the meeting via live stream at https://inglesidetx.gov/.

With respect to any subject matter set forth below, the City Council may take action, unless otherwise expressly indicated with respect to any particular subject matter.

Opening Agenda

1. Call Meeting to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Citizen Comments and Reports.
   Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.
6. Staff Comments and Reports.
   The Council may discuss any subject which is specifically listed under this item.

   a. Council Comments and Reports.
   b. Announcements of Community Interest and/or upcoming events.
   c. Report on Ingleside Little League donation request.
   d. Report on City activity and response to recent hailstorm.
   e. Report on future economic growth and development team meetings.

Consent Agenda

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of the items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7. Deliberate and take appropriate action on the Regular Meeting Minutes of October 27, 2025.

8. Deliberate and take appropriate action on a Special Event Permit request from the Port of Corpus Christi for a Tree For All event at N.O. Simmons Park on December 4, 2025.

Public Hearing

The City Council shall call a public hearing on each item below in this section. Any person wishing to address the City Council on these items should please come forward when that public hearing is called.

9. Public Hearing regarding an application filed by Ingleside Clean Ammonia Partners, LLC ("ICAP") requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinance for the intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility on property located at 1450 Lexington Blvd, further described in the legal description below:

- Being the following described tracts of land: (1) 208.131 acres, more or less, out of a called 478.376-acre tract described in a deed, recorded in Volume 2081, Page 483, Deed Records, Nueces County, Texas and being part of the L. Von Zacharias Survey 1, Abstract 271 and being in San Patricio County, Texas, and being a portion of San Patricio Appraisal District Tax ID No. 67889, together with: (2) the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.349 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay.

Regular Agenda

10. Deliberate and take appropriate action on first reading of an Ordinance granting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinance for the intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility on property located at 1450 Lexington Blvd, further described in the legal description below and further providing for effective date, reading, severance, and publication.

Being the following described tracts of land: (1) 208.131 acres, more or less, out of a called 478.376-acre tract described in a deed, recorded in Volume 2081, Page 483, Deed Records, Nueces County, Texas and being part of the L. Von Zacharias Survey 1, Abstract 271 and being in San Patricio County, Texas, and being a portion of San Patricio Appraisal District Tax ID No. 67889, together with: (2) the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.349 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay.

a. Presentation by Staff.

b. Presentation by Applicant—YaREN Representatives.

c. Deliberation and action by Council.

11. Deliberate and take appropriate action on second and final reading of an Ordinance granting a special use permit pursuant to Section 78-267 of the Code of Ordinances for the Intensive Use consisting of crude oil storage tanks on property generally located south of Highway 361 and west of Coach Emory Bellard Dr and Avenue B, further described in the legal description below and further providing for effective date, reading, severance, and publication.

A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patrico County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

12. Deliberate and take appropriate action on the purchase of a new Pierce Stock M2-106 BX Pumper truck, through the Houston-Galveston Area Council Buy Board.

13. Deliberate and take appropriate action to accept an easement from the Ingleside Independent School District to the City of Ingleside for the Avenue B MIT-MOD Project.

14. Deliberate and take appropriate action on a Resolution to nominate Kiewit Offshore Services, LTD. for the Texas Enterprise Zone Program.

Executive Session

15. Closed Session
City Council will meet in Closed Session pursuant to the provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

A. Pursuant to Section 551.071 Consultation with Attorney regarding potential claims involving the City.

16. Open Session
City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

A. Pursuant to Section 551.071 Consultation with Attorney regarding potential claims involving the City.

Closing Agenda

17. Items to consider for placement on future agendas.

18. Adjourn.

Special Accommodations

This facility is wheelchair accessible and there are special parking spaces near the main entrance. Request for accommodations or special services must be made 48 hours prior to this meeting. Please contact City Secretary's Office at (361) 776-2517 or Fax (361) 776-1027 or email citycouncilquestions@inglesidetx.gov for further information.

With respect to any subject matter listed on this agenda, the City Council may meet in Closed Executive Session, if and to the extent allowed by Chapter 551 of the Texas Government Code, including, but not limited to, any of the following sections of Chapter 551: Section 551.071 Consultations with Attorney, Section 551.072 Deliberation about Real Property, Section 551.073 Deliberation regarding Prospective Gift, Section 551.074 Personnel Matters, Section 551.087 Deliberation regarding Economic Development Negotiations, and Section 551.089 Deliberation regarding Security Devices Or Security Audits.

Certification

I, Jana Stork, certify that the above notice of this Regular Meeting of the City Council was posted on the City Hall bulletin board at 2671 San Angelo Street, Ingleside, Texas on November 4, 2025, by 6:30 p.m.

Jana Stork

Jana Stork, City Secretary

This public notice was removed from the official posting board at the Ingleside City Hall on the following:

Date: _____ Time: _____

By: _____

City Secretary's Office
City of Ingleside, Texas

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 6.a

Council Comments and Reports.

SUBMITTED BY: Jana Stork, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Jana Stork, Director of Administrative Services/City Secretary

BACKGROUND:

City Council may discuss any subject under this item.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For Informational purposes only.

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 6.b

Announcements of Community Interest and/or upcoming events.

SUBMITTED BY: Jana Stork, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

1. City of Ingleside Boards & Commissions Volunteers Needed
2. Ingleside Public Library Tutoring, Mondays and Saturdays
3. Ingleside Public Library Children Programs, Various Days
4. Ingleside Public Library Crochet for Beginners, Mondays
5. Ingleside Public Library Crochet for Beginners Update
6. Ingleside Public Library Coats & Food for Fines, November 01, 2025 - November 28, 2025
7. Ingleside Parks & Recreation Flags of Freedom, November 07, 2025 - November 14, 2025
8. Ingleside Parks & Recreation Toddler Time, November 13, 2025
9. Ingleside Parks & Recreation Vendors Market, November 15, 2025
10. Book Club, 3rd Tuesday of the Month, November 18, 2025, and December 16, 2025
11. Ingleside Parks & Recreation Thanksgiving Camp, November 24, 2025 - November 26, 2025
12. Ingleside Parks & Recreation Christmas Parade, December 05, 2025
13. Ingleside Parks & Recreation Tree Lighting, December 05, 2025
14. Ingleside Fire Department Breakfast with Santa, December 06, 2025
15. Ingleside Renaissance Faire, December 13 & 14, 2025

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

For Informational purposes only.

ATTACHMENTS:

1. 2025, 11-10 Community Events v2

City of Ingleside

Volunteers Needed

Boards & Commissions

We Need Help With

- Planning & Zoning
- Board of Adjustments
- Street Advisory Group
- And many more!

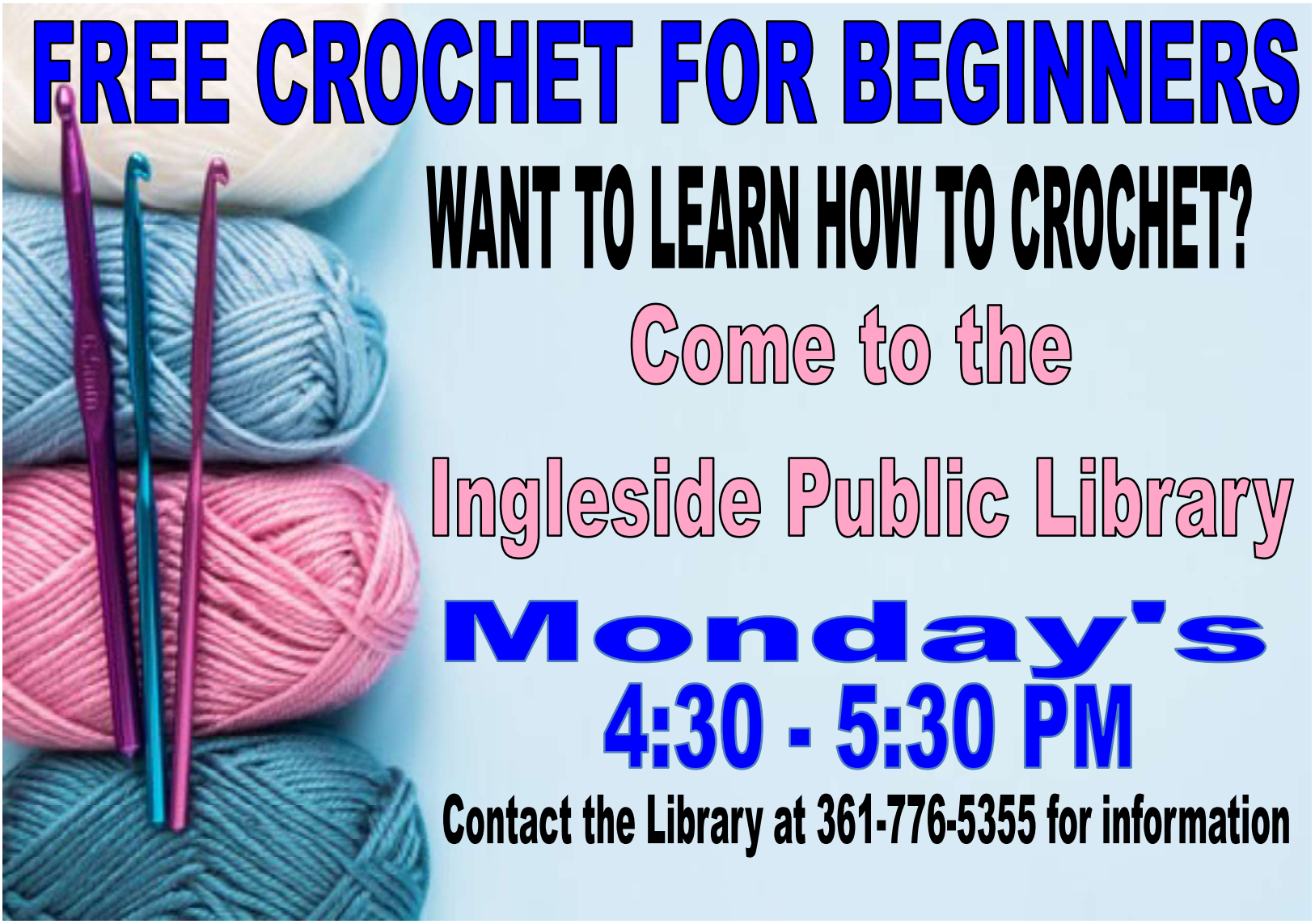
CONTACT US

(361)776-2517 | citysecretary@inglesidetx.gov

DOES YOUR CHILD NEED TUTORING IN:
MATH?
READING?
OR
ENGLISH?
If so, come to the Ingleside Public Library
Mondays = 4:00-6:00 PM
&
Saturdays = 9:00 - 11:00 AM
for more information call 361-776-5355

INGLESIDE PUBLIC LIBRARY

MORE PROGRAMS ON BACK


FREE CROCHET FOR BEGINNERS
WANT TO LEARN HOW TO CROCHET?
Come to the
Ingleside Public Library
Monday's
4:30 - 5:30 PM
Contact the Library at 361-776-5355 for information

DUE TO THE UPCOMING HOLIDAYS THE CROCHET CLASS WILL END NOVEMBER 7th, 2025 AND RESUME JANUARY 12th, 2026 THANK YOU

COATS & FOOD FOR FINES

No clothes or shoes please!

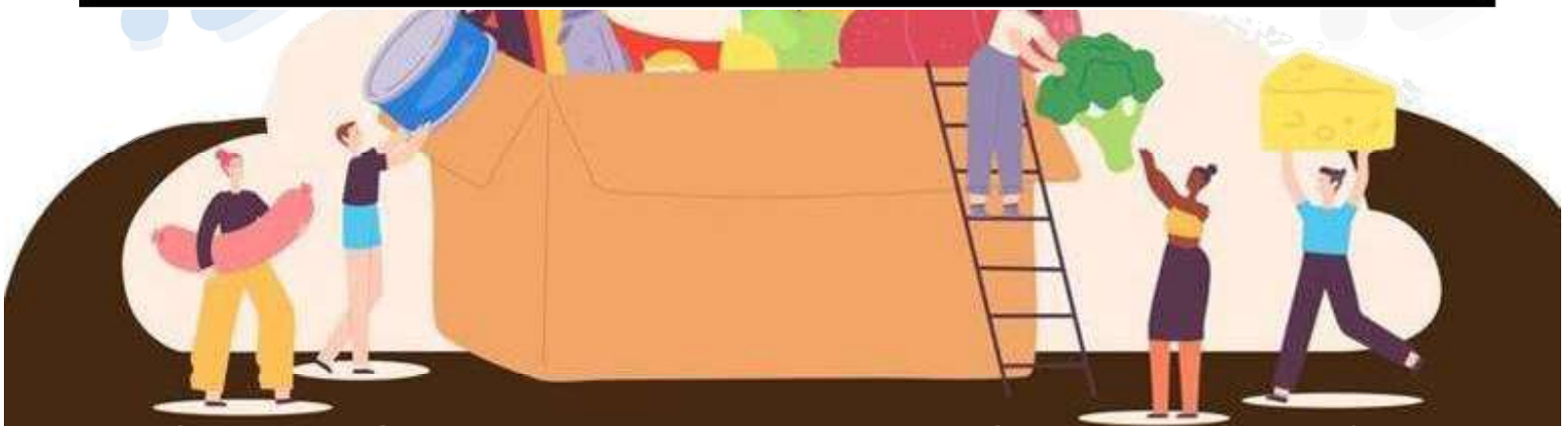
NOVEMBER 1,2025 - NOVEMBER 28, 2025

BRING YOUR NEW OR GENTLY USED COATS FOR KIDS OF ALL AGES WHICH WILL BE DONATED TO OUR ISD COMMUNITY.

AND/OR

YOU CAN ALSO BRING NON-PERISHABLE FOOD FOR EXCHANGE OF FINES TOO, WHICH WILL REPLENISH THE FOOD PANTRIES OF OUR LOCAL CHURCHES. THERE WILL BE NO CREDIT GIVEN IF FOOD AMOUNT IS OVER THE FINE AMOUNT ON YOUR ACCOUNT.

"DOES NOT APPLY TO LOST OR DAMAGED MATERIAL FEES"



INGLESIDE PUBLIC LIBRARY

2775 WACO ST, INGLESIDE TX 78362: 361-776-5355

Flags of Freedom
City Of Ingleside
DRIVE ALONG HWY 361 TO VIEW OUR DISPLAY OF FLAGS OF FREEDOM, HONORING OUR LOCAL HEROES AND VETERANS FROM NOVEMBER 7 TO NOVEMBER 14.
Ingleside Parks and Recreation

CITY OF INGLESIDE
PARKS AND RECREATION

TODDLER TIME

November 13

9:00 AM – 11:00 AM

HUMBLE YOUTH CENTER
2821 MAIN ST. INGLESIDE, TX

OPEN TO AGES 5 YEARS AND UNDER ONLY

Ingleside Parks and Recreation

VENDORS MARKET

Support local businesses at our market!

SATURDAY, NOVEMBER 15, 2025

From 11AM to 2PM

N.O. Simmons Park - 2867 Ave J. Ingleside, TX

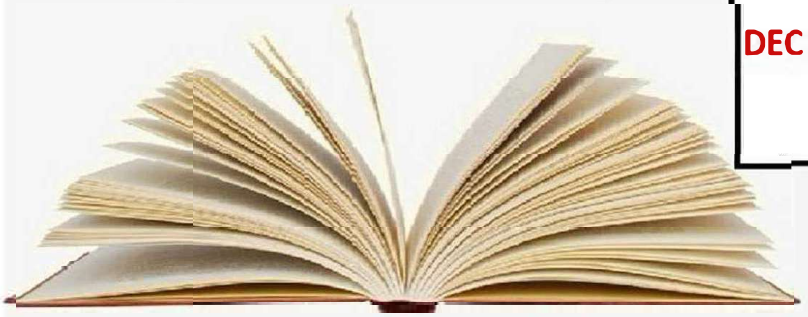
One Page at a Time

3rd Tuesday of the Month

1:30p

612 Sandpiper,

Ingleside on the Bay



SEPT 16th: The Mysterious Bakery Rue de Paris by Evie Woods

Edie left everything behind in Ireland for her dream job at a bakery in Paris. Except the bakery isn't in Paris – and neither is Edie.

OCT 21st: Frozen River by Ariel Lawton

A gripping historical mystery based on the real-life diary entries of Martha Ballard, an 18th-century midwife who defied the legal system and wrote herself into American history.

NOV 18th: Mad Honey by Jody Picoult & Jennifer Boylan

Olivia McAfee knows what it feels like to start over. Her picture-perfect life—living in Boston, married to a brilliant cardiothoracic surgeon, raising their beautiful son, Asher—was upended when her husband revealed a darker side.

DEC 16th: Happy Place by Emily Place

Harriet and Wyn have been the perfect couple since they met in college--they go together like salt and pepper, honey and tea, lobster and rolls. Except, now--for reasons they're still not discussing--they don't.

Book Club

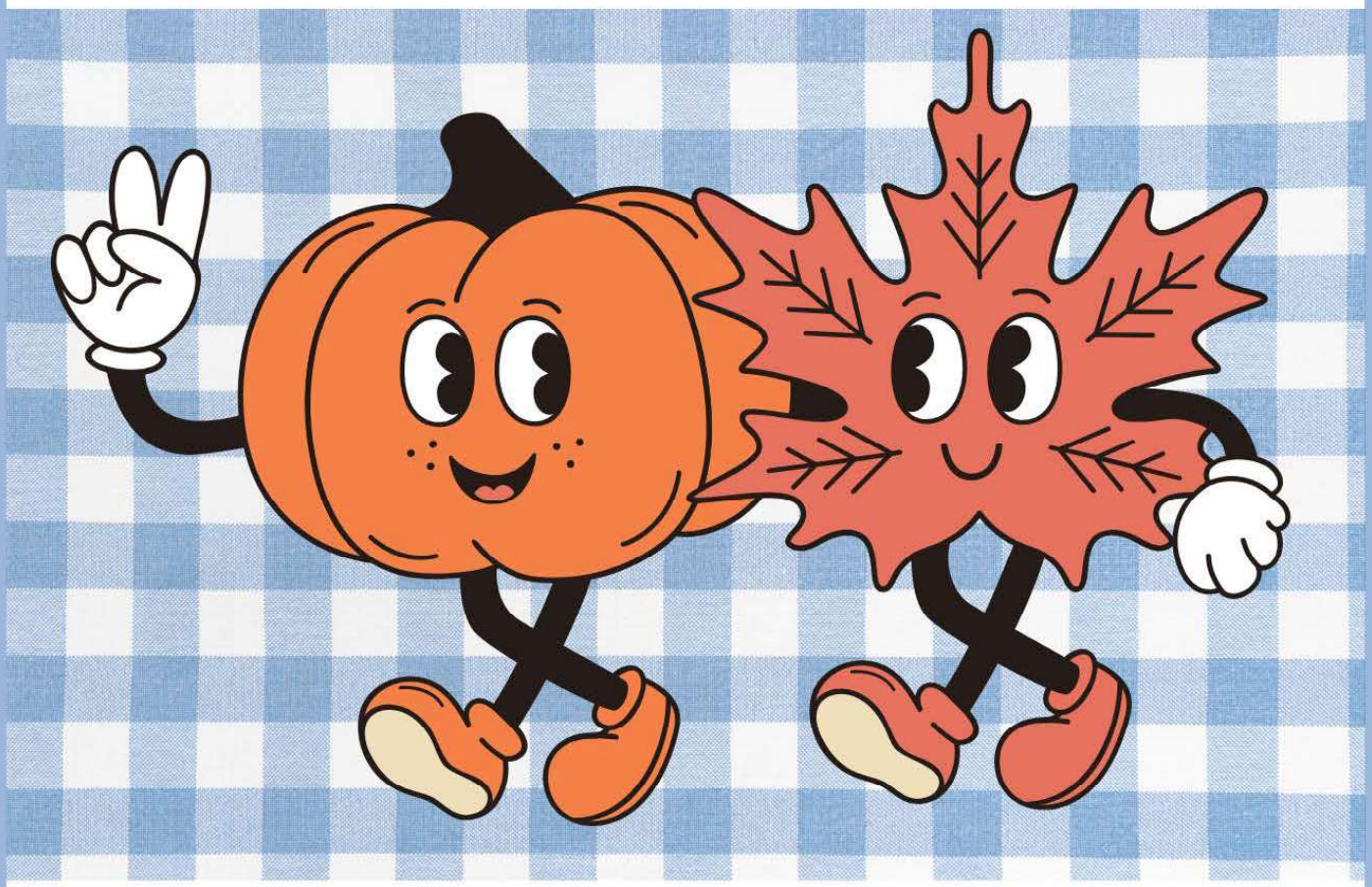
For more information Please call: GELINDA 972-463-0310

Or Ingleside Public Library: 361-775-5355

INGLESIDE PARKS AND RECREATION

THANKSGIVING Camp

NOVEMBER 24TH-26TH



REGISTRATION WILL OPEN ON
MONDAY, NOVEMBER 3, 2025 AT 8AM.
STOP BY THE HUMBLE YOUTH CENTER TO REGISTER

CAMP HOURS
7:30A-5:30P

OPEN TO
AGES 6-12

$35.00 FOR 3 DAYS - CHECK OR MONEY ORDER ONLY

INGLESIDE PARKS AND RECREATION

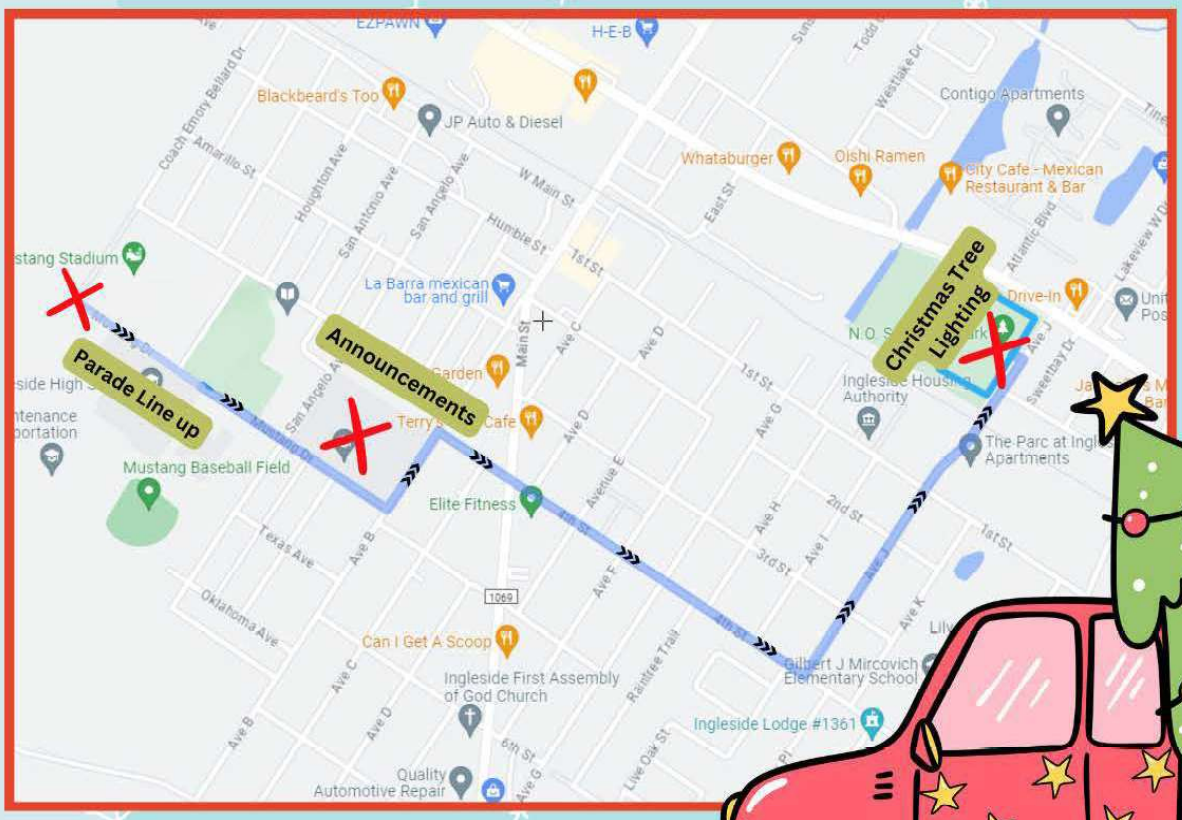
CHRISTMAS PARADE

WHO'S READY FOR A HOLLY JOLLY CELEBRATION? GET READY TO ILLUMINATE THE NIGHT AT OUR ANNUAL CHRISTMAS PARADE! GIVE US A CALL AT 361-776-3438 TO GET ALL THE DETAILS AND BE PART OF THE FESTIVE FUN! LET'S MAKE THIS A MEMORABLE EVENT!

DECEMBER 5, 2025 | 6PM PARADE STARTS ON MUSTANG DR

Ingleside Parks and Recreation

CHRISTMAS PARADE ROUTE



Lineup will start on Mustang in front of Ingleside High School.

- **Parade will begin on Mustang Drive, turning left onto Avenue B, and then take a right onto 4th Street.**
- **The parade will continue down 4th Street all the way to Avenue J, concluding at N.O. Simmons Park.**

To register, call us at 361-776-3438

Ingleside Parks and Recreation

INGLESIDE CHRISTMAS TREE LIGHTING

JOIN US AFTER THE PARADE FOR OUR FAMOUS TREE LIGHTING! COME CELEBRATE WITH FUN ACTIVITES, HOT COCOA, PICTURES WITH SANTA AND MORE!

FRIDAY, DECEMBER 5 | N.O. SIMMONS PARK

Ingleside Fire Department

BREAKFAST

With Santa

JOIN US FOR A FREE BREAKFAST OF REGULAR OR CHOCOLATE CHIP PANCAKES, EGGS, BACON, AND SAUSAGE. WE WILL HAVE MILK, ORANGE JUICE, WATER, AND COFFEE AVAILABLE. MOST IMPORTANTLY THE STATION WILL BE DECORATED WITH AN ENJOYABLE CHRISTMAS VIEW AND A CHANCE TO VISIT SANTA!

Delicious Food & Photo with Santa

SATURDAY, DECEMBER 6, 2025 | 9AM - 11AM
SENSORY HOUR 8AM - 9AM

Ingleside Renaissance Faire
– Dec 13th & 14th, 2025 –
Step back in time and come enjoy jousting, pyro-jugglers, great music, food, arts, craft vendors and much more!
– Live Oak Park –
2020 Parkview Pl, Ingleside, TX 78362
– inglesidetxchamber.com –
ingchamber4@gmail.com | 361-776-2906
City Of Ingleside
INGLESIDE
CHAMBER OF COMMERCE
AND VISITORS CENTER

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 6.c

Report on Ingleside Little League donation request.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Little League is a cornerstone of the Ingleside community, dedicated to fostering the growth and development of young athletes. The Little League is a non-profit organization run entirely by volunteers, committed to providing an enriching baseball and softball program for the youth of Ingleside. With the donation support of The City of Ingleside, they are able to offer a program that not only teaches baseball and softball skills but also instills values such as teamwork, discipline, and sportsmanship. The league offers a safe and supportive environment to grow both as athletes and individuals. Running a successful youth sports program involves various costs, and they rely heavily on donations to cover these expenses. This contribution will help in several critical areas:
1. Insurance Costs: Donations help offset the cost of insurance, providing peace of mind for everyone involved.
2. Background Checks: The safety of our young people is our top priority. They conduct thorough criminal background checks for all volunteers working with the children. This donation will help cover the costs of these checks, ensuring a secure environment for our youth.
With this donation support the City is contributing to Little League and investing in the future of the community. This donation will have a lasting impact on the lives of the young athletes in Ingleside. It allows the league to continue to provide a high-quality baseball program that nurtures the physical, mental, and emotional well-being of our youth. With this donation, you can ensure that the Ingleside Little League remains a vibrant and positive force in the lives of the young athletes of Ingleside.

FISCAL ANALYSIS:

The annual donation to the league is $2,500 and has been included in the Parks and Recreation Department 2025-2026 budget.

RECOMMENDATION:

For informational purpose only.

ATTACHMENTS:

1. Ingleside Little League

Ingleside Little League

EIN 80-0957906

10/27/2025

2997 Westlake Drive
Ingleside TX, 78362

Dear City of Ingleside,

Ingleside Little League has a long tradition of organizing baseball and softball for the Youth of Ingleside.
Every year, we necessitate assistance with expenses to keep the cost to low to our youth (families).

We are requesting the yearly $2,500 sponsorship for youth recreational leagues for the upcoming season.

Sincerely,

Victor Moreno
I.L.L.A President

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 6.d

Report on City activity and response to recent hailstorm.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

After recent storm damage, City Departments have been proactive in assisting the citizens of Ingleside respond to the recent hailstorm damage and cleanup. The Development Services Department and the Police Department initiated a field activity plan to provide direction to citizens and counter any unregistered contractors and solicitors who may try to take advantage of residents. We encouraged citizens to stay alert and protect themselves and their property.

The Development Services Department Code Compliance and Building Inspection Divisions developed an information flyer regarding door-to-door solicitors' warnings, windstorm requirements, required contractor permits and tips on Red Flags when dealing with potential illicit contractors.

The intent is to work together with the community to keep our community safe and ensure that all repair and sales activities are legitimate and properly licensed.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Report.

ATTACHMENTS:

1. Repair Permits & Windstorm Infographic Instagram Post
2. TDI Handout

NEED REPAIRS?

PERMITS & WINDSTORM

01 Contractors

All Contractors MUST register with the City of Ingleside
You may call the City to verify your contractor's registration

02 Windstorm

All Exterior work requires windstorm certification' including roofing, window replacement, siding and solar panels.
A WPI-1 windstorm certificate is required BEFORE work begins
A WPI-2 or WPI-8 is required AFTER completion

Local TDI Office
1-800-248-6032 opt. 4
tdi.texas.gov/wind

City of Ingleside
Development Services
361-776-3815
building@inglesidetx.gov
inglesidetx.gov

Solicitors:
Must obtain solicitation permit from the City Secretary's office

03 Permits

Yes, a City permit is required!
Please be sure to see the City permit BEFORE any work is done.
You may call the City to verify if your contractor has a permit

04 Beware! Contrators who:

- are unfamiliar with Windstorm
- only take cash
- only have out-of-state references
- requires money before materials are on-site
- do not have insurance
- are offering "specials"

Building or repairing a home on the Texas coast?

You might need an inspection to get wind and hail insurance

If you're building or repairing a home on the Texas coast, you'll likely need an inspection to buy or keep coverage through the Texas Windstorm Insurance Association (TWIA).

The inspection verifies that the project meets building codes and can withstand high winds and hail.

Who needs an inspection?

You must have an inspection if you're building a new house, making major repairs or additions, or repairing or replacing your roof in any of Texas' 14 coastal-area counties. (See map at right.)

* Includes only the part of Harris County east of Highway 146.

Call TDI before you begin work.

A Texas Department of Insurance (TDI) windstorm inspector might be able to inspect your project for free. Call our Windstorm Inspections Office at **1-800-248-6032**, option 4.

Depending on the type of project, you might have to hire a TDI-approved inspector or licensed engineer to do the inspection.

Learn more.

Learn more about windstorm inspections at www.tdi.texas.gov/wind.

Learn more about TWIA coverage and inspections at twia.org or by calling **1-800-788-8247**.

TDI | Texas Department of Insurance

¿Va a construir o reparar una casa en la costa de Texas?

Usted podría necesitar una inspección para obtener un seguro contra ventarrones y granizo

Si va a construir o reparar una casa en la costa de Texas, lo más probable es que necesite una inspección para comprar o para mantener una cobertura a través de la Asociación de Seguros Contra Tormentas de Texas (Texas Windstorm Insurance Association -TWIA).

La inspección verifica que el proyecto cumpla con los códigos inmobiliarios y que puede soportar fuertes vientos y granizo.

¿Quién necesita obtener la inspección?

Usted debe obtener una inspección si está construyendo una nueva casa, o si va a realizar reparaciones o ampliaciones grandes, o si va a reparar o reemplazar su techo en cualquiera de los 14 condados de la zona costera de Texas. (Consulte el mapa a la derecha).

*Incluye solamente la parte del Condado de Harris al este de la Carretera 146.

Llame a TDI antes de comenzar el trabajo.

Un inspector especializado en tormentas del Departamento de Seguros de Texas (Texas Department of Insurance -TDI) podría inspeccionar su proyecto de forma gratuita. Llame a nuestra Oficina de Inspecciones por Tormentas (Windstorm Inspections Office) al **1-800-248-6032**, opción 4.

Dependiendo del tipo de proyecto, es posible que usted deba contratar a un inspector aprobado por TDI o a un ingeniero con licencia para que realice la inspección.

Obtenga más información.

Obtenga más información sobre las inspecciones por tormentas en www.tdi.texas.gov/wind.

Obtenga más información sobre las inspecciones y cobertura de TWIA en twia.org o **1-800-788-8247**.

TDI | Departamento de Seguros de Texas

cb002ES

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 6.e

Report on future economic growth and development team meetings.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Representatives for the Cove Apartments ownership group scheduled meetings with the City of Ingleside, and the Chamber of Commerce to learn more about the current and future economic growth and development in the region and to introduce themselves to city leaders.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Report

ATTACHMENTS:

None

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 7

Deliberate and take appropriate action on the Regular Meeting Minutes of October 27, 2025.

SUBMITTED BY: Jana Stork, Director of Administrative Services/City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying Regular City Council Meeting Minutes of October 27, 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. 2025, 10-27 Regular Council Meeting Minutes_DRAFT

CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
OCTOBER 27, 2025

Opening Agenda

1. **Call Meeting to Order.**

   The Regular City Council Meeting of the City of Ingleside was called to order by Mayor Adame at 6:30 p.m. on October 27, 2025, at City Hall 2671 San Angelo Ave., Ingleside, TX and live video streaming. Overflow location will be held at Hildegard Schmidt Garden Center, 2740 Mustang Drive, Ingleside, Texas 78362.

2. **Roll Call.**

   With Council Members present, at roll call, a quorum was established.

   Council Members Present: Linda Timmerman, John Salinas (via Zoom), David Pruitt, James Steward, Julio Salinas, and Mayor Adame.

   Council Members Absent: Mayor Pro-Tem Long.

3. **Invocation.**

   Council Member Pruitt led the invocation.

4. **Pledge of Allegiance.**

   Mayor Adame led the Pledge of Allegiance to the U.S. flag.

Mayor Pro-Tem Long arrived at the meeting at 6:31 p.m.

5. **Citizen Comments and Reports.**

   Patrick Nye, 1018 Bayshore Dr., Ingleside on the Bay, addressed the Council.

   Ricardo Trevino, 2322 Morgan Lane, addressed the Council.

   Cindy Wilson, 2635 San Angelo Ave, addressed the Council.

   Martha Habluetzel, 3508 Ave A, addressed the Council.

   Jordan Light, 1301 E. Sinton, Sinton, addressed the Council.

   Heather Blair, 1408 Austin St., Portland, addressed the Council.

   Louis Ruggiero, 2574 County Road 2010, addressed the Council.

   Gary Paredez, 2671 San Angelo Ave, addressed the Council.

DRAFT

6. **Staff Comments and Reports.**

   a. **Council Comments and Reports.**

      Mayor Adame recognized City Secretary Stork as the Texas Municipal Clerks Association Coastal Bend Chapter Member of the Year 2024; and Assistant City Secretary Staton as the incoming President of the Chapter, with City Secretary Stork as the Treasurer.

   b. **Announcements of Community Interest and/or upcoming events.**

      Mayor Adame announced the Halloween Parade on October 28, 2025.

   c. **City of Ingleside monthly financial report as of September 2025.**

      Discussion was held between Council Members, City Manager Lewis, and Director of Finance Rios about the money being spent was to close out projects.

   d. **City of Ingleside expenditures paid over $3,000.00 for the period of September 2025.**

      No discussion was held on this item.

   e. **Report on the Texas Coast Youth Soccer League donation request.**

      Discussion was held between Council Members and City Manager Lewis about the donation request being annual, and it being budgeted through the Parks & Recreation Department.

   f. **Report on the Mustang Youth Basketball Association donation request.**

      Discussion was held between Council Members and City Manager Lewis about the donation request being annual, and it being budgeted through the Parks & Recreation Department.

Presentations

7. **Proclamation to recognize the week of November 3-7, 2025 as Municipal Court Week.**

   Mayor Adame presented the Clerk of the Court Matea Davila with a Proclamation to proclaim November 3-7, 2025 as Municipal Court Week.

Consent Agenda

8. **Deliberate and take appropriate action on the Special Meeting Minutes of September 16, 2025, and the Regular Meeting Minutes of September 23, 2025.**

Motion: Council Member Pruitt made a motion to approve the Consent Agenda as presented. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

Public Hearing

9. **Public Hearing regarding an application filed by Port of Texas, LP requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinances for the intensive use consisting of crude oil storage tanks on property generally located South of Highway 361 and West of Coach Emory Bellard Dr and Avenue B, further described in the legal description below:**

   A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patrico County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

At 7:05 p.m. Mayor Adame convened the Ingleside City Council into the Public Hearing.

Dennis Peacock, 2747 Ave K, made a citizen comment.

Speaking For: None

Speaking Against: Chris Cade, 2522 San Angelo Ave

At 7:10 p.m. Mayor Adame reconvened the Ingleside City Council into the Regular Meeting.

Mayor Adame recused himself from the meeting before Agenda Item 10 was read, turning the meeting over to Mayor Pro-Tem Long at 7:10 p.m.

Regular Agenda

10. **Deliberate and take appropriate action on first reading of an Ordinance granting a special use permit pursuant to Section 78-267 of the Code of Ordinances for the Intensive Use consisting of crude oil storage tanks on property generally located south of Highway 361 and west of Coach Emory Bellard Dr and Avenue B, further described in the legal description below and further providing for effective date, reading, severance, and publication.**

    A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patrico

County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

Discussion was held between Council Members, City Manager Lewis, Director of Development Services Rodriguez, Port of Texas Attorney Killen, and Port of Texas owner Berry about going before the Planning and Zoning Commission, with a recommendation of approval; site plan; the property being ready for construction; tanks to be above ground; fire suppression; technology improving to help prevent major issues; drainage issues; and project development.

Motion: Council Member Pruitt made a motion to approve the first reading of an Ordinance granting a special use permit pursuant to Section 78-267 of the Code of Ordinances for the Intensive Use consisting of crude oil storage tanks on property generally located south of Highway 361 and west of Coach Emory Bellard Dr and Avenue B, further described in the legal description below and further providing for effective date, reading, severance, and publication: a combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patrico County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas. Council Member John Salinas seconded the motion. Motion carried 4:2.

For Motion:	Council Member Pruitt, Council Member John Salinas, Council Member Timmerman, and Mayor Pro-Tem Long
Against Motion:	Council Member Julio Salinas and Council Member Steward

Mayor Adame returned to the meeting before Agenda Item 11 was read at 7:59 p.m.

11. **Deliberate and take appropriate action on entering into a Short-Term Option for Potable Water Reservation and Diversion Contract with the Nueces River Authority to reserve 2,240.8 acre-feet of water per year for the City of Ingleside.**

Discussion was held between Council Members and City Manager Lewis about the importance of having water access for the citizens, only supporting three (3) industries, over one million gallons per day of water, and having a meeting with a representative from Nueces River Authority about getting access to water for the City.

Nueces River Authority representative, Travis Pruski, gave a presentation to the Council and citizens.

Discussion continued between Council Members, City Manager Lewis, Director of Infrastructure Paredez, and Nueces River Authority representative Pruski about Lake Corpus Christi current reading levels, desalination plant at Harbor Island and its Lease Agreement, discharge into the Gulf, timeline of receiving water, Reservation Fees, treatment already being done as the City only needs to connect to the source, and legal has reviewed the contract.

Motion: Mayor Pro-Tem Long made a motion to authorize the City Manager to enter into and execute a Short-Term Option for Potable Water Reservation and Diversion Contract with the Nueces River Authority to reserve 2,240.8 acre-feet of water per year for the City of Ingleside, with the payment of funds coming out of the Council Discretionary line item in two payment installments to total the amount of $109,504.88. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

Mayor Pro-Tem Long stepped away from the dais at 8:39 p.m.

12. **Deliberate and take appropriate action on a Resolution of the City council of the City of Ingleside authorizing acceptance of a grant from the State of Texas Department of Transportation for the FY 2026 Step Comprehensive Program for the Police Department for $11,966.64 with a City cash match of $2,991.90 for overtime and fringe benefits.**

    Proposed Resolution 2025-34.

    Discussion was held between Council Members, City Manager Lewis, and Chief of Police Molina about the grant being done annually, and the cash match being budgeted.

    Motion: Mayor Adame made a motion to approve Resolution 2025-34, a Resolution of the City council of the City of Ingleside authorizing acceptance of a grant from the State of Texas Department of Transportation for the FY 2026 Step Comprehensive Program for the Police Department for $11,966.64 with a City cash match of $2,991.90 for overtime and fringe benefits. Council Member Julio Salinas seconded the motion. Motion carried with all present voting in favor.

Mayor Pro-Tem Long returned to the dais at 8:42 p.m.

13. **Deliberate and take appropriate action on the purchase of three (3) police patrol vehicles and equipment as appropriated in the 2025-2026 Fiscal Year Budget and purchased through TIPS Contract 240901 and Buy Board Contract #698-23, respectively.**

Discussion was held between Council Members, City Manager Lewis, and Chief of Police Molina about the purchase of the three patrol vehicles, replacing older police vehicles, turn around time, and the purchase going through TIPS and Buy Board.

Motion: Mayor Pro-Tem Long made a motion to approve the purchase of three (3) police patrol vehicles and equipment as appropriated in the 2025-2026 Fiscal Year Budget and purchased through TIPS Contract 240901 and Buy Board Contract #698-23, respectively. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

14. **Deliberate and take appropriate action on a Resolution authorizing the City of Ingleside, TX, to accept a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division in an amount of $31,104.90 to purchase a (UTV) Utility Terrain Vehicle under a grant for FY 2026.**

    Proposed Resolution 2025-35.

    Discussion was held between Council Members, City Manager Lewis, and Chief of Police Molina about applying for the grant, and the purchase of the UTV to help patrol the parks.

    Motion: Mayor Adame made a motion to approve Resolution 2025-35, a Resolution authorizing the City of Ingleside, TX, to accept a grant from the Office of the Governor, Public Safety Office, Criminal Justice Division in an amount of $31,104.90 to purchase a (UTV) Utility Terrain Vehicle under a grant for FY 2026. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

15. **Deliberate and take appropriate action on the purchase of a (UTV) Polaris Ranger 1000 for the police department with grant funds awarded by the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2026.**

    Discussion was held between Council Members, City Manager Lewis, and Chief of Police Molina about going through competitive proposals and not requiring extra money for the purchase of the UTV.

    Motion: Mayor Pro-Tem Long made a motion to approve the purchase of a (UTV) Polaris Ranger 1000, in the amount of $26,466.94, for the police department with grant funds awarded by the Office of the Governor, Public Safety Office, Criminal Justice Division, FY 2026. Council Member Steward seconded the motion. Motion carried with all present voting in favor.

Council Member Julio Salinas stepped away from the dais at 8:54 p.m.

16. **Deliberate and take appropriate action on a Special Event Permit request from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament to be held on March 7th and 8th, 2026.**

    Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the event drawing a large turnout.

Motion: Council Member Pruitt made a motion to approve the Special Event Permit request from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament to be held on March 7th and 8th, 2026, with submitting all after event expense paperwork and being approved by Council. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

Council Member Julio Salinas returned to the dais at 8:56 p.m.

Council Member Steward left the dais at 8:59 p.m.

17. **Deliberate and take appropriate action on the HOT Fund Application from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament in the amount of $20,000 for their event to be held March 7th and 8th, 2026.**

    Discussion was held between Council Members, City Manager Lewis, and Director of Development Services Rodriguez about the two-day event, correction to the date on the application, Chamber to work with the Finance department, and proper notification on when Live Oak Park will be closed.

    Motion: Mayor Adame made a motion to approve the HOT Fund Application from Ingleside Chamber of Commerce for the 2nd Annual Gold Rush Disc Golf Tournament in the amount of $20,000 for their event to be held March 7th and 8th, 2026. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

Council Member Steward returned to the dais at 9:01 p.m.

Mayor Adame requested to withdraw Item 18 and Item 19 from the Agenda. There were no objections by Council, and Mayor Adame stated that the items were withdrawn.

18. **TABLED 10/14/2025 Deliberate and take appropriate action on a Resolution for the approval of the Ingleside Development Corporation (IDC) to expense IDC Funds for the building of two Fitness Court Studios to be located at N.O. Simmons and Live Oak Parks.**

    Item 18 was removed from the Agenda.

19. **TABLED 10/14/2025 Deliberate and take appropriate action on the first and only reading of an Ordinance amending the Fiscal Year 2025-2026 budget for the City of Ingleside, Texas, for the Ingleside Development Corporation Fund, and General Fund Capital Improvement Fund for the appropriation of funds for the cost of one Fitness Court Studio at NO Simmons Park and one Fitness Court Studio at Live Oak Park.**

    Item 19 was removed from the Agenda.

20. **Deliberation and possible action on a Resolution waiving rental fees for the Ingleside Garden Center for use by the Ingleside Garden Club.**

    Proposed Resolution 2025-36.

Discussion was held between Council Members, City Manager Lewis, Director of Infrastructure Services Paredez, and City Attorney McCann about justifying the waiving of fees, rates of non-profits for the use of City buildings, and the Ingleside Garden Club providing services to the City.

Motion: Mayor Adame made a motion to approve Resolution 2025-36, a Resolution waiving rental fees for the Ingleside Garden Center for use by the Ingleside Garden Club. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

21. **Deliberate and take appropriate action for City Council to approve the proposal for materials testing for the Avenue B MIT-MOD Drainage Project submitted by Terracon.**

    Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredez about the proposal for materials testing for the Drainage Project on Avenue B, the funds being paid for by the debt that was issued for the Wastewater Treatment Plant.

    Motion: Mayor Pro-Tem Long made a motion to approve the proposal for materials testing for the Avenue B MIT-MOD Drainage Project submitted by Terracon, in the amount of $42,395.00, excluding the Indemnity Limitations of the contract. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

22. **Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside authorizing acceptance of a grant from the Texas A&M Forest Service in the amount of $300,000 towards the purchase of a new Piece Stock M2-106 BX Pumper truck for the Fire Department through a Buy Board contract.**

    Proposed Resolution 2025-37.

    Discussion was held between Council Members, City Manager Lewis, and Fire Chief Miller about the acceptance of the grant from the Texas A&M Forest Service, City paying for the Pumper truck up front and then being reimbursed $300,000, and the Pumper not replacing a current truck right now.

    Motion: Council Member Steward made a motion to approve Resolution 2025-37, a Resolution of the City Council of the City of Ingleside authorizing acceptance of a grant from the Texas A&M Forest Service in the amount of $300,000 towards the purchase of a new Piece Stock M2-106 BX Pumper truck for the Fire Department through a Buy Board contract. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

Executive Session

23. **Closed Session**
    City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

A. Deliberation pursuant to Texas Government Code Section 551.089 (Security Devices or Security Audits) to discuss matters related to the City's information technology security infrastructure, including the transition to new secure email servers, cybersecurity measures, and data transmission systems.

At 9:12 p.m. Mayor Adame convened the Ingleside City Council into a closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Deliberation pursuant to Texas Government Code Section 551.089 (Security Devices or Security Audits) to discuss matters related to the City's information technology security infrastructure, including the transition to new secure email servers, cybersecurity measures, and data transmission systems.

Council Member John Salinas left the meeting, via Zoom, at 9:24 p.m.

24. Open Session

City Council will meet in Open Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

B. Deliberation pursuant to Texas Government Code Section 551.089 (Security Devices or Security Audits) to discuss matters related to the City's information technology security infrastructure, including the transition to new secure email servers, cybersecurity measures, and data transmission systems.

At 9:24 p.m. Mayor Adame reconvened the Ingleside City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: No Action Taken.

Closing Agenda

25. Items to consider for placement on future agendas.

Mayor Pro-Tem Long requested an update on street maintenance, and the selection of streets.

Mayor Adame requested an update on non-profit organization fees for the use of City buildings.

26. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 9:28 p.m.

APPROVED:

_____

Pedro Oscar Adame, Mayor

DRAFT

ATTEST:

_____

Jana Stork, City Secretary

DRAFT

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 8

Deliberate and take appropriate action on a Special Event Permit request from the Port of Corpus Christi for a Tree For All event at N.O. Simmons Park on December 4, 2025.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Port of Corpus Christi is requesting the utilization of the parking lot at N.O. Simmons Park for their annual Tree For All Christmas tree distribution on December 4, 2025, from 5PM-7PM. This initiative collaborates with various organizations to bring holiday cheer to 200 families by providing them with a fresh Christmas tree, a tree stand, and ornaments. This event will serve all of San Patricio County. They will barricades the parking lot from 9AM to 8PM the day of the event.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. TREE FOR ALL - DEC 4, 2025

City of Ingleside

Special Event Permit

Name of Organization: Port of Corpus Christi Non-Profit? Yes☐ No☒

Your Name: Amy Polasek HOT Fund Application? Yes☐ No☒

Address: 400 Charles Zahn, Jr. Drive City Corpus Christi Zip 78401

Phone (include are code): 361-230-6730 Email: apolasek@pocca.com

Name of Event: Tree for All Date of Event: December 4th, 2025

Estimated Attendance: 250-300

Facility Requested:

☐Cove Park

☐ Faith Park:
- ☐ Garden Center
- ☐ Dixie Diegel Fields
- ☐ Other_____

☐ Humble Community Center

☐ Live Oak Park:
- ☐ Disc Golf
- ☐ Tennis Courts
- ☐ Bennie Diegel Fields
- ☐ Other: _____

☒ N.O. Simmons Park:
- ☐ Basketball Pavilion
- ☒ Parking Lot
- ☐ Picnic Pavilion
- ☐ Soccer Fields
- ☐ Football Fields
- ☐ Other: _____

☐ Whitney Lake Park

Special Requests:

☐ Handwashing Stations	☐ Ticket Booths	☐ Trash Receptacles	☒ Barricades
☐ Move Soccer goals	☐ Temporary Fencing	☒ Electricity	☐ Water

Special Use Activities (check all that apply):

☐ Extended Hours of Park Operation
☐ Overnight Camping
☐ Sale and/or Consumption of Intoxicating Beverages (limit of 48 hours)
☐ Street and/or Sidewalk Closure
☒ Other: Work with PD on traffic flow

Specific time special use activity will take place: 5pm-7pm

Indicate set-up and take-down times: Set up begins at 9:00am - takedown 7pm-8pm

Applicant Initial AP

City of Ingleside

It is understood that the renter/user of Ingleside community facilities at all times indemnify, defend, and hold harmless the City of Ingleside, Texas, its officers, employees and contractors from and against any and all claims, damages, losses and expenses of whatever nature, including attorney fees, in any manner connected with, related to, or as a result of any actions or inaction associated with the usage of rental of Ingleside facilities. You will be responsible for cleanup and any damage incurred by your event.

NOTE: The permittee shall be responsible for returning the park's grounds to their original state.

Amy Polasek — 10/20/25

Signature of Adult Applicant — Date:

Verification Section:

Applicant must obtain the signature of the Assistant Director of Parks and Recreation to confirm the requested facility is available on the requested date/time.

Paul Pulle — 10-21-25

Assistant Director of Parks and Recreation Signature — Date:

This Special Event Permit was authorized by the City Council on the _____ day of _____.

Note: If signed by the mayor, this document authorizes the Special Event Permit. Additional contracts may be necessary based on the facility selected. Contact the Assistant Director of Parks and Recreation to verify.

_____ — _____

Mayor Signature — Date:

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 9

Public Hearing regarding an application filed by Ingleside Clean Ammonia Partners, LLC ("ICAP") requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinance for the intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility on property located at 1450 Lexington Blvd, further described in the legal description below:

- Being the following described tracts of land: (1) 208.131 acres, more or less, out of a called 478.376-acre tract described in a deed, recorded in Volume 2081, Page 483, Deed Records, Nueces County, Texas and being part of the L. Von Zacharias Survey 1, Abstract 271 and being in San Patricio County, Texas, and being a portion of San Patricio Appraisal District Tax ID No. 67889, together with: (2) the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.349 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The applicant, Ingleside Clean Ammonia Partners, LLC ("ICAP") is requesting a Special Use Permit for approximately 208.131 – Acre Track of land inside the corporate city limits of Ingleside, Texas. The property is currently zoned as I-Industrial District.

The Special Use Permit is for intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility. The Special Use Permit shall be limited to such use.

Notice of this public hearing was published in the Ingleside Index on October 16, 2025. Staff mailed out a Public Hearing Notice to 4 property owners, within a 400-foot radius, on October 23, 2025. Staff received comments via email, from property owners regarding the request at the time this report was prepared.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Public Hearing.

ATTACHMENTS:

1. YaREN SUP Public Notifications

NOTICE OF PUBLIC HEARING

In accordance with the provisions of the City of Ingleside Code of Ordinances and the Texas State statutes, notice is hereby given that the public hearing previously scheduled to be held before the Planning and Zoning Commission on **Monday, October 20, 2025, at 6:00 pm has been moved to Monday, November 3, 2025 at 6:00 pm** and the City Council of the City of Ingleside on **Monday, November 10, 2025.** Both hearings will be held at the City of Ingleside City Hall, located at 2671 San Angelo Street, Ingleside, Texas, with overflow accommodations at the City of Ingleside Garden Center, located at 2740 Mustang Drive, Ingleside, Texas.

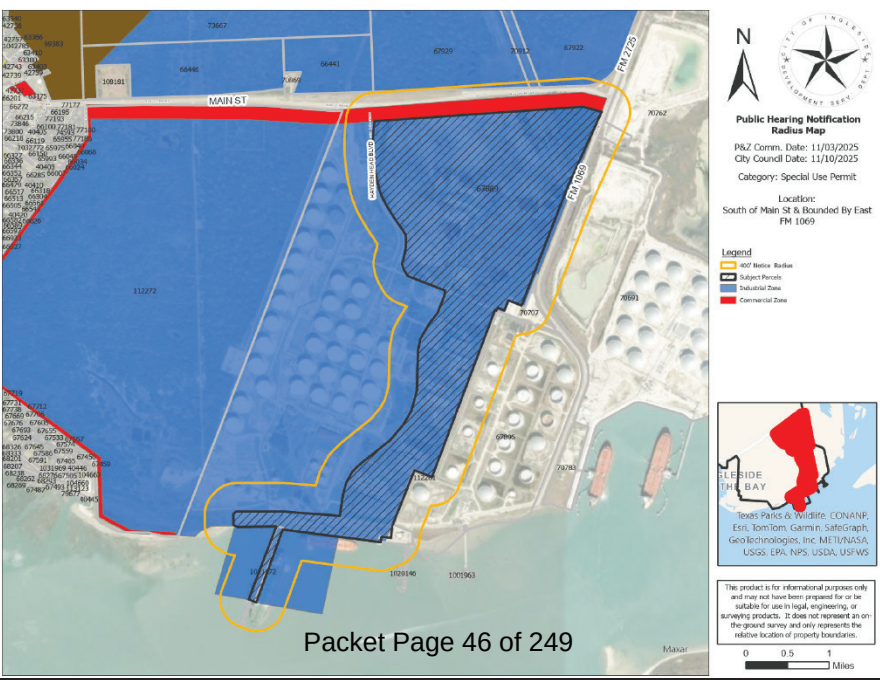
The Public Hearing is assembled to solicit comments from citizens and other interested parties concerning:

- An application filed by Ingleside Clean Ammonia Partners, LLC ("ICAP") requesting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinance for the intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility on property located at 1450 Lexington Blvd, further described in the legal description below:
  - Being the following described tracts of land: (1) 208.131 acres, more or less, out of a called 478.376-acre tract described in a deed, recorded in Volume 2081, Page 483, Deed Records, Nueces County, Texas and being part of the L. Von Zacharias Survey 1, Abstract 271 and being in San Patricio County, Texas, and being a portion of San Patricio Appraisal District Tax ID No. 67889, together with: (2) the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.349 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay.

The property is geographically shown on the attached map.

Public comments can be submitted prior to the public hearing by emailing ***phawkins@inglesidetx.gov.*** Any questions concerning this matter should be directed to **Bernard Rodriguez,** Director of Development Services at **361-776-3815** or ***brodriguez@inglesidetx.gov.***

Published one time in the *Ingleside Index* on **October 16, 2025**



Applicant/Representatives

ENBRIDGE INGLESIDE OIL TERMINA
%PROPERTY TAX DEPARTMENT
5400 WESTHEIMER COURT
HOUSTON, TX 77056

ENBRIDGE INGLESIDE LPG TERMINA
%PROPERTY TAX DEPARTMENT
5400 WESTHEIMER COURT
HOUSTON, TX 77056

INGLESIDE CLEAN AMMONIA
PARTNERS, LLC
915 N ELDRIDGE PARKWAY SUITE 1100
HOUSTON, TX 77079

ENBRIDGE INGLESIDE OIL TERMINAL
LLC
915 N ELDRIDGE PKWY STE 1100
HOUSTON, TX 77079

Property Owners

SOUTH TEXAS GATEWAY TERMINAL
LLC
ATTN PROPERTY TAX
1201 LOUISIANA ST STE 3300
HOUSTON, TX 77002

ERF INGLESIDE INC
555 N CARANCAHUA SUITE 700
CORPUS CHRISTI, TX 78401

FLINT HILLS RESOURCES CORPUS
CHRISTI LLC
ATTN PROPERTY TAX DEPT
PO BOX 3755
WICHITA, KS 67201

FLINT HILLS RESOURCES INGLESIDE
LLC
PO BOX 2900
WICHITA, KS 67201

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 10

Deliberate and take appropriate action on first reading of an Ordinance granting a Special Use Permit pursuant to Section 78-267 of the Code of Ordinance for the intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility on property located at 1450 Lexington Blvd, further described in the legal description below and further providing for effective date, reading, severance, and publication.

Being the following described tracts of land: (1) 208.131 acres, more or less, out of a called 478.376-acre tract described in a deed, recorded in Volume 2081, Page 483, Deed Records, Nueces County, Texas and being part of the L. Von Zacharias Survey 1, Abstract 271 and being in San Patricio County, Texas, and being a portion of San Patricio Appraisal District Tax ID No. 67889, together with: (2) the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.349 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The applicant, Ingleside Clean Ammonia Partners ("ICAP"), is requesting a Special Use Permit for intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility. The Special Use Permit shall be limited to such use.

The property is zoned as I-Industrial District. The Ingleside Zoning map, future land use map, and master transportation plan were reviewed and are in compliance with the proposed use.

Per the City of Ingleside Zoning Code Ordinance, the proposed use triggers Sec. 78-267. Intensive Uses and a Special Use Permit as follows:

The I- Industrial district provides for industrial operations of all types, except that certain potentially hazardous industries are permitted only after public hearing and review to ensure protection of the public interest and surrounding property and persons.
Sec. 78-267. Intensive uses.
For uses not enumerated in the industrial district section, a Special Use Permit shall be required in addition to the industrial district zoning. Including but not limited to the following:
(1) A description of the proposed uses, approval of which is sought; a description of hazards, such as fire, explosion, noise, vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use.

(2) A description of all safeguards proposed to protect the surrounding property and persons from hazards accompanying the proposed use.

Furthermore, the Planning and Zoning Commission reviewed and approved a recommendation to the City Council that a Special Use Permit be granted after consideration of the following.

Sec. 78-67. Recommendation for issuance by planning and zoning commission—Conditions. The process for review and issuance of a special use permit shall be the same as for a change in zoning. The planning and zoning commission, by majority vote, may recommend to the city council that a special permit be granted, if, after the hearing and after consideration of the plans and the recommendation of the administrative officer and other evidence presented at the hearing, the planning and zoning commission finds the following:
(1) Property use will not adversely affect the surrounding property or the health, safety and general welfare of the public.
(2) Sufficient off-street parking will be provided to accommodate the use of the property.
(3) Screening walls or fences will be provided as reasonable or necessary to visually shield the less restrictive from more restrictive neighboring uses.
(4) Landscaping will be provided, as reasonable or necessary, to cause the property to be more attractive, to better blend in with, and to be less visually objectionable to surrounding, more restrictively zoned properties.
(5) Sufficient open space will be provided to create a buffer or transition area between the less and the more restrictive zones.
(6) Sufficient and safe public street ingress and egress will be provided.
(7) Sufficient drainage will be provided for surface water and stormwater runoff and drainage.
(8) Such other safeguards as are reasonable or necessary in order to protect surrounding property, persons and neighborhood values will be provided, which safeguards shall be particularly described.

ICAP plans to construct and operate the Ingleside Blue Ammonia facility, known as Project YaREN, within the Enbridge Ingleside Energy Center. The facility will produce blue ammonia, a low-carbon alternative to traditional ammonia manufacturing methods.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval based on the application being administratively correct. The Planning and Zoning Commission reviewed the Special Use Permit for compliance and approved a recommendation to the City Council that a Special Use Permit be granted at the Regular Planning and Zoning Commission meeting on November 03, 2025.

ATTACHMENTS:

1. 2025.10.07 - YaREN SUP Application and Supplement
2. #674 - Voting Record_Signed
3. DOCS1-#354606-v1 DRAFT_SUP_YAREN
4. Project YaREN SUP Exhibit A - Boundary Survey with Metes-Bounds
5. Project YaREN SUP Exhibit B - Production and Storage Areas

PO Drawer 400 • 2665 San Angelo • Ingleside, TX. 78362
Phone: 361-776-3815 - building@inglesidetx.gov

ZONING AND PLATTING CHANGE REQUESTS

Permit#:

Site Address or Street Name: 1450 Lexington Blvd., Ingleside, TX
Current Legal Description: Lot: Block: Subdivision:

Current Zoning: Industrial Acreage: 210 Acres

Project Type

☐ Zoning Change ☒ Special Permit ☒Intensive Use ☐ Preliminary Plat ☐ Final Plat ☐ Replat
☐ Closure of Alley ☐ Closure of Public Way

Applicant Information

Name: Ingleside Clean Ammonia Partners, LLC ("ICAP")
Address: 915 N Eldridge Parkway, Suite 1100, Houston, TX 77079
Phone Number: 1-855-385-6645 Email: EIECpermits@enbridge.com

Owner Information (if different)

Name: Enbridge Ingleside Oil Terminal, LLC (EIOT)
Address: 915 N Eldridge Parkway, Suite 1100, Houston, TX 77079
Phone Number: 1-855-385-6645 Email: EIECpermits@enbridge.com (with a courtesy copy to legalnotices@enbridge.com)

Request

Special Use Permit

Floodplain

Is the project in a Floodplain? ☐Yes ☒No

Must include if applicable: ☒ Proposed Improvements ☐ Survey ☐ Plat
☒ Description of Proposed Uses ☒ Description of Hazards ☒ Description of All Safeguards
☒ Existing and proposed Landscaping/Barriers ☒ Site Plan

All documents are REQUIRED to be uploaded to CivicGov or submitted electronically for review to the Building Department for your project to be considered: building@inglesidetx.gov

Planning & Zoning Public Hearing: Monday, Time: 6:00pm
City Council Public Hearing: Tuesday, Time: 6:30pm
2nd Reading before City Council (if needed): Tuesday, Time: 6:30pm

Signature of Applicant: _____ Vince Paradis, Enbridge - Vice President Date: Sept 5, 2025

Signature of Owner: _____ Vince Paradis, Enbridge - Vice President Date: Sept 5, 2025

Accepted By: _____ Date Accepted: 9/5/25

Filing Fee: $11,000 Date Paid: 9/25/2025 Receipt #: 917940

PO Drawer 400 • 2665 San Angelo • Ingleside, TX 78362
Phone: 361-776-3815 - building@inglesidetx.gov

SPECIAL USE: SECTION 78-267 INTENSIVE USES

Date Filed: September 5, 2025
Rev. 1: September 24, 2025

In accordance with the Planning and Zoning Subdivision Ordinance, Chapter 78, Article IV, application for special use Section 78-267 is requested on the property below:

Applicant:
Name: Ingleside Clean Ammonia Partners, LLC ("ICAP")

Address: 915 N Eldridge Parkway, Suite 1100, Houston, TX 77079

Phone #: 1-855-385-6645

Email Address: EIECpermits@enbridge.com

Property Owner (if different)
Name: Enbridge Ingleside Oil Terminal, LLC (EIOT)

Address: 915 N Eldridge Parkway, Suite 1100, Houston, TX 77079

Phone #: 1-855-385-6645

Email Address: EIECpermits@enbridge.com (with a courtesy copy to legalnotices@enbridge.com)

Legal Description of Property:

Approximately 221.948 acres in San Patricio County, Texas (including a portion of San Patricio Appraisal District Tax ID No. 67889), together with the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.236 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay, all as more particularly discussed in Section 1.2 of the attached report and as shown on Figure 2-1.

Description of proposed uses, approval for which the property is sought:

ICAP plans to construct and operate the Ingleside Blue Ammonia facility, known as Project YaREN, at the Enbridge Ingleside Energy Center. The facility will produce blue ammonia, a low-carbon alternative to traditional ammonia manufacturing methods. The production process involves two main steps: the manufacture of hydrogen-rich process gas using autothermal reforming (ATR) technology, followed by the combination of this hydrogen-rich gas with nitrogen to produce ammonia using the Haber-Bosch process. Siting Project YaREN within the Enbridge Ingleside Energy Center takes advantage of existing

industrial infrastructure and marine access. The produced ammonia will be stored in atmospheric, refrigerated tanks and, via a closed-loop system, loaded into marine vessels for delivery to customers. The facility will include a cooling water system that uses sea water, backup emergency generators, and an onsite wastewater treatment system. ICAP will also capture carbon dioxide during ammonia production, which a third party will transport to an offsite permanent sequestration facility, outside of San Patricio County. See Section 2 of the enclosed supplement for an expanded discussion of the proposed ammonia production uses.

Description of hazards, such as fire, explosion, noise vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use:

Sections 3.2 to 3.5 of the enclosed supplement discuss the various potential hazards that may accompany ammonia production, storage, and marine-loading uses of the site, followed by corresponding measures ICAP would implement to address those hazards. Potential hazards include the risk of fire and explosion given the presence of flammable and combustible materials (e.g., ammonia, natural gas, diesel fuel, hydrogen-rich process gas). Additionally, noise and vibration could occur from large equipment during construction (e.g., earth-moving equipment) and from facility components during operations (e.g., pumps, compressors, process vents, flares). Other potential hazards include the emission of odor and toxic substances during both routine operations (as permitted by the facility's air and water discharge permits) and non-routine/upset operations (e.g., a spill event). The combination of these hazards necessitates comprehensive safety measures to mitigate risks and protect human health and the environment.

Description of all safeguards proposed to protect the surrounding property and persons from hazards accompanying the proposed use:

To address the potential hazards associated with Project YaREN, ICAP will implement a series of robust safeguards. Section 3.1 of the enclosed supplement begins with an overview of ICAP's safety, health, and environmental philosophy, and the way that ICAP incorporates multiple layers of protection into its design and operations. Sections 3.2 through 3.5 then discuss myriad ways ICAP will incorporate control measures to safeguard against specific potential hazards that may accompany ammonia manufacturing, from several layers of engineering controls to contain flammable and combustible materials, to automated alarms, pressure relief valves, and gas detection systems that help identify and manage potential leaks and over-pressure situations so that the facility can be brought to a safe state in case of abnormal conditions. Sections 3.6 through 3.12 provide greater detail on administrative controls, engineering controls, and ICAP's adherence to various industry standards and codes, with each complementing ICAP's safeguards to ensure the safety of the facility's operations and the surrounding community.

A site plan showing the location of proposed improvements, landscaping, yard areas, sight and/or noise barriers, existing and planned, on the subject property.

See Exhibit A

Signature: _____ Vince Paradis Enbridge - Vice President Date: September 5, 2025

Zone: I-INDUSTRIAL Reviewed By: _____ Date: 09/24/2025

BERNARD RODRIGUEZ. DIRECTOR DEVELOPMENT SERVICES DEPT.

Ingleside Clean Ammonia Partners, LLC
City of Ingleside Special Use Permit
Application Supplement for Project YaREN

Contents

1 Executive Summary 2
2 Project Summary 2
2.1 Site Description 3
2.2 Project YaREN Blue Ammonia Production 4
2.3 Federal & State Permits Authorizing Project YaREN and Related Projects 9
3 Potential Hazards and Corresponding Safeguards 9
3.1 Safety, Health, and Environmental Philosophy 9
3.2 Fire and Explosion 11
3.3 Noise and Vibration 15
3.4 Dust 16
3.5 Smoke, Odor, and Toxic Emissions 16
3.6 Administrative Controls 17
3.7 Personal Protective Equipment 18
3.8 Engineering Controls and Safety Equipment 19
3.9 Industry Design Standards, Codes, and Regulatory Compliance 21
3.10 Detailed Safety Studies / Process Hazard Analyses 23
3.11 Emergency Response Planning 23
4 Exhibits 25

Exhibit A – Proposed Facility Layout
Exhibit B – Representative Safety Data Sheets (SDS)
Exhibit C – Federal & State Permits Authorizing Project YaREN and Related Projects

1 Executive Summary

Ingleside Clean Ammonia Partners, LLC (“ICAP”), a joint venture between Yara and Enbridge, is seeking a Special Use Permit for the construction and operation of the Ingleside Blue Ammonia plant (“Project YaREN”), to be located within the Enbridge Ingleside Energy Center, a site with a long-standing industrial history. ICAP has designed Project YaREN to produce “blue ammonia,” a low-carbon alternative to traditional ammonia, by integrating proven autothermal reforming (ATR) technology for hydrogen-rich process gas production with advanced carbon capture—with a third party transporting and permanently sequestering the carbon dioxide outside of San Patricio County. The ammonia produced will be stored in atmospheric, refrigerated tanks and exported via marine vessels.

ICAP’s approach to safety for Project YaREN is anchored in a comprehensive safety, health, and environmental philosophy that prioritizes the protection of both facility personnel and the surrounding community. The facility’s design and operations are structured around the federal Occupational Safety and Health Administration’s hierarchy of controls, which emphasizes multiple, redundant layers of protection. This hierarchy begins with the elimination of hazards where possible (e.g., ICAP’s decision not to store hydrogen-rich process gas onsite and to avoid the use of high-pressure truck or rail transport for ammonia). Where elimination is not feasible, ICAP has substituted safer materials and processes.

ICAP follows these with advanced engineering controls and facility design features. The ammonia storage tanks, for example, are double-walled and refrigerated at low pressure, exceeding industry code requirements to minimize the potential of ammonia escaping containment. The facility’s design incorporates automated safety instrumented systems that continuously monitor for abnormal conditions and can initiate safe shutdowns without operator intervention. Additional safeguards include pressure relief valves, gas detection systems, and automated alarms that provide early warning and facilitate quick response.

Beyond physical safeguards, ICAP employs extensive administrative controls to ensure ongoing safety. These will include a comprehensive Process Safety Management (PSM) program, detailed emergency response planning, and regular training for both employees and local first responders. The facility’s emergency response plan will be developed in collaboration with local authorities and will address a wide range of scenarios, including fires, releases, and natural disasters. The plan will incorporate clear communication protocols, evacuation procedures, and mutual aid agreements with neighboring emergency response teams. Regular drills and community engagement initiatives will ensure that both facility staff and the public are prepared and informed in the unlikely event of an incident.

Project YaREN’s safety measures are reinforced by strict adherence to federal and state regulatory requirements, as the facility is subject to rigorous federal and state permitting and oversight for air emissions, water discharges, and process safety. These measures, combined with a strong track record of safety in modern ammonia production, underscore ICAP’s commitment to protecting public health and safety through best-in-class design, operation, and community partnership.

Project YaREN represents a significant investment in safe, sustainable industrial development, with a strong commitment to community engagement, regulatory compliance, and environmental stewardship.

2 Project Summary

Ingleside Clean Ammonia Partners, LLC (“ICAP”) plans to build the Ingleside Blue Ammonia plant (”Project YaREN”) located at 1450 Lexington Blvd in Ingleside, San Patricio County, Texas. ICAP is a joint venture between Yara, a company with almost 100 years of domestic and international ammonia manufacturing experience, and Enbridge, a company with expertise in material storage, transfer, and marine export. Yara, with its extensive expertise in safely producing ammonia, will be the operator of the proposed ammonia production facility.

Project YaREN will be a blue ammonia production and storage operation that will deliver the produced ammonia to its customers via closed-loop loading into marine vessels at the site. Producing blue ammonia is an emerging low-

carbon alternative to traditional ammonia manufacturing methods. Blue ammonia production uses the traditional Haber-Bosch ammonia manufacturing chemistry and adds carbon dioxide (CO_2) capture, permanent sequestration, and storage technologies to reduce the carbon footprint of the operation. Ammonia produced at Project YaREN may be used by its customers as non-organic fertilizer, as a low-carbon fuel, or as a stable hydrogen carrier.

Project YaREN's location within the Enbridge Ingleside Energy Center ("EIEC") has been selected (1) for consistency with the other, similar existing uses of property in this industrially zoned area, (2) to make use of existing infrastructure, including dockage, security, and pipeline easements, and (3) to locate the manufacturing, storage, and marine loading components within the EIEC as remote from residences as possible.

ICAP has prepared this Special Use Permit ("SUP") application pursuant to City of Ingleside Ordinance Section 78-267 to the extent necessary to authorize ammonia manufacturing at the EIEC.

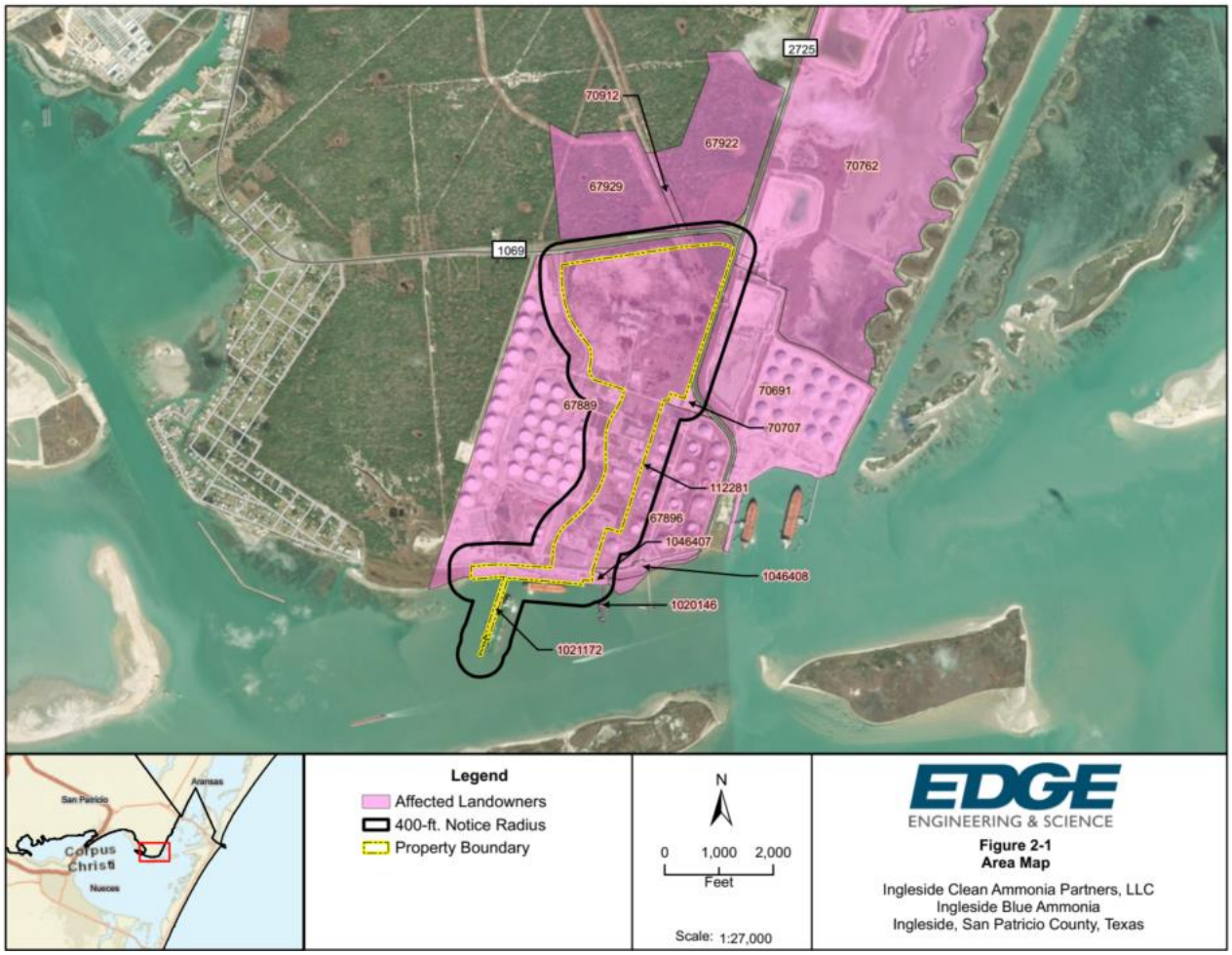
2.1 Site Description

Project YaREN will be situated within the EIEC, which has operated as an industrial site since 2015. EIEC has been zoned "Industrial (I)" by the City of Ingleside since July 10, 2012. Before becoming an industrial site, the EIEC tract was a U.S. naval station. EIEC is strategically located in Ingleside, Texas with substantial buffers of distance and vegetation from non-industrial uses. Siting Project YaREN in the EIEC provides pipeline connectivity as well as access to existing marine waterfront on the LaQuinta Channel, a federal navigation channel.

Legal Description is:

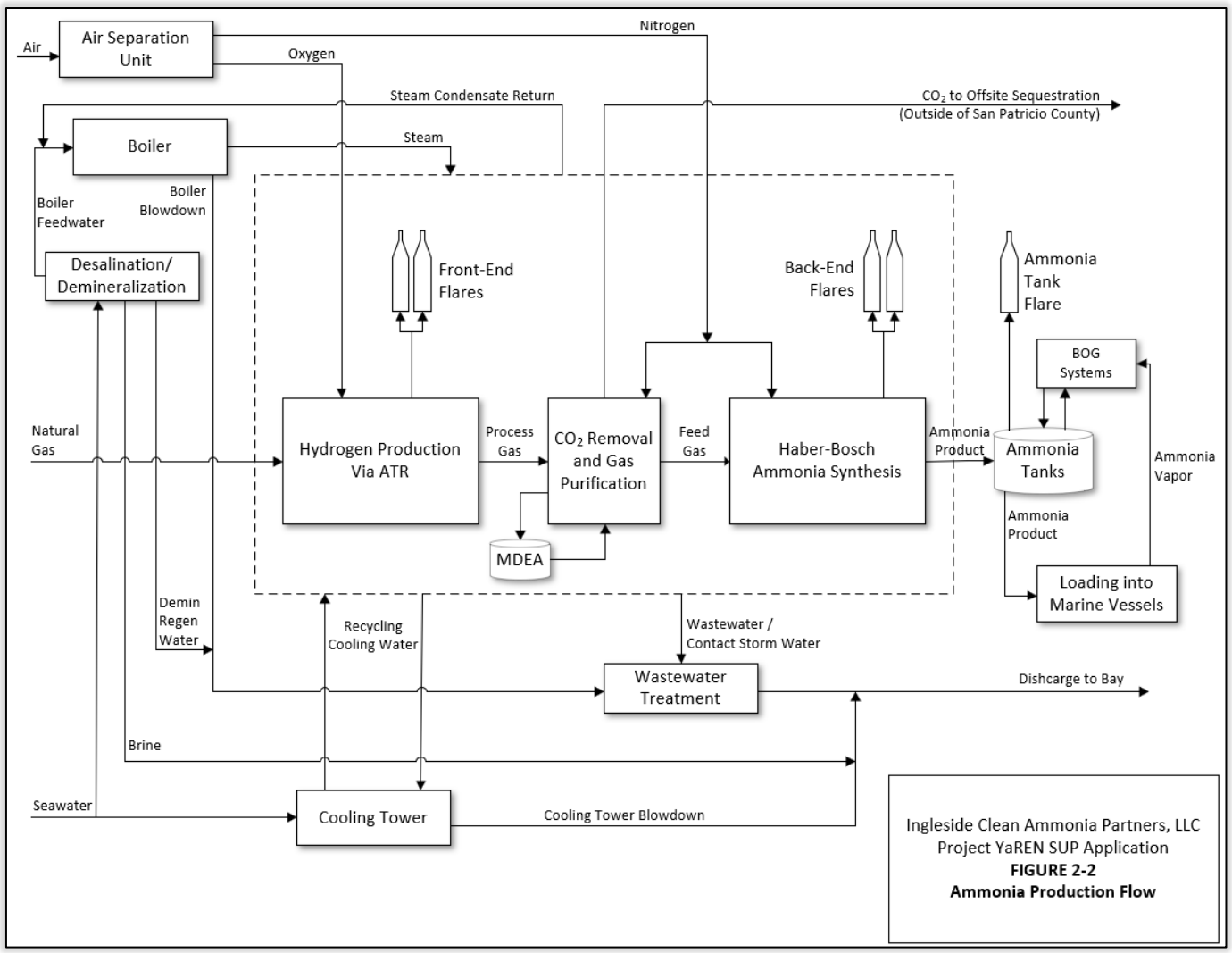
Being the following described tracts of land: (1) 208.131 acres, more or less, out of a called 478.376-acre tract described in a deed, recorded in Volume 2081, Page 483, Deed Records, Nueces County, Texas and being part of the L. Von Zacharias Survey 1, Abstract 271 and being in San Patricio County, Texas, and being a portion of San Patricio Appraisal District Tax ID No. 67889, together with: (2) the piers, docks, bulkheads, wharves, and similar facilities and structures that are attached to said land (including the approximately 2.349 acres of dock and facilities being identified as San Patricio Appraisal District Tax ID No. 1021172) or that become attached to said land and extend into and over the waters of Corpus Christi Bay.

Figure 2-1 provides an Area Map of the ammonia production facility in relation to EIEC's existing industrial operations and the surrounding area, along with the San Patricio Appraisal District Tax ID numbers for parcels within a 400-foot radius of the Project footprint. The current proposed Manufacturing Site Layout is provided in Exhibit A.



2.2 Project YaREN Blue Ammonia Production

To make ammonia, ICAP first will manufacture hydrogen-rich process gas from natural gas using the proven autothermal reforming (ATR) technology and purify it by scrubbing out the CO_2 that is present in the hydrogen-rich stream (Step 1). This purified hydrogen-rich gas then will be combined with nitrogen to make ammonia using the well-established Haber-Bosch chemistry (Step 2). The ammonia production will be supported by utilities, storage, transfer piping, and marine loading into marine vessels. The ammonia product will be stored in atmospheric, refrigerated tanks, then be loaded into marine vessels for transport offsite. The removed CO_2 will be transported outside of San Patricio County via pipeline by a third-party for offsite permanent sequestration. Figure 2-2 illustrates the production flow through the manufacturing operations.



ICAP appreciates the community's concerns related to water use for this project. As represented in the Project's water discharge application, Texas Commission on Environmental Quality (TCEQ) Permit No. W0005473000[1], the Project will use seawater as its water source, with approximately 90% of it being used as-is in the recycling cooling water system, without requiring desalination or demineralization. The other 10% of the inlet seawater will be desalinated and demineralized for use in the boilers, which make steam for use in the manufacturing steps. There will be about 20-25% evaporation at the cooling towers, and approximately 5% of the total inlet stream will be discharged as desalination brine[2]. Both this cooling tower evaporation and the small amount of brine produced by the desalination process will result in a combined discharge stream approximately 25-30% higher in salinity than naturally-occurring bay water. However, before discharge to the bay, this stream will be combined with freshwater, including treated water recovered from the manufacturing steps as well as rainwater collected in the onsite stormwater retention pond. Blending the freshwater into the discharge stream will reduce its salinity somewhat before ultimately returning to the bay. Finally, Project YaREN will carefully and slowly diffuse this water back into the bay so that it

[1] Available online at: https://www.tceq.texas.gov/downloads/permitting/wastewater/title-iv/tpdes/wq0005473000-inglesidecleanammoniapartnersllc-inglesideblueammonia-sanpatricio-tpdes-adminpackage.pdf

[2] Project YaREN's December 2024 Water Discharge Permit, Figure 3, Flow Balance Diagram contains additional details and proposed rates for each stream.

mixes well with existing bay waters. ICAP modeled 48 different diffusion scenarios using various discharge rates as well as historical actual seasonal water temperatures and salinities. The 50-year historical average salinity of Corpus Christi Bay in the vicinity of this project ranges from 25% to 39%[3]. As demonstrated in Project YaREN's wastewater discharge application, the combined discharge from this project is anticipated to increase bay salinity by less than 0.6% within 350 feet from the discharge point[4] in all scenarios, with steadily decreasing salinity beyond this point. This less than 0.6% increase in salinity is much less than the historical 14% seasonal natural variability in the bay's salinity

The following sections provide additional process details for each of these main steps of ammonia production, as well as additional discussion regarding the supporting utilities, storage, and marine loading.

2.2.1 STEP 1: Front-End Hydrogen Production and Carbon Capture

The ammonia manufacturing process will include a front-end section that produces process gas containing hydrogen from natural gas feed and captures the CO_2 from the process streams, thus creating blue hydrogen. Hydrogen is needed later in the process to make ammonia.

To manufacture this hydrogen-rich stream, natural gas will be pretreated to remove sulfur compounds that may be present. Then, steam will be added, and these gases will be heated so that the two can mix, break apart, and reform to make "process gas," which is a mixture of mainly hydrogen, carbon monoxide (CO), and CO_2. Additional steam will be added to convert the CO to CO_2, which also will generate additional hydrogen. This manufacturing step is called autothermal reforming (ATR) and shift conversion, and it has been proven for use in the ammonia production process since the 1950s[5].

At this stage, the process gas is composed mostly of hydrogen and CO_2. To capture the CO_2 from the stream so it can be removed from the site and permanently sequestered, or stored, the CO_2 must be scrubbed from the hydrogen. To accomplish this CO_2 capture, the CO_2/hydrogen stream will be treated with methyl diethanolamine (MDEA) in a closed-loop system[6]. MDEA is a chemical that absorbs CO_2 but not hydrogen, scrubbing the CO_2 from the process gas and leaving the hydrogen. The CO_2 is then removed from the MDEA, sent through an onsite compressor, and then to a third-party pipeline for transport to a permanent sequestration site outside of San Patricio County. The MDEA is recycled back to be re-used, without being vented to the atmosphere.

CO_2 will not be stored onsite. Rather, it will be transported to the storage site via a newly constructed dedicated underground pipeline. Under U.S. Department of Transportation ("USDOT") regulation, CO_2 pipelines must adhere to the same rigorous standards as those of other pipelines carrying various products such as crude oil and natural gas. This pipeline's operator must have an extensive and continuous monitoring system, including pressure data from sensors along the pipeline and at the storage location, as well as a robust quality assurance and pipeline integrity program. Transporting CO_2 by pipeline is safe and highly regulated and monitored.

During routine operations for the ammonia facility, there will be no front-end process venting to the flares. However, during maintenance, startup, and shutdown (MSS) operations, the production equipment will be vented to the front-end process flares to safely manage and dispose of vented gases in accordance with strict air permitting conditions, instead of routing these gases directly to the atmosphere. In the unlikely event abnormal venting occurs, such as a system overpressure or equipment malfunction, the flares also will safely manage such venting.

---

[3] Project YaREN December 2024 Wastewater Permit Application, Attachment 2, Table 2.

[4] Project YaREN December 2024 Wastewater Permit Application, Attachment 2, Tables 11 and 12.

[5] K. Aasberg-Petersen, I. Dybkjær, C.V. Ovesen, N.C. Schjødt, J. Sehested, S.G. Thomsen, *Natural Gas to Synthesis Gas – Catalysts and Catalytic Processes*, Journal of Natural Gas Science and Engineering, Volume 3, Issue 2, 2011, Pages 423-459, Section 4.2. https://www.sciencedirect.com/science/article/abs/pii/S1875510011000242

[6] MDEA will be purchased in bulk and stored onsite in a tank; ICAP will not manufacture MDEA at the Project YaREN site.

2.2.2 Step 2: Back-End Ammonia Production

In the second step of ammonia manufacturing, the nitrogen from the site's air separation unit and hydrogen-rich process gas from Step 1 will be compressed, mixed, and converted to ammonia in a fully-enclosed ammonia synthesis reactor system.

During routine operations, there will be no process emissions from the ammonia production step at the flares; however, during MSS operations, the ammonia production equipment will be vented to the back-end flares to safely manage and dispose of vented gases, again, in accordance with strict air permitting conditions. In the unlikely event abnormal venting occurs, such as a system overpressure or equipment malfunction, the flares also will safely manage such venting.

The produced ammonia will be chilled and sent to storage in any of four ammonia storage tanks prior to loading into marine vessels at the facility's wharf area. Each of these four storage tanks will be double walled, low pressure refrigerated tanks that maintain the ammonia below its boiling point, at approximately -27°F. The ammonia storage tanks will have a common boil-off gas (BOG) refrigeration system that will capture and control tank ammonia vapors that may be generated during normal and MSS operations. This BOG refrigeration system will compress and condense the ammonia vapors and return the liquid back to the tanks, providing closed-loop vapor control without venting to the atmosphere. The BOG system will include redundant units.

The ammonia marine loading operations also will incorporate a totally enclosed operation, which eliminates ammonia vapor venting during these activities. Both the onshore tanks and the marine vessels' tanks will be equipped with BOG systems, described above, which capture, compress, condense, and return the ammonia vapors to the tanks without venting ammonia to the atmosphere. Ammonia that may remain in the transfer system also will be returned safely to the refrigerated ammonia tanks by pushing it through the pipelines with nitrogen. The ammonia piping and loading arms will be designed specifically for and dedicated to cold ammonia transfers.

During routine operations, there will be no tank or loading operations vented to the ammonia storage flare; however, during MSS operations, the facility's air permit will require that ammonia vapor generated from storage tanks and vapors returned from the loading lines will be routed to the ammonia storage flare. In the unlikely event abnormal venting occurs, such as a tank overpressure, this flare also will safely manage such venting.

2.2.3 Miscellaneous Facilities

In addition to the ammonia tanks, Project YaREN will use other common infrastructure throughout the facility, including:

- Sea water cooling towers to provide the full cooling duty of the manufacturing operations, via a recycling cooling water system.
- Steam boiler and air separation unit to provide steam, oxygen, and nitrogen needed for ammonia production. To conserve water use, water condensed from the steam during the manufacturing process will be recycled back to the boiler for re-use.
- Two (2) diesel-fired 3,000 kW emergency generator engines to supply critical power in the event of a power outage, allowing the site to manage process operations to a safe-hold state.
- Two (2) diesel storage tanks providing adequate onsite fuel for the emergency power generators.
- Three (3) diesel-fired fire water pump engines with integrated diesel storage, to provide immediate firewater pump capability to respond in the unlikely event of an onsite emergency.
- An onsite wastewater treatment system to collect, store, and treat the industrial wastewater generated by the ammonia production equipment, as well as storm water that may contact process areas.

2.2.4 Materials

ICAP will manage the following materials as part of its ammonia production operation. Representative safety data sheets are provided in Exhibit B.

- **Anhydrous Ammonia (NH_3) – FINAL PRODUCT** – A colorless liquefied gas at atmospheric pressure and temperatures ≤ 27°F, ammonia is a molecule naturally present in our environment in different forms, including in the air, soil and water, as well as in plants and animals, including humans. It is the final product in the Project's process and will be exported from the site by marine vessels for use as non-organic fertilizer, as a low-carbon fuel, or other industrial uses. At ambient temperatures, ammonia vapor has the same pungent odor as household ammonia-based cleaners. Although ammonia vapor is lighter than air at ambient temperatures, if it is released directly to the atmosphere at cold or pressurized conditions, it can stay low to the ground and appear as a white cloud, until it warms, vaporizes, and rises. Ammonia gas is flammable, but it is difficult to ignite, especially in open-air, unconfined spaces.
- **Carbon Dioxide (CO_2) – BYPRODUCT –** This material is a colorless, odorless gas occurs naturally in the Earth's atmosphere. While CO_2 is heavier than air, its rapid mixing characteristics and its tendency to rise quickly at ambient temperature assist in effective dispersion and dilution of CO_2 when exposed to the atmosphere. CO_2 is a byproduct of the process and will be captured and transported by pipeline outside of the ammonia production facility to a carbon storage location for sequestration. That CO_2 storage location will be outside of San Patricio County.
- **Diesel Fuel (DF) – FUEL** – Diesel will be used to fuel the emergency generators and firewater pumps. It is a low-volatility petroleum-based liquid fuel.
- **Hydrogen-Rich Process Gas (PG) – INTERMEDIATE PRODUCT –** Process gas is produced during the various ammonia manufacturing steps as an intermediate product. Because this material is fully consumed to manufacture ammonia, storage of this gas onsite is not required. It consists mainly of hydrogen but can also contain water, CO, CO_2, nitrogen and methane. Once sufficiently dried and purified, hydrogen-rich process gas is used to produce ammonia.
- **Methyl Diethanolamine (MDEA - $CH_3N(C_2H_4OH)_2$) – RECYCLED ABSORBENT –** MDEA is a clear, colorless, liquid with an ammonia-like odor used in the removal of CO_2 from process gas. MDEA will be a purchased feedstock; it will not be manufactured onsite. To minimize the amount of MDEA required, it will be recycled and recirculated through the process, so that very little is consumed.
- **Natural Gas, Methane (CH_4)– FEEDSTOCK / FUEL** –Natural gas is an odorless, colorless gas composed primarily of methane. This gas is used as a feedstock (hydrogen source) for the production of ammonia. Natural gas also will be used to fuel the boiler and process heaters and also provide pilot gas to the flares.
- **Nitrogen (N_2) – FEEDSTOCK** – Nitrogen is a colorless, odorless, chemically inactive (i.e. "inert") gas that is the most plentiful element in Earth's atmosphere (approximately 79% of the air we breathe). Project YaREN will use Nitrogen generated onsite in the air separation unit as a primary feedstock for ammonia (NH_3) production. Since nitrogen is inert and thus does not react and is not flammable, it also will be used as utility gas, such as to help clean out (purge) pipelines or maintain safe working atmospheres for maintenance.
- **Oxygen (O_2) – FEEDSTOCK** – Oxygen makes up the other nearly 21% of the Earth's ambient air. It is an odorless, colorless gas used in this project for converting natural gas to hydrogen-rich process gas. Project YaREN will use oxygen generated onsite in the air separation unit. This oxygen will be piped to the production equipment in its gaseous state, not as a refrigerated liquid.

2.3 Federal & State Permits Authorizing Project YaREN and Related Projects

ICAP's construction and operation of Project YaREN is subject to the jurisdiction and direction of numerous state and federal agencies. These agencies implement statutory and regulatory programs designed and staffed to protect human health and safety, environmental and natural resources, public welfare, and similar values. ICAP must apply for and obtain various permits and approvals, or engage in consultations with the assigned expert agencies and stakeholders, before proceeding. Many of these approvals will be required before ICAP can begin to construct Project YaREN facilities, whereas some are required before ICAP can commence operations. In addition, many of these permitting programs require public engagement, and there will be ample opportunities for the public to comment on ICAP's requests for agency approvals, and to participate in public meetings and hearings. Most of the permits, if issued, will impose conditions on ICAP's construction and operation to avoid, minimize, and mitigate potential effects of Project YaREN on the surrounding community and environmental resources.

Project YaREN will require the following state and federal permits, approvals, and consultations, among others:

- Texas Commission on Environmental Quality ("TCEQ") Air Permitting – Section C.1 of Exhibit C provides more details on TCEQ's Air Quality New Source Review ("NSR") and Prevention of Significant Deterioration ("PSD") permit and TCEQ-issued Title V Operating Permit for Project YaREN.
- TCEQ Water Use Permit – Section C.1 of Exhibit C provides more details on TCEQ's review of the industrial water rights application submitted for Project YaREN.
- TCEQ Water Discharge Permitting – Section C.1 of Exhibit C provides more details on TCEQ's review of the Texas Pollutant Discharge Elimination System ("TPDES") water discharge application for Project YaREN.
- U.S. Army Corps of Engineers ("Army Corps") Permitting and Related Agency Approvals and Consultations – Section C.1 of Exhibit C provides more details on the Army Corps' review and permitting under the Clean Water Act and Rivers and Harbors Act, required consultations to address potential impacts to protected species and historic resources, and other measures to protect coastal resources and water quality.
- U.S. Coast Guard Review – Section C.1 of Exhibit C provides more details on the Coast Guard's review under the Ports and Waterway Safety Act to ensure the waterway is suitable for the proposed vessel traffic.

In addition to these Project YaREN-specific permitting discussions, Sections C.2 and C.3 of Exhibit C provide similar summaries of the permitting and consultation requirements that would apply to third party projects and activities related to the natural gas supply pipeline and the CO_2 pipeline that would transport CO_2 to an offsite sequestration facility.

3 Potential Hazards and Corresponding Safeguards

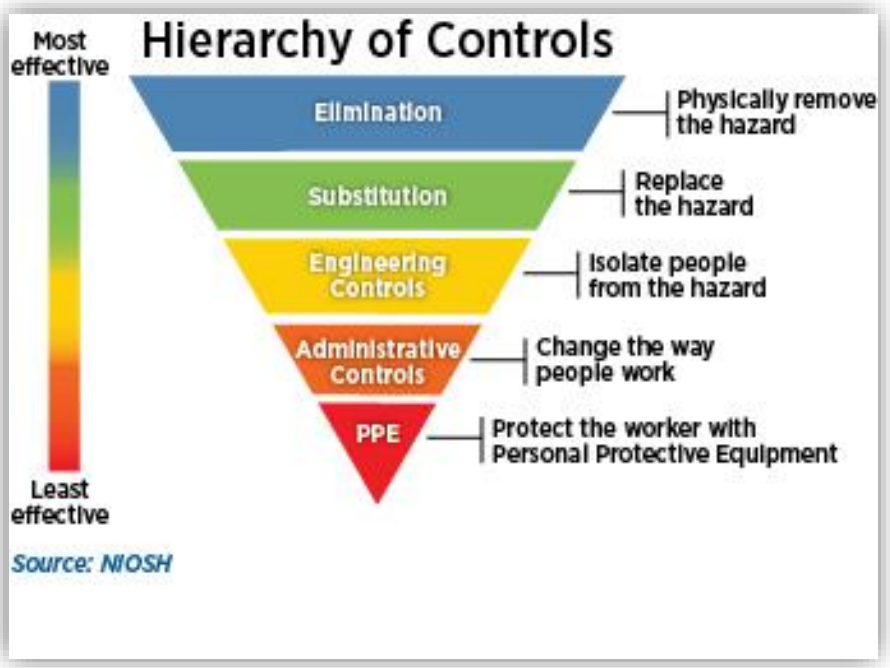
The City of Ingleside Intensive Use Ordinance, Section 78-267, and the corresponding application form require the applicant to provide a description of the hazards the proposed project may present and the corresponding safeguards the applicant proposes to implement to protect surrounding property and persons from such hazards. Potential hazards to consider may include those such as fire, explosion, noise, vibration, dust, or emission of smoke, odor, or toxic substances. The remainder of this application section provides a discussion of ICAP's safety, health, and environmental philosophy in general as well as a more specific discussions of these potential hazards and safeguards as they relate to Project YaREN.

3.1 Safety, Health, and Environmental Philosophy

Upholding the safety of the surrounding community and employees while concurrently protecting the environment during construction and operations is an ICAP core value and top priority. By focusing on the safe design,

construction, and operation of the manufacturing site, ICAP protects the safety, health, and environment of not only those inside the facility, but also the community beyond the manufacturing site. ICAP has adopted the federal Occupational Safety and Health Administration (OSHA) hazard control methodology[7] as a foundation for Project YaREN's safe design and operation. As shown in Figure 3-1, this approach considers multiple layers of protection to minimize or eliminate potential risks. ICAP will consider the severity, likelihood, and frequency of each of the potential hazards described in the following sections to evaluate overall risk and identify the appropriate combination of control measures to safeguard against such risks.

Figure 3-1 - OSHA Hazard Control Methods



Using this hierarchy approach, ICAP will first work to eliminate identified potential hazards, where possible. If elimination is not possible, the next level considers substitution of lower risk equipment, process design, materials, or operations. Where substitution is impractical, and to supplement substituted options, ICAP will also incorporate engineering controls to reduce the likelihood of unwanted events happening and to reduce risk exposure to workers and the community from both routine and unexpected events. Engineering controls are items such as pollution controls, noise enclosures, interlocks, safety equipment, and fire protection systems.

Working together with elimination, substitution, and engineering controls are administrative controls. This layer of protection defines the methodology of how the work is accomplished by preparing facility employees with relevant procedures, training, and tools and keeping the site secure. At the administrative control level, ICAP also will work with the community to provide training, share and integrate emergency response plans, and coordinate community protections. Finally, personal protective equipment appropriate for the job function will be required within the facility at all times. Keeping workers safe inside the production areas assists with safe facility operation and, by extension, protection for the surrounding community.

[7] https://www.osha.gov/sites/default/files/Hierarchy_of_Controls_02.01.23_form_508_2.pdf

Supplementing the use of the OSHA hierarchy to safeguard against potential hazards, as discussed further below, will be Yara's century of ammonia manufacturing experience. Since Yara will be the operator of this proposed low-carbon ammonia facility, ICAP understands that Yara's ammonia operating history is important to the community. Yara was founded in Norway in 1905 to produce mineral fertilizers to combat the then-emerging famine in Europe. In 1927, the company started using the Haber-Bosch method to manufacture the ammonia used as a feedstock for its fertilizer manufacturing operations. Since then, the company has continued developing and improving the production, storage, and transportation of ammonia.

In 1965, Yara began producing ammonia using natural gas as a feedstock; this method remains the production method predominantly used world-wide today (99%) and is that which is proposed for Project YaREN. Yara has approximately 650 plant-years of operational experience using this method, from 25 different plants across the globe. In addition, Yara operates 32 cold (atmospheric) individual ammonia storage tanks like those proposed for Project YaREN, representing approximately 1,000 tank-years since first using these types of tanks in 1973. Project YaREN will use cold (atmospheric) ammonia storage tanks for large scale storage due to the reduced risk of over pressurization, even though the operational costs are higher with cold (atmospheric) storage.

With nearly a century of experience in operating ammonia production facilities, Yara has a long-standing commitment to safety. Yara's safety incident reporting system, which dates back to 1986, shows that Yara-operated facilities that produce or export ammonia have not had an ammonia safety incident that has caused harm to the public outside of the facility.

3.2 Fire and Explosion

Fire and explosion events occur when flammable or combustible materials and an ignition source interact. Flammable and combustible materials that will be handled at ICAP's ammonia manufacturing facility include:

- Ammonia
- Diesel fuel
- Hydrogen-rich process gas
- MDEA
- Natural gas

Ignition sources may include:

- Flame
- Spark
- Lightning
- High-heat surface

Flammable and combustible materials are contained within the manufacturing equipment during routine operations. However, if a leak or catastrophic equipment failure were to occur, one or more of these materials could be exposed to an ignition source and result in a fire or explosion. To minimize the risks from these potential hazards, ICAP will incorporate the following approaches.

3.2.1 Elimination

ICAP will not store hydrogen-rich process gas onsite. This process gas will be produced only in an "on-demand" quantity, so that it is produced and promptly consumed continuously in the ammonia manufacturing process. Eliminating bulk storage of hydrogen-rich gas results in the overall risk reduction of a hydrogen-based fire or explosion.

Also, ICAP will not load into nor transport ammonia using tank trucks or railcars. These ammonia transportation modes operate at high pressure, which is significantly different than the near-atmospheric pressure tanks and marine vessels Project YaREN will use. By eliminating tank truck and railcar loading and transport of the produced ammonia, ICAP eliminates the risk of fire or explosion from these high-pressure operations not only at the ICAP manufacturing facility but also within the surrounding communities and throughout the highways of Texas and beyond.

3.2.2 Substitution

As described earlier, ICAP will manufacture ammonia using proven industry technologies, such as autothermal reforming (ATR) and Haber-Bosch ammonia synthesis to produce Project YaREN's ammonia. These technologies already have been optimized by ICAP partner Yara and other ammonia manufacturers both in the US and globally for decades, with appropriate substitutions to reduce risk already designed into these licensed technologies. Thus, further material or technology substitution is not anticipated to provide additional substantial safeguard against potential fire and explosion hazards of the ammonia production operation beyond what already is designed into and proven by the carefully selected manufacturing technologies used in the proposed project.

3.2.3 Engineering Controls

ICAP will design its ammonia manufacturing facility to include multiple layers of engineering controls to keep flammable and combustible materials safely contained and to reduce the presence of ignition sources. These controls include but are not necessarily limited to:

Safe Containment and Management of Flammable and Combustible Materials

- Double-walled ammonia tanks[8]
- Welded connections in piping, instead of flanges or screwed connectors, wherever safely practical
- Aboveground piping to the extent possible to allow for monitoring and to reduce the possibility of corrosion.
- Double isolation valves for pipeline segments that could be open at the end to the atmosphere, such as during maintenance
- Automated equipment monitoring and associated safety instrumented system (SIS)[9] to bring the facility to a safe state if out-of-range pressure or temperature or other unsafe conditions are indicated, such as excessive vibrations, overspeed, or production surges.

[8] Additional details related to ammonia tank design is included in Section 3.8.1 of this application.
[9] A SIS is a specialized control system designed to prevent or mitigate hazardous situations in industrial processes by taking automated action when abnormal conditions are detected. It is a specialized control system designed to prevent or mitigate hazardous situations in industrial applications by taking automated action when abnormal conditions are detected. https://csrc.nist.gov/glossary/term/safety_instrumented_system#:~:text=A%20system%20that%20is%20composed,safety%20interlock%20system%20(SIS)

- Automated alarms in the control room, which will be staffed and monitored 24 hours/day, 7 days/week, and audible alarms in the manufacturing areas to alert operators of possible deviation from normal operating conditions. Automated alarms and/or manual alarm/shutdown panels throughout the facility will be configured to trigger an automated shutdown, if appropriate to control the situation.
- Pressure relief valves and vents piped to flares to provide over-pressure control and deliver vented gases to a controlled, elevated, safe release point, in the unlikely event of an abnormal operating situation

- Onsite gas detection systems to assist in early identification and repair of potential leaks well in advance of ammonia or other gases reaching a concentration capable of fire or explosion, either within or beyond the facility's boundaries.

Curtail and Manage Ignition Sources

- Lightning protection, which manages lightning strikes by directing the energy to ground and away from production equipment
- Static electricity protection to abate the buildup of electrostatic energy and, as needed, direct it to ground and away from sensitive equipment and flammable materials
- Program to conduct and implement an Electrical Area Classification study, which establishes the appropriate electrical classification for each area of the facility and, as part of the engineering design, selects equipment appropriate and safe for use in each electrical designation
- Detection and suppression systems, to identify potential fires and automatically initiate suppression at the source, through application of water, foam, or other methods suitable for the material of concern.

  Detection systems may include:

  - Fire Detection – Optical flame detectors, heat detectors, and smoke detectors
  - Gas Detection – Point-located and line-of-sight ammonia and flammable gas detectors throughout the production areas

  Fire suppression systems may include:

  - Water tanks
  - Pumps
  - Hydrants
  - "Monitors" (e.g. high-volume nozzles for large-volume application)
  - Hand-held extinguishers
- Appropriate metallurgy to reduce/eliminate potential for metal-on-metal sparking
- Automated equipment monitoring to identify and manage elevated temperature situations

Consideration in Construction and Siting

- Building construction materials will be fire resistant and blast proof where appropriate and designed to mitigate fire/explosion risk to the community and Project YaREN personnel.
- Equipment fireproofing will be installed on critical structures and equipment.
- Building and manufacturing equipment will be appropriately physically separated and incorporate fire barriers to keep potential fire/explosion scenarios from escalating and also providing safe egress from the affected area
- Facility siting and setback distances will be established based on fire studies so that radiant heat does not impact adjacent onsite personnel or equipment or nearby communities.

Additional details regarding the engineering controls equipment described above are available in Section 3.8.2 of this application.

3.2.4 Other Safeguards

As described in Sections 3.6 and 3.7 of this application, ICAP will incorporate numerous administrative controls and personal protective equipment that safeguard against and reduce the likelihood, severity, and consequently overall risk of fire and explosion hazards associated with Project YaREN.

3.3 Noise and Vibration

High noise and excessive vibration can pose potential hazards to human health and the environment. Noise and vibration from industrial operations can result from equipment and activities such as:

- Rotating machinery such as pumps and compressors
- Process vents to atmosphere
- High-volume flare operations

3.3.1 Elimination

Elimination of potential noise- and/or vibration-generating equipment is not feasible for Project YaREN. However, as described in Section 3.3.3, ICAP will include various engineering controls for noise and vibration abatement associated with the ammonia production facility.

3.3.2 Substitution

Similar to the discussion in Section 3.2.2, optimized substitution for noise- and vibration-generating activities and equipment already has been integrated into the industry-standard manufacturing technologies selected for Project YaREN. Thus, further substitution is not anticipated to provide additional substantial safeguard against potential noise and vibration hazards at this site. However, as described in Section 3.3.3, ICAP will include various engineering controls for noise abatement associated with the ammonia production facility.

3.3.3 Engineering Controls

The following engineering controls will be included in Project YaREN's design as preventative measures to effectively manage the potential for noise hazards to the community and comply with local zoning regulations for noise level and control.

- Manufacturing equipment will be designed/selected to reduce or minimize noise. For example, compressor and compressor building design will include elements for noise abatement; rotating machinery will be isolated, where possible, to these noise-abated areas.
- Noise studies/analyses during front-end engineering and design (FEED) will review, validate, and, if applicable, revise the design of mechanical equipment and/or site layout, such that noise and vibration disturbance to the community will be minimized during routine facility operations.
- As a preventative measure, ICAP will implement a real-time system that monitors for abnormal vibration for specific process equipment and alerts operators of issues requiring attention, allowing for prioritized and focused correction of such abnormal conditions, should they occur.
- During routine operations, ICAP will minimize the venting of ammonia production equipment to atmosphere and to the flares. When such vents are required, such as for steam, ICAP will include acoustic silencers on such direct vents to atmosphere, to reduce the associated noise.

- Certain infrequent situations may exist that could require controlled venting to prevent an unsafe overpressure situation. Project YaREN will address these scenarios with the following safeguards:
    - If the CO_2 pipeline is out of service, ICAP will need to vent the CO_2 to atmosphere, as represented in the project's air permit application. ICAP has designed these CO_2 vents with acoustic silencers as well, and they will release at an elevation and distance from its neighbors and the community at large to minimize noise and vibration that may be present during these infrequent high-volume venting activities.
    - For planned maintenance, startup, and shutdown (MSS) activities, ICAP must depressure its production equipment to a safe level to conduct such MSS tasks. During these infrequent events – anticipated to occur only once every three to five years after initial facility startup – ICAP must pipe certain equipment to the flares. ICAP will design the startup and shutdown sequences such that not all equipment vents through piping to the flares simultaneously, reducing the total volume flared at a given time. These planned startup and shutdown sequences will reduce noise and vibration that may be associated with such events. Also, the flares will be located at sufficient distance so as to not adversely expose the neighbors and the community at large to noise and/or vibration that may result.

3.4 Dust

Project YaREN is a blue ammonia production facility that will not handle bulk solids or other dust-generating equipment. Thus, dust is not expected to be a potential hazard from the project's manufacturing operations.

3.5 Smoke, Odor, and Toxic Emissions

With the exception of possible smoke associated with potential fire and explosion hazards, discussed in Section 3.2, Project YaREN does not pose an additional potential smoke hazard. While there may occasionally be visible plumes from equipment such as gas-fired heaters and boilers, as well as cooling towers and steam vents, those plumes will be steam – which is water vapor – not smoke.

Because ICAP will produce ammonia, there is a potential for odor and toxic emissions hazards. Odorous and toxic emissions from routine operations and planned maintenance, startup, and shutdown (MSS) activities are quantified and modeled as part of the air quality and water discharge permits, which have been applied for and are pending with the TCEQ. In these applications, ICAP has demonstrated how it will use best available control technologies for air emissions and water discharge management practices to minimize impacts to the environment from routine and MSS operations. As a required element of these permit applications, ICAP has used EPA and TCEQ-approved modeling technologies to demonstrate that these discharges of both odorous and toxic emissions from the facility's routine and MSS operations will result in air and water quality within the community that is considered to be protective of human health and the environment.[10]

The potential hazards for odors and toxic emissions from non-routine/non-MSS activities and corresponding safeguards largely parallel the elimination, substitution, and engineering controls for the potential hazards for fire and explosion, discussed in Section 3.2, with several additional considerations. Potential hazards for odor or toxic emissions from non-routine operations beyond those already discussed in Section 3.2 include:

[10] Protective limits are the standards and guidelines established by the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the National Institute for Occupational Safety and Health (NIOSH).

- Releases of ammonia from a tank, process equipment, or piping
- Spills of other materials from tanks, process or emergency equipment, or piping
    - MDEA
    - Diesel fuel
    - Untreated wastewater

Each of these additional potential hazards will be safeguarded through the site's spill prevention program and equipment, which will include the following elements:

- Ammonia tanks will incorporate double walls and/or be surrounded by a dike wall large enough to hold the contents of the tank plus adequate space to accommodate stormwater if a tank were to leak during a major storm event.
- Water suppression systems that deploy to contain a cold ammonia spill, allowing ammonia to dissolve into the water and be retained within the area's drainage system and dike walls for later treatment in the wastewater system. Dissolving ammonia in water is safer and results in lower emissions and odors than allowing the cold liquid to travel across the ground and/or evaporate as an unelevated air release.
- Spill control equipment such as pads, socks, booms, and absorbent will be available across the site in strategic areas to assist in collecting, containing, and removing spilled liquids such as diesel or MDEA from site before they can discharge to the environment.
- The wastewater system includes a large retention pond to collect and store industrial wastewater and first-flush stormwater. The site drainage system will direct wastewater through gravity draining and pumping to points at which untreated wastewater can be prevented from leaving the site.

ICAP will maintain the spill control equipment, systems, and written plan onsite and train its employees on the appropriate use of that equipment on a recurring basis.

3.6 Administrative Controls

In addition to the design-focused elimination, substitution, and engineering controls discussed in the hazard-specific Sections 3.2 through 3.5, ICAP also will implement substantial administrative controls to complement the safeguards inherent in the facility's design. Administrative controls include policies, procedures, plans, training, and coordination efforts. The following administrative controls are examples of these administrative controls ICAP will implement to collectively safeguard against the potential hazards discussed previously and are not necessarily specific to a single hazard category.

- Process Safety Management (PSM) program commensurate with federal OSHA requirements[11]
- Risk Management Program (RMP) pursuant to federal EPA requirements[12]
- Detailed Process Hazard Analyses (PHAs), evaluated at multiple stages, from the front-end engineering and design (FEED) phase of the project through construction and operation[13]
- Emergency Response Plan (ERP), with training and coordination of the same with regulating agencies,

[11] 19 CFR §1910.119. See also Section 3.9.1.
[12] 40 CFR Part 68. See also Section 3.9.1 for additional information.
[13] See also Section 3.10 for additional information.

local first responders, City services, and the community as a whole.[14] ERPs will include information on safe egress to exit the facility and, if applicable, move through the community and away from the facility, if warranted.

- Contractor management program, to identify and engage those contracted services and personnel that are specifically qualified for their assigned tasks, including applicable training, certifications, safety records, and government clearances
- Safe work practices, which will include written programs, procedures, training, and refresher education on items such as energy lock out/tag out, work permits, job safety analyses, daily pre-work task-specific safety meetings, limited and designated smoking areas, and others
- Training and performance assurance, to confirm construction and operation of the facility is accomplished by personnel that are specifically and adequately trained in their fields
- Management of Change (MOC) program, to evaluate proposed modifications to facility design, operations, organization, or activities prior to implementation, to protect against unforeseen new hazards being introduced throughout the facility's life cycle
- Site security, such as physical barriers and continually manned restricted entry points with verification of mandated credentials for each entering individual, lighting, monitored cameras, audible and visual alarms, cyber security measures, and other industry-proven security practices and procedures
- Emergency communications equipment, such as sirens, all-clear notifications, portable communications equipment (e.g. radios, mobile phones, analog phones), beacons, and public address systems
- Vehicular traffic control, including procedures for traffic flow within the facility as well as limitations on the types of vehicular engines permitted in various locations around the site
- Proper facility housekeeping in production and administrative areas of the facility, to minimize waste, dust, and debris

3.7 Personal Protective Equipment

Personal protective equipment (PPE) appropriate for the job function will be required within the manufacturing facility at all times. Keeping workers safe inside the facility assists with safe operation and thus also results in protection for the surrounding community. ICAP will require the following minimum PPE for each individual entering the production areas.

- Safety eyewear
- Gloves
- Safety vests
- Safety footwear
- Hardhat
- Hearing protection
- Fire-retardant clothing
- Personal emergency respirators
- Handheld or personal gas monitors

[14] See also Section 3.11 for additional information.

Additionally, for specialized activities, such as those required for specific construction and maintenance tasks, other activity-specific PPE may be required. This specialized PPE will be evaluated specifically for the task and may include fall protection harnesses, supplied air respirators, and/or chemical-resistant clothing.

3.8 Engineering Controls and Safety Equipment

As summarized previously, Project YaREN will follow the OSHA hierarchy of controls – elimination, substitution, engineering, administrative, and personal protective equipment – to incorporate equipment and site design considerations that safeguard against potential hazards associated with the ammonia manufacturing facility. The following provides additional information on the types of safety equipment and design that ICAP will use for Project YaREN as part of these safeguards.

3.8.1 Ammonia Storage Tank Safety Upgrades

Project YaREN ammonia tanks will exceed the minimum industry design code as follows:

- Full double walled ammonia storage tanks (applicable codes only require a single wall tank)
- Use of superior material grades, with chemical and mechanical characteristics that provide better operational longevity in a coastal environment.
- Stringent requirements on metal hardness limit to optimize performance, reliability, and durability of components.
- Controls:
    - Deploy three layers of independent and redundant pressure control/protection systems on ammonia storage tanks and design tanks' pressure control to release to flare.
    - Equip pumps with automated and remotely operated foam system, which includes foam collection/containment.
    - Provide automated and remotely operated in-tank valves at pump connections and at tank drain locations.
    - Return generated vapors and liquid recycle from the ammonia pumps back to ammonia storage tanks. This system is called the Boil Off Gas (BOG) system, which compresses the captured vapors and cools them so that the liquid condenses and joins the liquid ammonia in the tanks.
    - Provide safe operation of the tanks in the event of electrical power failure through the use of onsite diesel-fueled emergency generators. ICAP's emergency power generation equipment will allow for continuous operation of the tank's refrigeration and vapor control/BOG systems.
    - Provide leak detection system and ammonia vapor suppression systems for relief valves on the top of storage tanks.
    - Provide monitored and alarmed camera supervision of the ammonia storage area using cameras at ground level covering each tank's entire circumference and two on top of each tank covering the pumping area.
    - Provide concrete post barriers around ammonia storage tanks to prevent vehicular collisions.
- Detection:
    - Provide multiple temperature measurements in the space between the inner and outer tank walls to assist in detecting potential leaks from inner tank well in advance and take necessary

measures to confine the ammonia and correct such leaks.

- Provide an ammonia leak detection monitoring system at the ammonia storage facility, capable of notifying central control room and facility operation team immediately upon detection of potential leaks.

- Prevention:
  - Provide loading arms with self-closing emergency release coupling systems, automated isolation systems, and vapor return lines to prevent local release.

3.8.2 Other Safety Equipment and Design Practices

- Control Room – The onsite control room will be manned 24 hours/day, 7 days/week. This facility will monitor and control essential aspects of the manufacturing operations and include fully automated and alarmed Distributed Control Systems (DCS) and Safety Instrumented Systems (SIS)
- Weather Station – ICAP will operate a dedicated weather station onsite to measure precise wind speed and indicate wind direction across the facility. The weather station also will provide information on ambient temperature, relative humidity, and similar data critical to routine operations and, in the event it is required, emergency response. The weather station information will be available in the Control Room and will assist in identifying if neighboring areas could be affected in the unlikely event of an abnormal condition at the facility.
- Emergency Isolation and Shutdown Systems – If the facility's extensive production monitoring systems indicate that a shutdown is warranted to keep the community and/or the facility safe, the shutdown will be initiated either automatically through the DCS and SIS systems without requiring the Operator's intervention or manually by the personnel in the Control Room (e.g. following visual or other indication of a potential upset condition).
- Emergency Manual Shut Down – Qualified YaREN Operations personnel will be authorized and empowered to execute a manual production shutdown if, in their professional Operations experience, an upset situation may be imminent based on their observations in the production areas or as observed from data in the Control Room. Actuation of these buttons will initiate specific sequential steps leading to a controlled partial shutdown of the affected operating area. If needed, a full shutdown of production operations will be initiated by the Emergency Shut Down (ESD) system. Additionally, the main pumps and motors have local shut down buttons that can be actuated without having to return to the Control Room, saving critical response time in a potential upset situation.
- Spill control, containment, and drainage systems.
- Isolation valves and mechanical safety devices, such as safety relief valves and flares
- Overspeed protection, which is a safety system that will identify and warn the operator and/or automatically slow rotating equipment such as pumps and compressors should it detect abnormal speeds.
- Proper lubrication through a scheduled proactive procedure that will require equipment parts to be lubricated per the manufacturer's recommendation methods and frequencies to reduce vibration or mechanical defects.
- Over pressure protection such as pressure/vacuum relief valves will be installed on applicable manufacturing equipment. These valves are designed to automatically operate/activate before the specific equipment reaches a pressure or vacuum situation outside of normal range. The pressure/vacuum relief valve will activate and bring the equipment to a safe condition and pipe the

associated vapors to the facility's flares or another safe location.

- Flares will be used as part of Project YaREN to safely pipe and control gases from the facility during planned maintenance, start-up, and shutdown activities as well as unlikely and infrequent upset conditions. Flare systems and associated piping bring emissions to an elevated release point – away from people and equipment. The flares' pilot lights and flared gas flow rates and heating values will be continuously monitored and recorded to demonstrate operation within safe and environmentally protective conditions.
- Equipment will be selected with design pressure and temperature ratings that, in many cases, will be more stringent than the minimum ratings specified in applicable design codes and standards.

3.9 Industry Design Standards, Codes, and Regulatory Compliance

Project design must be conducted by licensed professional engineers and overseen by expert agencies, each with duties and expertise to uphold public health, safety, and welfare. The permits and consultations described in Section 2.3 establish various levels of authorization, verification, and third-party enforcement, in addition to design, construction, and operations oversight. In addition to these regulatory permits and consultations, Project YaREN also is subject to extensive design codes, procedures, and other regulatory requirements. A summary of many of these relevant design and operational requirements, standards, and codes is included in this section.

3.9.1 Agencies and Standard-Setting Organizations

Project YaREN will comply with the applicable regulatory programs and industry standards outlined below, in addition to the detailed project-specific conditions of its environmental permits and consultations.

- **Occupational Safety and Health Administration (OSHA).** OSHA sets and enforces standards to ensure safe and healthy working conditions, reducing the risk of industrial accidents and releases. There are a number of OSHA regulations that are specifically applicable to the project, including:
    - 29 CFR §1910.111 Anhydrous Ammonia: This section sets forth requirements for the safe storage and handling of anhydrous ammonia to prevent accidental releases and ensure the safety of workers and the public.
    - 29 CFR §1910.38 Emergency Action Plans and §1910.120 Emergency Response: These sections require industrial facilities of all types to develop and implement appropriate emergency action plans and procedures for responding to the facility's specific hazardous substance, providing for the safety of employees and, by extension, the surrounding communities during emergencies.
    - 29 CFR §1910.119 Process Safety Management (PSM): This section mandates the management of hazards associated with certain processes using hazardous chemicals to prevent accidental releases and provide for safe operation.
- **U.S. Environmental Protection Agency (EPA).** EPA enforces regulations that limit pollution and hazardous emissions and discharges from facilities, providing for protection and maintenance of air and water quality. In addition to overseeing state implementation of the air and water permits described in Section 2.3, EPA also directly administers its Risk Management Program:
    - 40 CFR Part 68 Subpart E Emergency Response and Subpart G Risk Management Plan (RMP): These regulations require facilities to develop emergency response programs and risk management plans to mitigate the effects of chemical accidents and protect public health and the environment. The EPA RMP and related programs coordinate and overlap with the OSHA

PSM program, described above, to provide various perspectives and, as a result, multiple layers of consideration and safeguarding against potential hazards associated with manufacturing facilities.

- **Department of Transportation (US DOT).** The US DOT regulates the transportation of hazardous materials, including by pipeline, rail, and truck.
- **United States Coast Guard.** In addition to the recommendations and assessments described in Section 2.3, the Coast Guard has the authority over waterways to enforce safe navigation and over vessels to prevent pollution and provide for marine safety.
- **U.S. Army Corps of Engineers.** In relation to Project YaREN, the Army Corps' principal roles relate to permitting approvals and consultations described in Section 2.3.
- **Office of Response and Restoration (OR&R).** OR&R is part of the National Oceanic and Atmospheric Administration and administers programs and regulations related to the prevention, response, and restoration of coastal environmental damage from hazardous materials and other pollutants.
- **Texas Commission on Environmental Quality (TCEQ).** TCEQ is the state agency responsible for protecting public health and the environment. TCEQ permitting and reviews for Project YaREN are further described in Section 2.3.

3.9.2 Other Key Industry Safety Standards

In addition, as part of its design, operation, and construction philosophy, ICAP will follow recognized and generally accepted good engineering practices (RAGAGEP), which have been developed by domestic and international governmental, non-governmental, and third-party engineering, health and safety, fire protection, electrical, construction and manufacturing organizations. These standards represent over a century's worth of experience in commercial and industrial operations. Such standards undergo periodic reviews and revisions based on learnings from past events, new and developing technologies, and evolving regulatory requirements. Project YaREN will implement the multitude of the standards from these organizations that are applicable to its Ingleside ammonia manufacturing operation, to establish a safe and protective production facility. These standards organizations include but are not necessarily limited to those from the following organizations:

- American Concrete Institute (ACI)
- American Industrial Hygiene Association (AIHA)
- American National Standards Institute (ANSI)
- American Petroleum Institute (API)
- American Society of Civil Engineers (ASCE)
- American Society for Testing and Materials (ASTM)
- Compressed Gas Association (CGA)
- Institute of Electrical and Electronics Engineers (IEEE)
- International Society of Automation (ISA)
- International Organization for Standards (ISO)
- Manufacturers Standardization Society (MSS)
- National Association of Corrosion Engineers (NACE)
- National Fire Protection Association (NFPA)

- User Association of Automation Technology in Process Industries (NAMUR)
- National Electrical Manufacturers Association (NEMA)
- Society for Protective Coatings (SSPC)
- Underwriters Laboratories (UL)
- Welding Research Council (WRC)

3.10 Detailed Safety Studies / Process Hazard Analyses

OSHA's Process Safety Management (PSM) and EPA's Risk Management Program (RMP) require initial development and ongoing review/update of a project's detailed safety studies and Process Hazard Analyses (PHAs). A complete PHA, comprising the following sequential steps, will be executed during the front-end engineering design (FEED) stage of the project. This PHA will be kept active and updated regularly during the engineering phase as well as throughout facility construction and operational lifecycles:

- **Hazard Identification (HAZID)** - a preliminary risk assessment technique used to identify potential hazards in the early stages of a project. It is typically conducted during the conceptual design or feasibility study phase. The primary goal of HAZID is to identify the possible hazards that could impact the safety, environment, and operability of a facility. This early identification allows for the incorporation of safety measures into the project design before significant investments are made.
- **Hazards and Operability study (HAZOP)** - systematic examination of a process or operation to identify potential hazards and problems. The goal of a HAZOP study is to find potential hazards before they happen, evaluate their possible impact, and evaluate how to avoid them.
- **Layers of Protection Analysis (LOPA)** - evaluates the likelihood of a harmful event occurring in a system. LOPA assesses the frequency of events that could cause a hazard, the likelihood of protection layers failing, and the consequences of those failures.
- **Safety Integrity Level (SIL)** - measure of how well a safety system needs to be designed in terms of its ability to avoid failure. It is a relative level of risk reduction that a safety function provides, or a target level of risk reduction that needs to be achieved.
- **Quantitative Risk Analysis (QRA)** - the process of identifying, analyzing and evaluating risks of the project.

3.11 Emergency Response Planning

ICAP understands the importance of a robust Emergency Response Plan (ERP) in keeping its community, its personnel, and its manufacturing facility safe and protective of health and environment throughout the region. The facility will develop and implement an Incident Command System (ICS), which will be activated in case of an emergency. This ICS will allow for communication with employees, local officials, professional and local fire-fighters, and other first responders. Additionally, government authorities and city officials will be notified as stakeholders in the ICS.

Industry-standard[15] Emergency Response Guidelines (ERG) generally suggest evacuation zones for community

[15] Occupational Health and Safety Administration (OSHA), National Institute of Occupational Safety and Health (NIOSH), Department

management during various product releases, spills, fires, or similar hazards. ICAP will develop the manufacturing ERPs for Project YaREN during the detailed design and construction phases of the project, well in advance of the facility's first operation. These plans will be developed in collaboration with experienced facility operators, local emergency responders, and subject matter experts. ICAP will communicate with the community through focus groups – City officials, first responders, neighborhoods, and others – during ERP development to receive input and provide information about its plans for emergency response in various theoretical situations.

ERPs also will be developed for the construction phase of the project, so the construction team also adheres to safety regulations and requirements and has plans in place to protect the community during the development of the site.

3.11.1 Site-specific ERP

Site-specific ERPs will be developed during detailed engineering in coordination with other safety studies, which will address fire, chemical release, spills, and natural hazards scenarios. The plans will include:

- Emergency preparedness objectives, policies, resources, and training requirements
- Pre-incident plans, which will be established using standards such as NFPA 1660 detailing the end-to-end pre-planning process, covering topics ranging from physical and site considerations and occupancy considerations to water supplies and fire protection systems, emergency shutdown systems or processes, incident operations, and plan maintenance.
- Emergency response, communication plans with established roles, direct responsibilities, contact process for facility personnel, onsite response teams, offsite response teams, public emergency services, and community outreach.
- ICS, which is a management tool used to coordinate and control emergency responses. The ICS is a standardized approach that allows agencies to work together using common procedures and terminology. The ICS helps ensure that responders from multiple agencies can work effectively together. It complements other aspects and addresses clear and efficient methods for command, operations, planning, logistics, and finance. Industry standards such as NFPA 1550 help unify methods used.
- Egress plans, which address various events and levels impacting immediately local personnel, production area, site-wide, or offsite areas near the facility property. Notification, traffic control, and similar tactics are addressed in coordination with Local Emergency Planning Committees and other public entities.

3.11.2 Training and Mutual Aid

Onsite and offsite emergency response teams will be trained and equipped with necessary resources to respond to incidents. This collaboration is anticipated to involve employees, hired professionals, and mutual aid agreements with other skilled and trained emergency response teams. Training will be highly structured, at established frequencies, with appropriate tools, and follow necessary qualifications from industry standards such as NFPA 1081 for fire brigades.

of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Environmental Protection Agency (EPA).

4 Exhibits

Exhibit A – Proposed Facility Layout
Exhibit B – Representative Safety Data Sheets (SDS)
Exhibit C – Federal & State Permits Authorizing Project YaREN and Related Projects

Exhibit A – Proposed Facility Layout

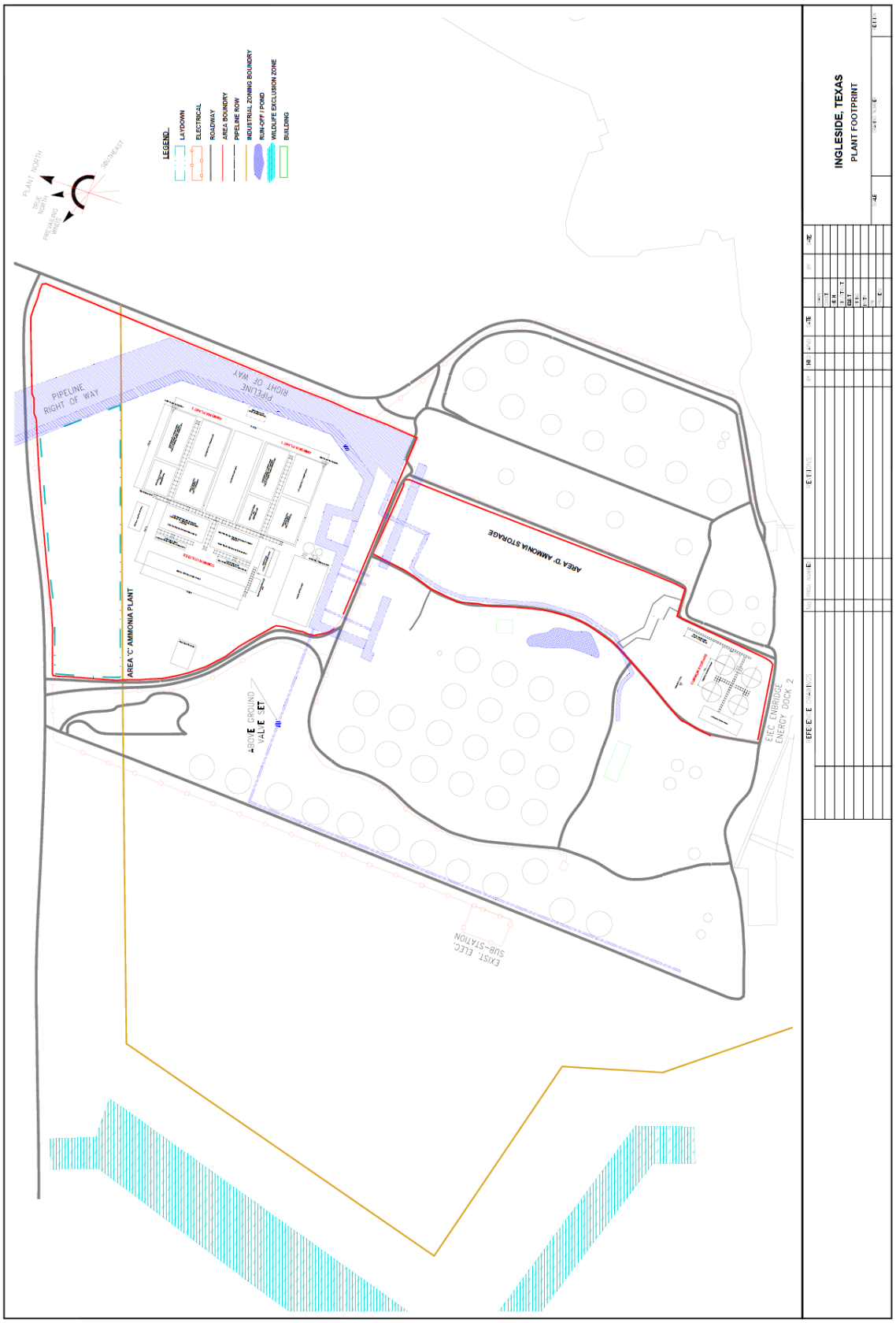

INGLESIDE, TEXAS
PLANT FOOTPRINT
LEGEND
LAYDOWN
ELECTRICAL
ROADWAY
AREA BOUNDARY
PIPELINE ROW
INDUSTRIAL ZONING BOUNDRY
RUN-OFF / POND
WILDLIFE EXCLUSION ZONE
BUILDING
PLANT NORTH
TRUE NORTH
PROCESS NORTH
SOUTHEAST
PIPELINE RIGHT OF WAY
PIPELINE RIGHT OF WAY
AREA 'C' AMMONIA PLANT
AREA 'D' AMMONIA STORAGE
ABOVE GROUND VALVE SET
EXIST ELEC SUB-STATION
EIEC ENGRIDGE ENERGY DOCK 2

Exhibit B – Representative Safety Data Sheets (SDS)

Date of issue/ Date of revision	:	06/27/2025
Date of previous issue	:	06/17/2022
Version	:	2.0

SAFETY DATA SHEET

Anhydrous Ammonia

Section 1. Identification

GHS product identifier	:	Anhydrous Ammonia
Product type	:	gas (Liquefied gas.)
Product code	:	PA001U

Uses

Area of application	:	Industrial applications, Professional applications

Supplier

Supplier's details	:	Yara Clean Ammonia US Inc.

Address

Street	:	100 North Tampa Street, Suite 3800
Postal code	:	33602
City	:	Tampa, FL
Country	:	United States
Telephone number	:	+1 813 222 5700
Fax no.	:	+1 813 875 5735
e-mail address of person responsible for this SDS	:	yna-hesq@yara.com
Emergency telephone number (with hours of operation)	:	US: Chemtrec 24-hours Emergency Response: 1-800-424-9300 Canada: 24 Hour Emergency Service, CHEMTREC 1-800-424-9300

National advisory body/Poison Center

Name	:	The National Poisons Emergency number
Telephone number	:	1 800 222 1222

Section 2. Hazards identification

OSHA/HCS status	:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Classification of the substance or mixture.	:	FLAMMABLE GASES - Category 2 GASES UNDER PRESSURE - Liquefied gas ACUTE TOXICITY (inhalation) - Category 3 SKIN CORROSION - Category 1B SERIOUS EYE DAMAGE - Category 1

AQUATIC HAZARD (ACUTE) - Category 1
AQUATIC HAZARD (LONG-TERM) - Category 2

GHS label elements

Hazard pictograms :

Signal word : Danger

Hazard statements :

H221	Flammable gas.
H280	Contains gas under pressure; may explode if heated.
H314	Causes severe skin burns and eye damage.
H331	Toxic if inhaled.
H400	Very toxic to aquatic life.
H411	Toxic to aquatic life with long lasting effects.

Precautionary statements

Prevention :

P280	Wear protective gloves/clothing and eye/face protection.
P260	Do not breathe gas or vapour.

Response :

P305	IF IN EYES:
P351	Rinse cautiously with water for several minutes.
P338	Remove contact lenses, if present and easy to do. Continue rinsing.
P304	IF INHALED:
P340	Remove person to fresh air and keep comfortable for breathing.
P310	Immediately call a POISON CENTER or doctor/physician.
P303	IF ON SKIN (or hair):
P361	Take off immediately all contaminated clothing.
P353	Rinse skin with water.

Storage :

P410 + P403	Protect from sunlight. Store in a well-ventilated place.

Hazards not otherwise classified : None known.

Additional information : Liquid can cause burns similar to frostbite.

Section 3. Composition/information on ingredients

Substance/mixture : Substance

CAS number/other identifiers

Other means of identification : ammonia, anhydrous
CAS number : 7664-41-7

Ingredient name	%	CAS number
Ammonia	100	7664-41-7

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified and hence require reporting in this section.
Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention immediately.

Inhalation : If inhaled, remove to fresh air. Get medical attention immediately. If not breathing, give artificial respiration. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If necessary, call a poison center or physician.

Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Flush contaminated skin with plenty of water. Do not rub affected area. Get medical attention immediately. Remove contaminated clothing and shoes. To avoid the risk of static discharges and gas ignition, soak contaminated clothing thoroughly with water before removing it. Get medical attention if symptoms occur. In case of contact with liquid, warm frozen tissues slowly with lukewarm water and get medical attention. Chemical burns must be treated promptly by a physician.

Ingestion : Not applicable (gas). Get medical attention. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Ingestion of liquid can cause burns similar to frostbite. If frostbite occurs, get medical attention. As this product rapidly becomes a gas when released, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye damage. Liquid can cause burns similar to frostbite.

Inhalation : Toxic if inhaled. Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.

Skin contact : Causes severe burns. Dermal contact with rapidly evaporating liquid could result in freezing of the tissues or frostbite.

Ingestion : May cause burns to mouth, throat and stomach. Ingestion of liquid can cause burns similar to frostbite.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following: pain, watering, redness, frostbite (Cryogenic burn)

Inhalation : Adverse symptoms include the following: wheezing and breathing

difficulties, asthma

Skin contact : Adverse symptoms may include the following: pain or irritation, frostbite (Cryogenic burn), blistering may occur

Ingestion : Adverse symptoms may include the following: frostbite (Cryogenic burn)

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments : No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : In case of fire, allow gas to burn if flow cannot be shut off immediately. Use an extinguishing agent suitable for the surrounding fire. Apply water from a safe distance to cool container and protect surrounding area.

Unsuitable extinguishing media : None identified.

Specific hazards arising from the chemical : Contains gas under pressure. Flammable gas. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. This material is very toxic to aquatic life. This material is toxic to aquatic life with long lasting effects. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Hazardous thermal decomposition products : Decomposition products may include the following materials: nitrogen oxides, Avoid breathing dusts, vapors or fumes from burning materials., In case of inhalation of decomposition products in a fire, symptoms may be delayed.

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool. If involved in fire, shut off flow immediately if it can be done without risk. If this is impossible, withdraw from area and allow fire to burn. Fight fire from protected location or maximum possible distance. Eliminate all ignition sources if safe to do so.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode. For incidents involving large quantities, thermally insulated undergarments and thick textile or leather gloves should be worn.

Remark : Flammable
Remark : Non-explosive.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : Accidental releases pose a serious fire or explosion hazard. No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see Section 8).

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities. Collect spillage.

Methods and materials for containment and cleaning up

Small spill : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment.

Large spill : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Do not get in eyes or on skin or clothing. Contains gas under pressure. Do not breathe gas. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking

and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Store locked up. Eliminate all ignition sources. Keep container tightly closed and sealed until ready for use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Ammonia (Ammonia)	**OSHA PEL 1989 (1989-03-01). [Ammonia]** STEL 27 mg/m3 35 ppm **OSHA PEL (1993-06-30). [Ammonia]** TWA 35 mg/m3 50 ppm **NIOSH REL (1994-06-01). [AMMONIA]** TWA 18 mg/m3 25 ppm STEL 27 mg/m3 35 ppm **ACGIH TLV (1994-09-01). [Ammonia]** TWA 17 mg/m3 25 ppm STEL 24 mg/m3 35 ppm **CAL OSHA PEL (2018-05-16). [ammonia]** STEL 27 mg/m3 35 ppm TWA 18 mg/m3 25 ppm

Biological exposure indices

No exposure indices known.

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : A washing facility or water for eye and skin cleaning purposes should be present. Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Wash contaminated clothing before reusing.

Eye/face protection : Safety eyewear complying with an approved standard should

be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts.
Recommended: full-face mask, Europe:, CEN: EN136, If inhalation hazards exist, a full-face respirator may be required instead.

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. For general applications, we recommend gloves with a thickness typically greater than 0.35 mm. It should be emphasized that glove thickness is not necessarily a good predictor of glove resistance to a specific chemical, as the permeation efficiency of the glove will be dependent on the exact composition of the glove material. If contact with the liquid is possible, insulated gloves suitable for low temperatures should be worn.
> 8 hours (breakthrough time): butyl rubber, PTFE, Viton®

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary.
Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Personal protective equipment (Pictograms) :

Section 9. Physical and chemical properties and safety characteristics

The conditions of measurement of all properties are at standard temperature and pressure unless otherwise indicated.

Appearance

Physical state : gas [Liquefied gas.]
Color : Colorless.,
Odor : Pungent.
Odor threshold : 5 ppm
pH : Not applicable.

Melting point/freezing point : -78 °C (-108 °F)

Boiling point or initial boiling point and boiling range : -33 °C (-27 °F)

Flash point : Not applicable.

Flammability : Flammable
Lower and upper explosion limit/flammability limit : **Lower:** 15 %(V)
Upper: 27 %(V)

Vapor pressure	:	8,611 hPa @ 20 °C (68 °F)
Relative vapor density	:	0.6 [Air = 1]
Relative density	:	0.682 @ -33.4 °C (-28.1 °F)
Density	:	Not applicable.
Solubility in water	:	510 - 531 g/l @ 20 °C (68 °F)
Partition coefficient: n-octanol/water	:	Not applicable.
Auto-ignition temperature	:	651 °C (1204 °F)
Decomposition temperature	:	Not applicable.
Viscosity	:	**Dynamic:** 0.22 mPa.s **Kinematic:** Not determined.
Molecular weight	:	17.04 g/mol
Explosive properties	:	Non-explosive.
Oxidizing properties	:	Non-oxidizer. No oxidizing ingredients present.

Particle characteristics

Median particle size	:	Not applicable.

Section 10. Stability and reactivity

Reactivity	:	No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	:	The product is stable.
Possibility of hazardous reactions	:	Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	:	Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.
Incompatible materials	:	No specific data.
Hazardous decomposition products	:	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Method	Species	Result	Exposure
Ammonia				
	LC50 Inhalation Vapor	Rat	7.939 mg/l	1 h

Conclusion/Summary : Toxic if inhaled.

Irritation/Corrosion

Conclusion/Summary

Skin : Corrosive.

Eyes : Causes serious eye damage.

Respiratory : Corrosive to the respiratory system.

Sensitization

Conclusion/Summary
Skin : Not sensitizing
Respiratory : Not sensitizing

Mutagenicity

Conclusion/Summary : No known significant effects or critical hazards.

Carcinogenicity

Product/ingredient name	Method	Species	Result	Exposure
Ammonia				
	OECD 453 Oral	Rat	Negative NOAEL 67 mg/kg bw/day	Not applicable.

Conclusion/Summary : No known significant effects or critical hazards.

Reproductive toxicity

Product/ingredient name	Method	Species	Result	Exposure
Ammonia				
	OECD 422 Oral	Rat	Fertility effects- Negative NOAEL 408 mg/kg bw/day	28 days
	OECD 414 Oral	Rabbit	Developmental- Negative NOAEL 100 mg/kg bw/day	28 days
	Inhalation	Pig	Developmental- Negative NOAEC 25 mg/m³	6 weeks

Conclusion/Summary : No known significant effects or critical hazards.

Specific target organ toxicity (single exposure)
No known significant effects or critical hazards.

Specific target organ toxicity (repeated exposure)
No known significant effects or critical hazards.

Aspiration hazard

No known significant effects or critical hazards.

Information on the likely routes of exposure : Not available.

Potential acute health effects

Eye contact : Causes serious eye damage. Liquid can cause burns similar to frostbite.

Inhalation : Toxic if inhaled. Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.

Skin contact : Causes severe burns. Dermal contact with rapidly evaporating liquid could result in freezing of the tissues or frostbite.

Ingestion : May cause burns to mouth, throat and stomach. Ingestion of liquid can cause burns similar to frostbite.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following: pain, watering, redness, frostbite (Cryogenic burn)

Inhalation : Adverse symptoms include the following: wheezing and breathing difficulties, asthma

Skin contact : Adverse symptoms may include the following: pain or irritation, frostbite (Cryogenic burn), blistering may occur

Ingestion : Adverse symptoms may include the following: frostbite (Cryogenic burn)

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Reproductive toxicity : No known significant effects or critical hazards.

Effects on or via lactation : No known significant effects or critical hazards.

Other effects : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact : Adverse symptoms may include the following: pain, watering, redness, frostbite (Cryogenic burn)

Inhalation : Adverse symptoms include the following: wheezing and breathing difficulties, asthma

Skin contact : Adverse symptoms may include the following: pain or irritation, frostbite (Cryogenic burn), blistering may occur

Ingestion : Adverse symptoms may include the following: frostbite (Cryogenic burn)

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral	Dermal	Inhalation (gases)	Inhalation (vapors)	Inhalation (dusts and mists)
Ammonia	N/A	N/A	700 ppm	3.9695 mg/l	N/A

Section 12. Ecological information

Toxicity

Product/ingredient name	Method	Species	Result	Exposure
Ammonia				
	Acute LC50 Fresh water	Fish	0.89 mg/l	96 h
	Acute LC50 Fresh water	Daphnia	101 mg/l	48 h
	Acute EC50 Fresh water	Algae	3,283.2 mg/l	72 h
	Chronic NOEC Fresh water	Fish	0.0135 mg/l	60 d
	Chronic NOEC Fresh water	Daphnia	0.961 mg/l	21 d

Conclusion/Summary : Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Persistence and degradability

Conclusion/Summary : Readily biodegradable in plants and soils.

Bioaccumulative potential

Product/ingredient name	LogPow	BCF	Potential
Ammonia	0.23	Not applicable.	Low

Conclusion/Summary : No known significant effects or critical hazards.

Mobility in soil

Soil/Water partition coefficient : Not available.

Mobility : Not available.

Other adverse effects : No known significant effects or critical hazards.

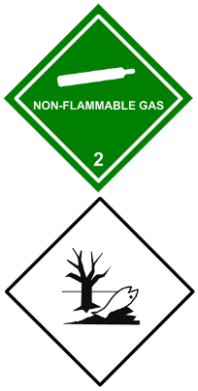
Section 13. Disposal considerations

Product

Methods of disposal : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and

any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty pressure vessels should be returned to the supplier. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	UN1005	1005	1005
UN proper shipping name	AMMONIA, ANHYDROUS	AMMONIA, ANHYDROUS Marine pollutant (ammonia, anhydrous)	AMMONIA, ANHYDROUS
Transport hazard class(es)	2.2 	2.3	2.3
Packing group			
Environmental hazards	Yes.	Yes.	Yes.

Additional information

DOT Classification : Inhalation hazard

IMDG : **IMDG Code Segregation group** SG18
Emergency schedules (EmS) F-C, S-U

Special precautions for user : Transport within user's premises: Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to IMO instruments

Proper shipping name : Not applicable.

Section 15. Regulatory information

United States

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined
EPA Clean water act (CWA) section 311 - Hazardous substances: Ammonia;
EPA Clean air act (CAA) section 112 - Accidental release prevention - Toxic substances: AmmoniaAmmonia (anhydrous)Ammonia;

Clean Air Act Section 112(b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302/304
AMMONIA	100	Yes.	**SARA 302 TPQ:** 500 lb(s) **SARA 304 RQ:** 100 lb(s)

SARA 304 RQ :

SARA 311/312

Classification : FLAMMABLE GASES - Category 2
GASES UNDER PRESSURE - Liquefied gas
ACUTE TOXICITY - inhalation - Category 3
SKIN CORROSION - Category 1B
SERIOUS EYE DAMAGE - Category 1

Composition/information on ingredients

Name	%	Classification
Ammonia	100	GASES UNDER PRESSURE - Compressed gas FLAMMABLE GASES - Category 2

		ACUTE TOXICITY - inhalation - Category 3 SKIN CORROSION - Category 1B SERIOUS EYE DAMAGE - Category 1

SARA 313

Form R - Reporting requirements

Product name	CAS number	%
Ammonia	7664-41-7	100

Supplier notification

Product name	CAS number	%
Ammonia	7664-41-7	100

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

State regulations

Massachusetts : The following components are listed: Ammonia

New York : None of the components are listed.

New Jersey : The following components are listed: AMMONIAAmmonia

Pennsylvania : The following components are listed: AMMONIAAmmonia

California Prop. 65

⚠ **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

Inventory list

Philippines inventory (PICCS): All components are listed or exempted.
New Zealand Inventory of Chemicals (NZIoC): All components are listed or exempted.
Korea inventory: All components are listed or exempted.
Japan inventory (CSCL): All components are listed or exempted.
Japan inventory (ISHL): All components are listed or exempted.
China inventory (IECSC): All components are listed or exempted.
Australia inventory (AIIC): All components are listed or exempted.
Taiwan Chemical Substances Inventory (TCSI): All components are listed or exempted.
Taiwan Chemical Substances Inventory (TCSI): All components are listed or exempted.
United States inventory (TSCA 8b): All components are active or exempted.
EC INVENTORY (EINECS/ELINCS): All components are listed or exempted.
Canada: All components are listed or exempted.
Thailand: All components are listed or exempted.
Turkey: All components are listed or exempted.
Viet Nam: All components are listed or exempted.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

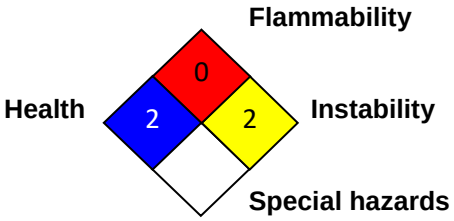
Health	/	3
Flammability		4

Physical hazards	3

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on MSDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.
The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

Chronic toxicity:
- : No data available.
*** :** Carcinogen, Target organs, Reproductive effects, Sensitizer to lungs

National Fire Protection Association (U.S.A.)



Procedure used to derive the classification

Classification	Justification
FLAMMABLE GASES - Category 2	Expert judgment
GASES UNDER PRESSURE - Liquefied gas	On basis of test data
ACUTE TOXICITY (inhalation) - Category 3	Calculation method
SKIN CORROSION - Category 1B	Calculation method
SERIOUS EYE DAMAGE - Category 1	Calculation method
AQUATIC HAZARD (ACUTE) - Category 1	Calculation method
AQUATIC HAZARD (LONG-TERM) - Category 2	Calculation method

History

Date of printing : 07/14/2025
Date of issue/Date of revision : 06/27/2025
Date of previous issue : 06/17/2022
Revision comments : The following section contains updated information: 2,12,14
Version : 2.0
Prepared by : Product Stewardship and Compliance (PSC).
Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of

1978. ("Marpol" = marine pollution)
N/A = Not available
SGG = Segregation Group
UN = United Nations

Key data sources **:** EU REACH ECHA/IUCLID5 CSR.
National Institute for Occupational Safety and Health, U.S. Dept. of Health, Education, and Welfare, Reports and Memoranda Registry of Toxic Effects of Chemical Substances.
Sphera Solutions Inc., 4777 Levy Street, St Laurent, Quebec HAR 2P9, Canada.
EU REACH ECHA/IUCLID5 CSR.
National Institute for Occupational Safety and Health, U.S. Dept. of Health, Education, and Welfare, Reports and Memoranda Registry of Toxic Effects of Chemical Substances.
Sphera Solutions Inc., 4777 Levy Street, St Laurent, Quebec HAR 2P9, Canada.

|| Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

Safety Data Sheet

SECTION 1 IDENTIFICATION

DIESEL FUEL (GENERIC)

Recommended Use: Fuel
Restrictions on Use: Consult supplier when used other than those specified.
Other means of identification: Not applicable
Company Identification
Chevron Products Company
1400 Smith Street
Houston, TX 77002
United States of America

Transportation Emergency Response
CHEMTREC: (800) 424-9300 or (703) 527-3887
Health Emergency
Chevron Emergency & Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623
Product Information
SDS Requests: http://www.chevron.com/contact/
Technical Information: (510) 242-5357

SPECIAL NOTES: This SDS covers all Chevron, Texaco and Calco CARB & non-CARB Diesel No. 2 Fuels. The sulfur content is less than 0.5% (mass). Red dye is added to non-taxable fuel. (SDS 6894)
SPECIAL NOTES: This SDS covers all Chevron and Calco CARB Low Sulfur Diesel No. 2 Fuels. Red dye is added to non-taxable fuel. (SDS 7098)

SECTION 2 HAZARDS IDENTIFICATION

CLASSIFICATION:
- Flammable liquid: Category 3.
- Acute inhalation toxicant: Category 4.
- Aspiration toxicant: Category 1.
- Carcinogen: Category 1B.
- Skin irritation: Category 2.
- Target organ toxicant (central nervous system): Category 3.
- Target organ toxicant (repeated exposure): Category 2.
- Acute aquatic toxicant: Category 2.
- Chronic aquatic toxicant: Category 2.

Signal Word: Danger

Physical Hazards:

- Flammable liquid and vapour.

Health Hazards:

- May be fatal if swallowed and enters airways.
- Causes skin irritation.
- Harmful if inhaled.
- May cause drowsiness or dizziness.
- May cause cancer.
- May cause damage to organs (Blood/Blood Forming Organs, Liver, Thymus) through prolonged or repeated exposure.

Environmental Hazards:

- Toxic to aquatic life with long lasting effects.

PRECAUTIONARY STATEMENTS:

General:

- Keep out of reach of children.
- Read label before use.

Prevention:

- Obtain special instructions before use.
- Do not handle until all safety precautions have been read and understood.
- Keep away from heat, sparks, open flames, and hot surfaces. - No smoking.
- Keep cool.
- Ground and bond container and receiving equipment.
- Use explosion-proof electrical, ventilating, lighting, and equipment.
- Use only non-sparking tools.
- Take precautionary measures against static discharge.
- Do not breathe fume, gas, mist, vapours, or spray.
- Wash thoroughly after handling.
- Use only outdoors or in a well-ventilated area.
- Avoid release to the environment.
- Wear protective gloves, protective clothing, eye protection, and face protection.

Response:

- IF SWALLOWED: Immediately call a POISON CENTER, doctor, or physician.
- IF ON SKIN: Wash with plenty of soap and water.
- IF INHALED: Remove person to fresh air and keep comfortable for breathing.
- IF exposed or concerned: Get medical advice or attention.
- Specific treatment (see Notes to Physician on this label).
- Do NOT induce vomiting.
- If skin irritation occurs: Get medical advice or attention.
- Take off contaminated clothing and wash it before reuse.
- In case of fire: Use media specified in the SDS to extinguish.
- Collect spillage.

Storage:

- Store in a well-ventilated place. Keep container tightly closed.
- Store locked up.

Disposal:

- Dispose of contents and container in accordance with applicable local, regional, national, and international regulations.

HAZARDS NOT OTHERWISE CLASSIFIED: Not Applicable

SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Diesel Fuel No. 2	68476-34-6	95 - 100 %vol/vol
Alkanes, C10-20-branched and linear	928771-01-1	0 - 5 %vol/vol
Fatty Acid Methyl Esters (FAME)	Mixture	0 - 5 %vol/vol
Naphthalene	91-20-3	0.02 - 0.2 %vol/vol
Total sulfur	Mixture	0 - 5000 ppm (weight)

SECTION 4 FIRST AID MEASURES

Description of first aid measures
Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.
Skin: Wash skin with water immediately and remove contaminated clothing and shoes. Get medical attention if any symptoms develop. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.
Ingestion: If swallowed, get immediate medical attention. Do not induce vomiting. Never give anything by mouth to an unconscious person.
Inhalation: Move the exposed person to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention if breathing difficulties continue or if any other symptoms develop.

Most important symptoms and effects, both acute and delayed
IMMEDIATE HEALTH EFFECTS
Eye: Not expected to cause prolonged or significant eye irritation.
Skin: Contact with the skin causes irritation. Skin contact may cause drying or defatting of the skin. Symptoms may include pain, itching, discoloration, swelling, and blistering. Contact with the skin is not expected to cause an allergic skin response.
Ingestion: Highly toxic; may be fatal if swallowed. Because of its low viscosity, this material can directly enter the lungs, if swallowed, or if subsequently vomited. Once in the lungs it is very difficult to remove and can cause severe injury or death. May be irritating to mouth, throat, and stomach. Symptoms may include pain, nausea, vomiting, and diarrhea.
Inhalation: Harmful if inhaled. Excessive or prolonged breathing of this material may cause central nervous system effects. Central nervous system effects may include headache, dizziness, nausea, vomiting, weakness, loss of coordination, blurred vision, drowsiness, confusion, or disorientation. At extreme exposures, central nervous system effects may include respiratory depression, tremors or convulsions, loss of consciousness, coma or death.

DELAYED OR OTHER HEALTH EFFECTS:
Cancer: Whole diesel engine exhaust has been classified as a Group 1 carcinogen (probably carcinogenic to humans) by the International Agency for Research on Cancer (IARC). Prolonged or repeated exposure to this material may cause cancer. Contains naphthalene, which has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC).
Target Organs: Contains material that may cause damage to the following organ(s) following repeated inhalation at concentrations above the recommended exposure limit based on animal data: Liver Blood/Blood Forming Organs Thymus See Section 11 for additional information. Risk depends on duration and level of exposure.

Indication of any immediate medical attention and special treatment needed
Note to Physicians: Ingestion of this product or subsequent vomiting may result in aspiration of light hydrocarbon liquid, which may cause pneumonitis.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish flames.
UNSUITABLE EXTINGUISHING MEDIA: No data available
Unusual Fire Hazards: See Section 7 for proper handling and storage.

PROTECTION OF FIRE FIGHTERS:
Fire Fighting Instructions: For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.
Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures: Observe all relevant local and international regulations. Eliminate all sources of ignition in the vicinity of the spill or released vapor. If this material is released into the work area, evacuate the area immediately. Monitor area with combustible gas indicator. Keep out unnecessary and unprotected personnel. Persons entering the contaminated area to correct the problem or to determine whether it is safe to resume normal activities must comply with all instructions and wear appropriate personal protective equipment as indicated in Section 8.
Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. All equipment used when handling the product must be grounded. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.
Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.
Precautionary Measures: This material presents a fire hazard. Liquid quickly evaporates and forms vapor (fumes) which can catch fire and burn with explosive violence. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches. Fire hazard is greater as liquid temperature rises above -10C (15F). Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe vapor or fumes. Do not breathe mist. Wash thoroughly after handling. Keep out of the reach of children.
Unusual Handling Hazards: WARNING! Do not use as portable heater or appliance fuel. Toxic fumes may accumulate and cause death. Slow heat generation may occur with oil-soaked rags, spent filter aids and spent absorbent material and may cause spontaneous combustion if stored near combustibles and not handled properly. Store biodiesel soaked rags, filter aids, and spill absorbent material in approved safety disposal containers and dispose of properly. Biodiesel soaked rags may be washed with soap and water and allowed to dry in well ventilated area.
Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by

themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.
Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

General Storage Information: DO NOT USE OR STORE near heat, sparks, flames, or hot surfaces . USE AND STORE ONLY IN WELL VENTILATED AREA. Keep container closed when not in use.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:
Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the workplace when designing engineering controls and selecting personal protective equipment (PPE). If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, refer to PPE information below.

Factors that affect PPE include, but are not limited to: properties of the chemical, other chemicals which may contact the same PPE, physical requirements (fit & sizing, cut/puncture protection, dexterity, thermal protection, etc.), and potential allergic reactions to the PPE material. It is the responsibility of the user to read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances. Refer to appropriate CEN standards.

ENGINEERING CONTROLS:
Use general ventilation, local exhaust ventilation, or a combination of both.

PERSONAL PROTECTIVE EQUIPMENT
Eye/Face Protection: Wear protective equipment to prevent eye contact. Selection of protective equipment may include safety glasses, chemical goggles, face shields, or a combination depending on the work operations conducted.
Skin Protection: Wear chemical personal protective equipment (PPE) to prevent skin contact. Selection of chemical protective clothing should be performed by an Occupational Hygienist or Safety Professional and be based upon applicable standards (ASTM F739 or EN 374). Using chemical PPE depends upon operations conducted and may include chemical gloves, boots, chemical apron, chemical suit, and complete facial protection. **Refer to PPE manufacturers to obtain breakthrough time information to determine how long PPE can be used before it needs to be replaced.** Unless specific glove manufacturer data indicates otherwise, the below table is based upon available industry data to assist in the glove selection process and is intended to be used as reference only.

Chemical Glove Material	Thickness (mm)	Typical Breakthrough Time (minutes)
Neoprene	1.4	30
Nitrile	0.5	60
Nitrile	0.11	7
Polyvinyl Chloride (PVC)	1.5	30
Viton Butyl	0.3	240

Respiratory Protection: A site-specific risk assessment should be conducted by an Occupational

Hygienist or a Safety Professional to determine the type and use of respiratory protective equipment. When a site-specific risk assessment determines that respiratory protection is required, use an approved respirator such as:

Air purifying respirator -
If airborne concentration limits exceed the applicable occupational exposure limit, but are below the maximum use concentration.
Vapors only: organic vapor cartridge (filter type A3 per EN 529:2005).
Vapors and particulates (including generated mists): both an organic vapor cartridge & particulate filter (AP3 filter per EN 529:2005).
Refer to respirator manufacturers to obtain service life of cartridge / filter.

Positive pressure air-supplying respirator -
If airborne concentration limits exceed the maximum use concentration offered from an air purifying respirator.

Refer to EN 529:2005, USA OSHA 1910.134, and/or other applicable local/regional/national/international standards for regulatory requirements.

Occupational Exposure Limits:

Component	Agency	Form	TWA	STEL	Ceiling	Notation
Diesel Fuel No. 2	ACGIH	Inhalable fraction and vapor	100 mg/m3	--	--	Skin total hydrocarbon
Diesel Fuel No. 2	ACGIH	Vapor	100 mg/m3	--	--	Skin
Diesel Fuel No. 2	ACGIH	Vapor and aerosol	100 mg/m3	--	--	Skin total hydrocarbon
Diesel Fuel No. 2	CVX	Vapor and aerosol	100 mg/m3	--	--	Skin total hydrocarbon
Naphthalene	ACGIH	--	10 ppm	--	--	Skin
Naphthalene	ACGIH	Vapor	10 ppm	15 ppm	--	A4 Skin
Naphthalene	OSHA Z-1	--	50 mg/m3	--	--	--

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Varies depending on specification
Physical State: Liquid
Odor: Petroleum odor
Odor Threshold: No data available
pH: Not Applicable
Vapor Pressure: 0.04 kPa (Approximate) @ 40 °C (104 °F)
Relative Vapor Density: >1
Initial Boiling Point: 175.6°C (348°F) - 370°C (698°F)
Solubility: Soluble in hydrocarbons; insoluble in water
Freezing Point: Not Applicable
Melting Point: Not Applicable
Specific Gravity: 0.80 - 0.88 @ 15.6°C (60.1°F) (Typical)
Particle Characteristics: Not applicable
Density: No data available

Kinematic Viscosity: 1.9 cSt - 4.1 cSt @ 40°C (104°F)
Evaporation Rate: No data available
Decomposition temperature: No data available
Partition coefficient n-octanol/water (logarithmic value): No data available

FLAMMABLE PROPERTIES:
Flammability (solid, gas): No Data Available

Flashpoint: (Pensky-Martens Closed Cup) 52 °C (125 °F) (Minimum)
Autoignition: 257 °C (494 °F)
Flammability (Explosive) Limits (% by volume in air): Lower: 0.6 Upper: 4.7

SECTION 10 STABILITY AND REACTIVITY

Reactivity: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
Conditions to Avoid: Avoid contact with heat, sparks, fire and oxidizing agents
Possibility of Hazardous Reactions: Hazardous polymerization will not occur. May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
Incompatibility With Other Materials: Not applicable
Hazardous Decomposition Products: None known (None expected)

SECTION 11 TOXICOLOGICAL INFORMATION

Information on toxicological effects
Serious Eye Damage/Irritation: The material is not considered an eye irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Skin Corrosion/Irritation: This material causes skin irritation. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Skin Sensitization: The material is not considered a skin sensitizer. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Dermal Toxicity: The material is not considered a dermal toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Oral Toxicity: The material is not considered an oral toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Inhalation Toxicity: This material is harmful if inhaled. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.
Acute Toxicity Estimate: Not Determined

Germ Cell Mutagenicity: The material is not considered a mutagen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Carcinogenicity: This material may cause cancer. The product has not been tested. The statement is based on evaluation of data for similar materials or product components. Whole diesel engine exhaust has been classified as a Group 1 carcinogen (probably carcinogenic to humans) by the International Agency for Research on Cancer (IARC). Contains naphthalene, which has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC).

Reproductive Toxicity: The material is not considered a reproductive toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Specific Target Organ Toxicity - Single Exposure: This material may cause drowsiness or dizziness. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Specific Target Organ Toxicity - Repeated Exposure: This material may cause damage to organs through prolonged or repeated exposure. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Aspiration Hazard: This material is considered an aspiration hazard based on the kinematic viscosity of the material.

ADDITIONAL TOXICOLOGY INFORMATION:
The National Institute of Occupational Safety and Health (NIOSH) has recommended that whole diesel exhaust be regarded as potentially causing cancer. This recommendation was based on test results showing increased lung cancer in laboratory animals exposed to whole diesel exhaust.

This product contains gas oils.
CONCAWE (product dossier 95/107) has summarized current health, safety and environmental data available for a number of gas oils, typically hydrodesulfurized middle distillates, CAS 64742-80-9, straight-run middle distillates, CAS 64741-44-2, and/or light cat-cracked distillate CAS 64741-59-9.
CARCINOGENICITY: All materials tested have caused the development of skin tumors in mice, but all featured severe skin irritation and sometimes a long latency period before tumors developed. Straight-run and cracked gas oil samples were studied to determine the influence of dermal irritation on the carcinogenic activity of middle distillates. At non-irritant doses the straight-run gas oil was not carcinogenic, but at irritant doses, weak activity was demonstrated. Cracked gas oils, when diluted with mineral oil, demonstrated carcinogenic activity irrespective of the occurrence of skin irritation. Gas oils were tested on male mice to study tumor initiating/promoting activity. The results demonstrated that while a straight-run gas oil sample was neither an initiator or promotor, a blend of straight-run and FCC stock was both a tumor initiator and a promoter.
GENOTOXICITY: Hydrotreated & hydrodesulfurized gas oils range in activity from inactive to weakly positive in in-vitro bacterial mutagenicity assays. Mouse lymphoma assays on straight-run gas oils without subsequent hydrodesulphurization gave positive results in the presence of S9 metabolic activation. In-vivo bone marrow cytogenetics and sister chromatic exchange assay exhibited no activity for straight-run components with or without hydrodesulphurization. Thermally or catalytically cracked gas oils tested with in-vitro bacterial mutagenicity assays in the presence of S9 metabolic activation were shown to be mutagenic. In-vitro sister chromatic exchange assays on cracked gas oil gave equivocal results both with and without S9 metabolic activation. In-vivo bone marrow cytogenetics assay was inactive for two cracked gas oil samples. Three hydrocracked gas oils were tested with in-vitro bacterial mutagenicity assays with S9, and one of the three gave positive results. Twelve distillate fuel samples were tested with in-vitro bacterial mutagenicity assays & with S9 metabolic activation and showed negative to weakly positive results. In one series, activity was shown to be related to the PCA content of samples tested. Two in-vivo studies were also conducted. A mouse dominant lethal assay was negative for a sample of diesel fuel. In the other study, 9 samples of No 2 heating oil containing 50% cracked stocks caused a slight increase in the number of chromosomal aberrations in bone marrow cytogenetics assays. DEVELOPMENTAL TOXICITY: Diesel fuel vapor did not cause fetotoxic or teratogenic effects when pregnant rats were exposed on days 6-15 of pregnancy. Gas oils were applied to the skin of pregnant rats daily on days 0-19 of gestation. All but one (coker light gas oil) caused fetotoxicity (increased resorptions, reduced litter weight, reduced litter size) at dose levels that were also maternally toxic.

This product contains naphthalene.
GENERAL TOXICITY: Exposure to naphthalene has been reported to cause methemoglobinemia and/or hemolytic anemia, especially in humans deficient in the enzyme glucose-6-phosphate dehydrogenase. Laboratory animals given repeated oral doses of naphthalene have developed cataracts.
REPRODUCTIVE TOXICITY AND BIRTH DEFECTS: Naphthalene did not cause birth defects when administered orally to rabbits, rats, and mice during pregnancy, but slightly reduced litter size in mice at dose levels that were lethal to the pregnant females. Naphthalene has been reported to cross the human placenta. GENETIC TOXICITY: Naphthalene caused chromosome aberrations and sister chromatid exchanges in Chinese hamster ovary cells, but was not a mutagen in several other in-vitro tests.CARCINOGENICITY: In a study conducted by the National Toxicology Program (NTP), mice exposed to 10 or 30 ppm of naphthalene by inhalation daily for two years had chronic inflammation of the nose and lungs and increased incidences of metaplasia in those tissues. The incidence of benign lung tumors (alveolar/bronchiolar adenomas) was significantly increased in the high-dose female group but not in the male groups. In another two-year inhalation study conducted by NTP, exposure of rats to 10, 30, and 60 ppm naphthalene caused increases in the incidences of a variety of nonneoplastic lesions in the nose. Increases in nasal tumors were seen in both sexes, including olfactory neuroblastomas in females at 60 ppm and adenomas of the respiratory epithelium in males at all exposure levels. The relevance of these effects to humans has not been established. No carcinogenic effect was reported in a 2-year feeding study in rats receiving naphthalene at 41 mg/kg/day.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY
This material is expected to be toxic to aquatic organisms and may cause long-term adverse effects in the aquatic environment. A series of studies on the acute toxicity of 4 diesel fuel samples were conducted by one laboratory using water accommodated fractions. The range of effective (EC50) or lethal concentrations (LC50) expressed as loading rates were:

48 hour(s) EC50: 20-210 mg/l (Daphnia magna)
96 hour(s) LC50: 21-210 mg/l (Salmo gairdneri)
72 hour(s) EC50: 2.6-25 mg/l (Selenastrum capricornutum)

MOBILITY
No data available.

PERSISTENCE AND DEGRADABILITY
This material is not expected to be readily biodegradable. On release to the environment the lighter components of diesel fuel will generally evaporate but depending on local environmental conditions (temperature, wind, mixing or wave action, soil type, etc.) the remainder may become dispersed in the water column or absorbed to soil or sediment. Diesel fuel would not be expected to be readily biodegradable. In a modified Strum test (OECD method 301B) approximately 40% biodegradation was recorded over 28 days. However, it has been shown that most hydrocarbon components of diesel fuel are degraded in soil in the presence of oxygen. Under anaerobic conditions, such as in anoxic sediments, rates of biodegradation are negligible.
The product has not been tested. The statement has been derived from the properties of the individual components.

POTENTIAL TO BIOACCUMULATE
Bioconcentration Factor: No data available.
Partition coefficient n-octanol/water (logarithmic value): No data available

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by international, country, or local laws and regulations.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: For packages with an Initial Boiling Point > 35 deg C and a Flash Point (PM Closed Cup) >/= 23 deg C but </= 60 deg C: UN1202, GAS OIL, 3, III; OPTIONAL DISCLOSURE: UN1202, GAS OIL, 3, III, MARINE POLLUTANT (DIESEL FUEL) Optional disclosure per 49 CFR when Flash Point (PM Closed Cup) >/= 38 deg C < 93 deg C per 49 173.150 (f): UN1202, GAS OIL, COMBUSTIBLE LIQUID, III; NON-BULK PACKAGES ARE EXEMPTED FROM THE PROVISIONS OF 49 CFR IN USA JURISDICTIONS Optional disclosure as a GHS Environmental Hazard/Marine Pollutant when Flash Point (PM Closed Cup) > 60 deg C: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.(DIESEL FUEL), 9, III, MARINE POLLUTANT (DIESEL FUEL)

IMO/IMDG Shipping Description: For packages with an Initial Boiling Point > 35 deg C and a Flash Point (PM Closed Cup) >/= 23 deg C, </= 60 deg C: UN1202, GAS OIL, 3, III, FLASH POINT SEE SECTION 5 OR 9, MARINE POLLUTANT (DIESEL FUEL); OPTIONAL DISCLOSURE: UN1268, PETROLEUM DISTILLATES, N.O.S. (DIESEL FUEL), 3, III, FLASH POINT SEE SECTION 5 OR 9, MARINE POLLUTANT (DIESEL FUEL) For packages with a Flash Point (PM Closed Cup) > 60 deg C: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DIESEL FUEL), 9, III, MARINE POLLUTANT (DIESEL FUEL)

ICAO/IATA Shipping Description: For packages with an Initial Boiling Point > 35 deg C and a Flash Point (PM Closed Cup) >/= 23 deg C, </= 60 deg C: UN1202, GAS OIL, 3, III For packages with a Flash Point (PM Closed Cup) > 60 deg C: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DIESEL FUEL), 9, III, MARINE POLLUTANT (DIESEL FUEL)

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code:
Not applicable

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:
Acute toxicity (any route of exposure)
Aspiration Hazard
Carcinogenicity
Flammable (gases, aerosols, liquids, or solids)
Skin Corrosion or Irritation
Specific target organ toxicity (single or repeated exposure)

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1	05=MA RTK
01-2A=IARC Group 2A	06=NJ RTK
01-2B=IARC Group 2B	07=PA RTK
02=NTP Carcinogen	08-1=TSCA 5(e)
03=EPCRA 313	08-2=TSCA 12(b)
04=CA Proposition 65	

The following components of this material are found on the regulatory lists indicated.
Naphthalene 01-2A, 01-2B, 02, 03, 04, 05, 06, 07

CHEMICAL INVENTORIES:
All components comply with the following chemical inventory requirements: AIIC (Australia), DSL (Canada), IECSC (China), NZIoC (New Zealand), TCSI (Taiwan), TSCA (United States).

One or more components does not comply with the following chemical inventory requirements: EINECS (European Union), ENCS (Japan), KECI (Korea), PICCS (Philippines).

NEW JERSEY RTK CLASSIFICATION:
Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: DIESEL FUEL

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 2 Flammability: 2 Reactivity: 0

HMIS RATINGS: Health: 2* Flammability: 2 Reactivity: 0
(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: This revision updates the following sections of this Safety Data Sheet: 1 - 16.

Revision Date: April 25, 2025

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average
STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
GHS - Globally Harmonized System	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	SDS - Safety Data Sheet
HMIS - Hazardous Materials Information System	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration
NCEL - New Chemical Exposure Limit	EPA - Environmental Protection Agency
SCBA - Self-Contained Breathing Apparatus	PNOS - Particles Not Otherwise Specified

Prepared according to the 29 CFR 1910.1200 (2024) by Chevron.

The information in this SDS is based on the knowledge, information, and belief of Chevron and its affiliates as of the publication date. It is not a quality specification, and no warranty, express or implied, is given. We assume no responsibility or liability for the results of using this material. The information presented here pertains only to the listed product. Since conditions of use are beyond our control, it is the user's responsibility to determine the conditions for safe use of this product and assess its suitability for their application. Users should seek additional guidance if necessary.

SAFETY DATA SHEET
THE DOW CHEMICAL COMPANY

Product name: N-Methyldiethanolamine (MDEA)

Issue Date: 07/20/2022
Print Date: 07/21/2022

THE DOW CHEMICAL COMPANY encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. IDENTIFICATION

Product name: N-Methyldiethanolamine (MDEA)

Recommended use of the chemical and restrictions on use
Identified uses: Chemical intermediate. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

COMPANY IDENTIFICATION
THE DOW CHEMICAL COMPANY
2211 H.H. DOW WAY
MIDLAND MI 48674
UNITED STATES

Customer Information Number: 800-258-2436
SDSQuestion@dow.com

EMERGENCY TELEPHONE NUMBER
24-Hour Emergency Contact: CHEMTREC +1 800-424-9300
Local Emergency Contact: 800-424-9300

2. HAZARDS IDENTIFICATION

Hazard classification
GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)
Eye irritation - Category 2A

Label elements
Hazard pictograms

Signal word: **WARNING!**

Hazards
Causes serious eye irritation.

Precautionary statements

Prevention
Wash skin thoroughly after handling.
Wear eye protection/ face protection.

Response
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If eye irritation persists: Get medical advice/ attention.

Other hazards
No data available

3. COMPOSITION/INFORMATION ON INGREDIENTS

Synonyms: 2,2'-methyliminodiethanol
This product is a substance.
Substance name: Methyldiethanolamine
CASRN: 105-59-9

Component	CASRN	Concentration
Methyldiethanolamine	105-59-9	>= 99.0 - <= 100.0 %
Diethanolamine	111-42-2	<= 0.1 %

4. FIRST AID MEASURES

Description of first aid measures
General advice:
First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Inhalation: Move person to fresh air and keep comfortable for breathing; consult a physician.

Skin contact: Wash off with plenty of water. Suitable emergency safety shower facility should be available in work area.

Eye contact: Immediately flush eyes with water; remove contact lenses, if present, after the first 5 minutes, then continue flushing eyes for at least 15 minutes. Obtain medical attention without delay, preferably from an ophthalmologist. Suitable emergency eye wash facility should be immediately available.

Ingestion: If swallowed, seek medical attention. Do not induce vomiting unless directed to do so by medical personnel.

Most important symptoms and effects, both acute and delayed:
Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed
Notes to physician: If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

5. FIREFIGHTING MEASURES

Extinguishing media

Suitable extinguishing media: Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide..

Unsuitable extinguishing media: None known..

Special hazards arising from the substance or mixture

Hazardous combustion products: No data available

Unusual Fire and Explosion Hazards: Exposure to combustion products may be a hazard to health..

Advice for firefighters

Fire Fighting Procedures: Use water spray to cool unopened containers.. Evacuate area.. Collect contaminated fire extinguishing water separately. This must not be discharged into drains.. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations..
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Remove undamaged containers from fire area if it is safe to do so.

Special protective equipment for firefighters: In the event of fire, wear self-contained breathing apparatus.. Use personal protective equipment..

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures: Use personal protective equipment. Follow safe handling advice and personal protective equipment recommendations.

Environmental precautions: Discharge into the environment must be avoided. Prevent further leakage or spillage if safe to do so. Prevent spreading over a wide area (e.g. by containment or oil barriers). Retain and dispose of contaminated wash water. Local authorities should be advised if significant spillages cannot be contained.

Methods and materials for containment and cleaning up: Do NOT use absorbent materials such as: Cellulose-based absorbents. Sawdust Ground corn cobs. Soak up with inert absorbent material. Absorb with inert materials such as: Clay-based absorbents. Dirt. Sand. Clean up remaining materials from spill with suitable absorbant. Local or national regulations may apply to releases and disposal of this material, as well as those materials and items employed in the cleanup of releases. You will need to determine which regulations are applicable. For large spills, provide dyking or other appropriate containment to keep material from spreading. If dyked material can be pumped, store recovered material in appropriate container.
See sections: 7, 8, 11, 12 and 13.

7. HANDLING AND STORAGE

Precautions for safe handling: Avoid inhalation of vapour or mist. Do not swallow. Do not get in eyes. Avoid prolonged or repeated contact with skin. Take care to prevent spills, waste and minimize release to the environment. Do not use sodium nitrite or other nitrosating agents in formulations containing this product. Suspected cancer-causing nitrosamines could be formed. Spills of these organic materials on hot fibrous insulations may lead to lowering of the autoignition temperatures possibly resulting in spontaneous combustion. Handle in accordance with good industrial hygiene and safety practice. CONTAINERS MAY BE HAZARDOUS WHEN EMPTY. Since emptied containers retain product residue follow all (M)SDS and label warnings even after container is emptied.
Use only with adequate ventilation. See Engineering measures under EXPOSURE CONTROLS/PERSONAL PROTECTION section.

Conditions for safe storage: Keep in properly labelled containers. Do not store with: Strong acids. Strong bases Combustible liquid. Store in accordance with the particular national regulations.

Storage stability

Storage Period:
Drum
24 Month
Bulk
6 Month

Do not store with the following product types: Strong oxidizing agents.
Unsuitable materials for containers**:** Aluminium Copper Copper alloys Galvanized containers. Zinc

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters
If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

Component	Regulation	Type of listing	Value
Diethanolamine	Dow IHG	TWA	0.2 mg/m3
	Further information: SKIN: Absorbed via skin		
	ACGIH	TWA Inhalable fraction and vapor	1 mg/m3
	Further information: A3: Confirmed animal carcinogen with unknown relevance to humans; Skin: Danger of cutaneous absorption		

Exposure controls
Engineering controls: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure

limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

Individual protection measures

Eye/face protection: Use chemical goggles.

Skin protection

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Examples of acceptable glove barrier materials include: Chlorinated polyethylene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyvinyl alcohol ("PVA"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions, no respiratory protection should be needed; however, if material is heated or sprayed, use an approved air-purifying respirator.
The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	
Physical state	Liquid.
Color	Colorless
Odor	Ammoniacal
Odor Threshold	No test data available
pH	10.4 *Literature* 1% aqueous solution.
Melting point/range	Not applicable to liquids
Freezing point	-21 °C (-6 °F) *Literature*
Boiling point (760 mmHg)	243.3 °C (469.9 °F) at 1,013 hPa *Literature*
Flash point	**closed cup** 138 °C (280 °F) *Pensky-Martens Closed Cup ASTM D 93*
Evaporation Rate (Butyl Acetate = 1)	No test data available
Flammability (solid, gas)	Not applicable to liquids
Flammability (liquids)	Not expected to be a static-accumulating flammable liquid.
Lower explosion limit	1.4 % vol *Literature*
Upper explosion limit	10 % vol *Literature*

Vapor Pressure	0.004 mmHg at 20 °C (68 °F) *Literature*
Relative Vapor Density (air = 1)	4.1 *Literature*
Relative Density (water = 1)	1.041 at 20 °C (68 °F) / 20 °C *Literature*
Water solubility	at 20 °C (68 °F) *Literature* completely miscible
Partition coefficient: n-octanol/water	log Pow: -1.08 *Measured*
Auto-ignition temperature	280 °C (536 °F) *Literature*
Decomposition temperature	No data available
Dynamic Viscosity	101 cP at 20 °C (68 °F) *Literature*
Kinematic Viscosity	No test data available
Explosive properties	Not explosive
Oxidizing properties	No
Liquid Density	1.04 g/cm3 at 20 °C (68 °F) *Estimated.*
Molecular weight	119.16 g/mol *Calculated.*

NOTE: The physical data presented above are typical values and should not be construed as a specification.

10. STABILITY AND REACTIVITY

Reactivity: Not classified as a reactivity hazard.

Chemical stability: Stable under normal conditions.

Possibility of hazardous reactions: Can react with strong oxidizing agents.

Conditions to avoid: None known.

Incompatible materials: Heating above 60°C in the presence of aluminum can result in corrosion and generation of flammable hydrogen gas. Avoid contact with oxidizing materials. Avoid contact with: Acids Halogenated hydrocarbons Nitrites. Strong oxidizers. Combustible liquid. Avoid contact with metals such as: Aluminum. copper Galvanised metals Zinc.

Hazardous decomposition products:
Decomposition products can include and are not limited to: Nitrogen.

11. TOXICOLOGICAL INFORMATION

Toxicological information appears in this section when such data is available.

Information on likely routes of exposure
Inhalation, Eye contact, Skin contact, Ingestion.

Acute toxicity (represents short term exposures with immediate effects - no chronic/delayed effects known unless otherwise noted)

Acute oral toxicity

Information for the Product:

Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury.

Based on product testing:
LD50, Rat, male and female, 4,680 mg/kg

Information for components:

Methyldiethanolamine
LD50, Rat, male and female, 4,680 mg/kg

Diethanolamine
LD50, Rat, male and female, 1,600 mg/kg OECD 401 or equivalent

Acute dermal toxicity

Information for the Product:

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

LD50, Rabbit, > 2,000 mg/kg No deaths occurred at this concentration.

Information for components:

Methyldiethanolamine
LD50, Rabbit, > 2,000 mg/kg No deaths occurred at this concentration.

Diethanolamine
LD50, Rabbit, male, > 8,200 mg/kg

Acute inhalation toxicity

Information for the Product:

At room temperature, exposure to vapor is minimal due to low volatility. If material is heated or aerosol/mist is produced, concentrations may be attained that are sufficient to cause respiratory irritation and other effects.

LC0, No deaths occurred following exposure to a saturated atmosphere.
Information for components:

Methyldiethanolamine
No deaths occurred following exposure to a saturated atmosphere.

Diethanolamine
LC0, Rat, male, 4 Hour, dust/mist, 3.35 mg/l No deaths occurred at this concentration.

Skin corrosion/irritation

Information for the Product:

Based on product testing:
Brief contact may cause slight skin irritation with local redness.
Prolonged contact may cause moderate skin irritation with local redness.
Repeated contact may cause skin burns. Symptoms may include pain, severe local redness, swelling, and tissue damage.
May cause more severe response if skin is abraded (scratched or cut).
May cause more severe response on covered skin (under clothing, gloves).

Information for components:

Methyldiethanolamine
Brief contact may cause slight skin irritation with local redness.
Prolonged contact may cause moderate skin irritation with local redness.
Repeated contact may cause skin burns. Symptoms may include pain, severe local redness, swelling, and tissue damage.
May cause more severe response if skin is abraded (scratched or cut).
May cause more severe response on covered skin (under clothing, gloves).

Diethanolamine
Prolonged contact may cause skin irritation with local redness.
Repeated contact may cause skin burns. Symptoms may include pain, severe local redness, swelling, and tissue damage.
May cause more severe response if skin is abraded (scratched or cut).

Serious eye damage/eye irritation

Information for the Product:

Based on product testing:
May cause severe eye irritation.
May cause corneal injury.

Information for components:

Methyldiethanolamine
May cause severe eye irritation.
May cause corneal injury.

Diethanolamine
May cause severe eye irritation.
May cause severe corneal injury.
Effects may be slow to heal.

Sensitization

Information for the Product:

Did not cause allergic skin reactions when tested in guinea pigs.

For respiratory sensitization:
No relevant data found.

Information for components:

Methyldiethanolamine
Did not cause allergic skin reactions when tested in guinea pigs.

For respiratory sensitization:
No relevant data found.

Diethanolamine
Did not cause allergic skin reactions when tested in guinea pigs.

For respiratory sensitization:
No relevant data found.

Specific Target Organ Systemic Toxicity (Single Exposure)

Information for the Product:

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Information for components:

Methyldiethanolamine
Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Diethanolamine
Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Aspiration Hazard

Information for the Product:

Based on physical properties, not likely to be an aspiration hazard.

Information for components:

Methyldiethanolamine
Based on physical properties, not likely to be an aspiration hazard.

Diethanolamine
Based on physical properties, not likely to be an aspiration hazard.

Chronic toxicity (represents longer term exposures with repeated dose resulting in chronic/delayed effects - no immediate effects known unless otherwise noted)

Specific Target Organ Systemic Toxicity (Repeated Exposure)

Information for the Product:

Based on available data, repeated exposures are not anticipated to cause additional significant adverse effects.

Information for components:

Methyldiethanolamine

Based on available data, repeated exposures are not anticipated to cause additional significant adverse effects.

Diethanolamine
Results from repeated exposure tests on diethanolamine in laboratory animals include anemia (rats) and effects on kidney (rats and mice) and liver (mice). Heart and nervous system effects were also observed in animals given exaggerated doses of diethanolamine. Changes in other organs, causes of which are nonspecific, were judged secondary to the poor health of the animals due to the extremely high doses of diethanolamine given.

Carcinogenicity

Information for the Product:

No relevant data found.

Information for components:

Methyldiethanolamine
No relevant data found.

Diethanolamine
Findings from a chronic diethanolamine skin painting study by NTP include liver and kidney tumors in mice; no tumors were observed in rats. Mechanistic studies indicate that tumor formation is of questionable relevance to humans. A number of factors may have influenced the results and are being considered in their interpretation.

Carcinogenicity

Component	**List**	**Classification**
Diethanolamine	IARC	Group 2B: Possibly carcinogenic to humans
	ACGIH	A3: Confirmed animal carcinogen with unknown relevance to humans.

Teratogenicity

Information for the Product:

Did not cause birth defects or other effects in the fetus even at doses which caused toxic effects in the mother.

Information for components:

Methyldiethanolamine
Did not cause birth defects or other effects in the fetus even at doses which caused toxic effects in the mother.

Diethanolamine
Has been toxic to the fetus in laboratory animals at doses toxic to the mother. Did not cause birth defects in laboratory animals.

Reproductive toxicity

Information for the Product:

In laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.

Information for components:

Methyldiethanolamine
In laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals.

Diethanolamine
In laboratory animal studies, effects on reproduction have been seen only at doses that produced significant toxicity to the parent animals. Repeated excessive exposures to high amounts may cause effects on testes and fertility in males.

Mutagenicity

Information for the Product:

In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

Information for components:

Methyldiethanolamine
In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

Diethanolamine
In vitro genetic toxicity studies were negative. Animal genetic toxicity studies were negative.

12. ECOLOGICAL INFORMATION

Ecotoxicological information appears in this section when such data is available.

Toxicity

Acute toxicity to fish
Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

LC50, Leuciscus idus (Golden orfe), static test, 96 Hour, 1,466 mg/l, DIN 38412

Acute toxicity to aquatic invertebrates
EC50, Daphnia magna (Water flea), static test, 48 Hour, 233 mg/l

Acute toxicity to algae/aquatic plants
EC50, Desmodesmus subspicatus (green algae), static test, 72 Hour, Growth rate inhibition, > 100 mg/l

Persistence and degradability

Biodegradability: Material is readily biodegradable. Passes OECD test(s) for ready biodegradability.
10-day Window: Pass
Biodegradation: 96 %

Exposure time: 18 d
Method: OECD Test Guideline 301A or Equivalent
10-day Window: Not applicable
Biodegradation: 94 %
Exposure time: 7 d
Method: OECD Test Guideline 302B or Equivalent

Theoretical Oxygen Demand: 2.29 mg/mg

Biological oxygen demand (BOD)

Incubation Time	BOD
5 d	40 %
28 d	42 %

Photodegradation
Test Type: Half-life (indirect photolysis)
Sensitization: OH radicals
Atmospheric half-life: 1.324 Hour
Method: Estimated.

Bioaccumulative potential
Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).
Partition coefficient: n-octanol/water(log Pow): -1.08 Measured

Mobility in soil
Partition coefficient (Koc): 53 Estimated.

13. DISPOSAL CONSIDERATIONS

Disposal methods: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. FOR UNUSED AND UNCONTAMINATED PRODUCT, always send to a licensed disposer per applicable regulations. Consult the local waste disposal expert for the appropriate waste disposal method. Recover or recycle, if possible. Otherwise, send it to a licensed disposer.

Contaminated packaging: Empty containers retain product residues. Follow label warnings even after container is emptied. Improper disposal or reuse of this container may be dangerous and illegal. Refer to applicable federal, state and local regulations.

14. TRANSPORT INFORMATION

DOT

Not regulated for transport

Classification for SEA transport (IMO-IMDG):

Not regulated for transport

Transport in bulk according to Annex I or II of MARPOL 73/78 and the IBC or IGC Code	Consult IMO regulations before transporting ocean bulk

Classification for AIR transport (IATA/ICAO):

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312
Serious eye damage or eye irritation

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313
This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Pennsylvania Worker and Community Right-To-Know Act:
To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

California Prop. 65
WARNING: This product can expose you to chemicals including Diethanolamine, which is/are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

United States TSCA Inventory (TSCA)
All components of this product are in compliance with the inventory listing requirements of the U.S. Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

16. OTHER INFORMATION

Product Literature
Additional information on this product may be obtained by calling your sales or customer service contact. Ask for a product brochure. Additional information on this and other products may be obtained by visiting our web page.

Hazard Rating System
NFPA

Health	Flammability	Instability
2	1	0

Revision
Identification Number: 11113439 / A001 / Issue Date: 07/20/2022 / Version: 9.0
Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.
Legend

ACGIH	USA. ACGIH Threshold Limit Values (TLV)
Dow IHG	Dow Industrial Hygiene Guideline
TWA	8-hour, time-weighted average

Full text of other abbreviations
AIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TECI - Thailand Existing Chemicals Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

THE DOW CHEMICAL COMPANY urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.
US

Natural Gas

Safety Data Sheet

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

Issue date: 2023-08-15
Revision date: 2023-08-15
Version: 1.0

SECTION 1: Identification

1.1. Identification

Product form	:	Mixture
Product name	:	Natural Gas
Other means of identification	:	Methane, Sweet Gas, fuel Gas, Pipeline Spec Gas, Sales Gas, Dry Natural Gas, Compressed Gas, CH_4

1.2. Recommended use and restrictions on use

Use of the substance/mixture	:	Fuel

1.3. Supplier

Manufacturer

Enbridge Inc. Including Enbridge Legal Entities: Algonquin Gas Transmission, LLC; Alliance Pipeline LP; Big Sandy Pipeline, LLC; Brazoria Interconnector Gas Pipeline, LLC; East Tennessee Natural Gas, LLC; Enbridge Offshore (Gas Transmission) LLC; Maritimes & Northeast Pipeline, LLC; NEXUS Gas Transmission, LLC; Texas Eastern Transmission, LP; Port Barre Investments, LLC; Sabal Trail Transmission, LLC; Southeast Supply Header, LLC; Valley Crossing Pipeline, LLC; Vector Pipeline, L.P.

Suite 1100, 915 North Eldridge Parkway
Houston, Texas 77079
www.enbridge.com

1.4. Emergency telephone number

24x7 Emergency Contact Number: 1-800-231-7794

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS classification

Flammable Gases - Category 1
Gases Under Pressure - Compressed Gas
Simple Asphyxiants

2.2. GHS Label elements, including precautionary statements

GHS labelling

Hazard pictograms (GHS) :

Signal word (GHS)	:	Danger
Hazard statements (GHS)	:	Extremely flammable gas. Contains gas under pressure; may explode if heated. May displace oxygen and cause rapid suffocation
Precautionary statements (GHS)	:	Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Eliminate all ignition sources if safe to do so. Store in a well-ventilated place. Protect from sunlight. Store in a well-ventilated place.

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Chemical name / Synonyms	Product identifier	%
Natural gas	Natural gas Gas, natural / Synthetic natural gas / Natural gases / Natural gas (Raw natural gas, as found in nature, or a gaseous combination of hydrocarbons having carbon numbers predominantly in the range of C1-4 separated from raw natural gas by the removal of natural gas condensate, natural gas liquid, and natural gas condensate/natural gas.) / Compressed natural gas / Liquified natural gas	CAS-No.: 8006-14-2	80 – 100
Methane	Methane Marsh gas / Methyl hydride / Methane, compressed / Monomethylamine	CAS-No.: 74-82-8	80 – 100
Ethane	Ethane Ethyl hydride / ETHANE	CAS-No.: 74-84-0	1 – 5
Propane	Propane n-Propane / R290 / PROPANE / Normal propane	CAS-No.: 74-98-6	1 – 5
n-Butane	n-Butane Butane / BUTANE	CAS-No.: 106-97-8	1 – 5
Nitrogen	Nitrogen Nitrogen gas / Nitrogen, liquefied / NITROGEN / Nitrogen, compressed / nitrogen	CAS-No.: 7727-37-9	1 – 5
Carbon dioxide	Carbon dioxide Dry ice / CARBON DIOXIDE	CAS-No.: 124-38-9	1 – 5
n-Pentane	n-Pentane Pentane / Normal pentane / PENTANE / Pentane, n-	CAS-No.: 109-66-0	1 – 5

***Chemical name, CAS number and/or exact concentration have been withheld as a trade secret**

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures after inhalation : If inhaled and if breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. Give oxygen or artificial respiration if necessary. Call a POISON CENTER/doctor if you feel unwell.

First-aid measures after skin contact : If skin irritation occurs: Wash skin with plenty of water. Obtain medical attention if irritation persists.

First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

First-aid measures after ingestion : Not a normal route of exposure. Do not induce vomiting without medical advice. Never give anything by mouth to an unconscious person. Get medical advice/attention if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

Symptoms/effects after inhalation : May cause irritation to the respiratory tract. Vapours are heavier than air and can cause suffocation by reducing oxygen available for breathing. Symptoms of oxygen deficiency include respiratory difficulty, headache, dizziness, nausea, unconsciousness or death.

Symptoms/effects after skin contact : May cause skin irritation. Repeated exposure may cause skin dryness or cracking.

Symptoms/effects after eye contact : May cause eye irritation. Symptoms may include discomfort or pain, excess blinking and tear production, with possible redness and swelling.

Symptoms/effects after ingestion : Not a normal route of exposure. May be harmful if swallowed. May cause gastrointestinal irritation, nausea, vomiting and diarrhea.

4.3. Immediate medical attention and special treatment, if necessary

Symptoms may be delayed. In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Dry chemical. Water spray, fog, foam, carbon dioxide.

Unsuitable extinguishing media : None known.

5.2. Specific hazards arising from the chemical

Fire hazard : Extremely flammable gas. Products of combustion may include, and are not limited to: oxides of carbon.

Explosion hazard : May form flammable/explosive vapour-air mixture. Ruptured cylinders may rocket.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Eliminate all ignition sources if safe to do so. Move containers away from the fire area if this can be done without risk. Cool closed containers exposed to fire with water spray.

Protection during firefighting : Keep upwind of fire. Wear full fire fighting turn-out gear (full Bunker gear) and respiratory protection (SCBA).

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Use personal protection recommended in Section 8. Isolate the hazard area and deny entry to unnecessary and unprotected personnel. Use special care to avoid static electric charges. Eliminate every possible source of ignition.

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment. Prevent from entering sewers, basements and workpits, or any place where its accumulation can be dangerous.

6.3. Methods and material for containment and cleaning up

For containment : Stop leak if safe to do so. Remove all sources of ignition. Wear recommended personal protective equipment.

Methods for cleaning up : Ventilate the area thoroughly, especially low lying areas (basements, workpits etc)

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection".

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Additional hazards when processed : Handle empty containers with care because residual vapours are flammable.

Precautions for safe handling : Avoid contact with skin and eyes. Do not swallow. Avoid breathing gas. Handle and open container with care. When using do not eat, drink or smoke. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use only outdoors or in a well-ventilated area.

Hygiene measures : Wash contaminated clothing before reuse. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures : Proper grounding procedures to avoid static electricity should be followed.

Storage conditions : Store in accordance with local regulations Keep out of the reach of children. Keep container tightly closed. Store in a dry, cool and well-ventilated place. Protect from sunlight. Protect containers from physical damage. Eliminate ignition sources. Firmly secure cylinders upright to keep them from falling or being knocked over.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Natural Gas
No additional information available

Natural gas (8006-14-2)	
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
OEL STEL [ppm]	1250 ppm
USA - ACGIH - Occupational Exposure Limits	
ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content

Methane (74-82-8)	
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
OEL STEL [ppm]	1250 ppm
USA - ACGIH - Occupational Exposure Limits	
ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content

Ethane (74-84-0)	
Canada (Alberta) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
OEL STEL [ppm]	1250 ppm
USA - ACGIH - Occupational Exposure Limits	
ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content

Propane (74-98-6)	
Canada (Alberta) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
Canada (Quebec) - Occupational Exposure Limits	
VEMP (OEL TWA)	1800 mg/m³
VEMP (OEL TWA) [ppm]	1000 ppm
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
OEL STEL [ppm]	1250 ppm
USA - ACGIH - Occupational Exposure Limits	
Local name	Propane
Remark (ACGIH)	TLV® Basis: Simple Asphyxiant
ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content
Regulatory reference	ACGIH 2023
USA - OSHA - Occupational Exposure Limits	
Local name	Propane
OSHA PEL TWA [1]	1800 mg/m³
OSHA PEL TWA [2]	1000 ppm
Regulatory reference (US-OSHA)	OSHA Annotated Table Z-1
USA - IDLH - Occupational Exposure Limits	
IDLH [ppm]	2100 ppm (10% LEL)
USA - NIOSH - Occupational Exposure Limits	
NIOSH REL TWA	1800 mg/m³
NIOSH REL TWA [ppm]	1000 ppm

n-Butane (106-97-8)	
Canada (Alberta) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
Canada (British Columbia) - Occupational Exposure Limits	
OEL STEL [ppm]	1000 ppm (Butane, all isomers)

n-Butane (106-97-8)	
Canada (Ontario) - Occupational Exposure Limits	
OEL STEL [ppm]	1000 ppm (explosion hazard (Butane, all isomers)
Canada (Quebec) - Occupational Exposure Limits	
VEMP (OEL TWA)	1900 mg/m³
VEMP (OEL TWA) [ppm]	800 ppm
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm (Butane, all isomers)
OEL STEL [ppm]	1250 ppm (Butane, all isomers)
USA - ACGIH - Occupational Exposure Limits	
ACGIH OEL STEL [ppm]	1000 ppm (explosion hazard (Butane, isomers)
USA - IDLH - Occupational Exposure Limits	
IDLH [ppm]	1600 ppm (>10% LEL)
USA - NIOSH - Occupational Exposure Limits	
NIOSH REL TWA	1900 mg/m³
NIOSH REL TWA [ppm]	800 ppm

Nitrogen (7727-37-9)	
Canada (Alberta) - Occupational Exposure Limits	
Local name	Nitrogen
Notations and remarks	Substance is a simple asphyxiant that may create an atmosphere deficient in oxygen; available oxygen in the range of 19.5 percent to 23 percent by volume must be present.
Regulatory reference	Alberta Regulation 191/2021
Canada (British Columbia) - Occupational Exposure Limits	
Local name	Nitrogen
Notations and remarks	Simple asphyxiant
Regulatory reference	OHS Guidelines Part 5: Chemical Agents and Biological Agents (WorkSafe BC)
USA - ACGIH - Occupational Exposure Limits	
Local name	Nitrogen
Remark (ACGIH)	TLV® Basis: Simple Asphyxiant
ACGIH chemical category	Simple asphyxiant See Appendix F: Minimal Oxygen Content
Regulatory reference	ACGIH 2023

Carbon dioxide (124-38-9)	
Canada (Alberta) - Occupational Exposure Limits	
Local name	Carbon dioxide
OEL TWA	9000 mg/m³
OEL TWA [ppm]	5000 ppm
OEL STEL	54000 mg/m³
OEL STEL [ppm]	30000 ppm

Carbon dioxide (124-38-9)	
Regulatory reference	Alberta Regulation 191/2021
Canada (British Columbia) - Occupational Exposure Limits	
Local name	Carbon dioxide
OEL TWA [ppm]	5000 ppm
OEL STEL [ppm]	15000 ppm
Regulatory reference	OHS Guidelines Part 5: Chemical Agents and Biological Agents (WorkSafe BC)
Canada (Ontario) - Occupational Exposure Limits	
OEL TWA [ppm]	5000 ppm
OEL STEL [ppm]	30000 ppm
Canada (Quebec) - Occupational Exposure Limits	
VECD (OEL STEL)	54000 mg/m³
VECD (OEL STEL) [ppm]	30000 ppm
VEMP (OEL TWA)	9000 mg/m³
VEMP (OEL TWA) [ppm]	5000 ppm
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	5000 ppm
OEL STEL [ppm]	30000 ppm
USA - ACGIH - Occupational Exposure Limits	
Local name	Carbon dioxide
ACGIH OEL TWA [ppm]	5000 ppm
ACGIH OEL STEL [ppm]	30000 ppm
Remark (ACGIH)	TLV® Basis: Asphyxia
Regulatory reference	ACGIH 2022
USA - OSHA - Occupational Exposure Limits	
Local name	Carbon dioxide
OSHA PEL TWA [1]	9000 mg/m³
OSHA PEL TWA [2]	5000 ppm
Regulatory reference (US-OSHA)	OSHA Annotated Table Z-1
USA - IDLH - Occupational Exposure Limits	
IDLH [ppm]	40000 ppm
USA - NIOSH - Occupational Exposure Limits	
NIOSH REL TWA	9000 mg/m³
NIOSH REL TWA [ppm]	5000 ppm
NIOSH REL STEL	54000 mg/m³
NIOSH REL STEL [ppm]	30000 ppm

n-Pentane (109-66-0)	
Canada (Alberta) - Occupational Exposure Limits	
OEL TWA	1770 mg/m³
OEL TWA [ppm]	600 ppm
Canada (British Columbia) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm (Pentane, all isomers)
Canada (Ontario) - Occupational Exposure Limits	
OEL TWA [ppm]	1000 ppm
Canada (Quebec) - Occupational Exposure Limits	
VEMP (OEL TWA) [ppm]	1000 ppm (Pentane (all isomers))
Canada (Saskatchewan) - Occupational Exposure Limits	
OEL TWA [ppm]	600 ppm
OEL STEL [ppm]	750 ppm
USA - ACGIH - Occupational Exposure Limits	
ACGIH OEL TWA [ppm]	1000 ppm (Pentane, all isomers)
USA - OSHA - Occupational Exposure Limits	
OSHA PEL TWA [1]	2950 mg/m³
OSHA PEL TWA [2]	1000 ppm
USA - IDLH - Occupational Exposure Limits	
IDLH [ppm]	1500 ppm (10% LEL)
USA - NIOSH - Occupational Exposure Limits	
NIOSH REL TWA	350 mg/m³
NIOSH REL TWA [ppm]	120 ppm
NIOSH REL C	1800 mg/m³
NIOSH REL C [ppm]	610 ppm

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.
Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Wear suitable gloves. Consult glove manufacturer's product information on material suitability and material thickness.

Eye protection:

Safety glasses or goggles are recommended when using product.

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. SDSs cannot provide detailed and complete respiratory protection guidelines. Selection of respiratory protection must be done by a qualified person who has assessed the work environment.

Other information:
Handle in accordance with good industrial hygiene and safety procedures. Do not eat, drink or smoke when using this product.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	:	Gas
Colour	:	Colourless
Odour	:	Odourless “Rotten Egg” smell (Mercaptan mixture added as odorant).
Odour threshold	:	< 10000 ppm
pH	:	No data available
Melting point	:	-182.6 °C (-296.7°F)
Freezing point	:	No data available
Boiling point	:	-161.5 °C (-258.7°F)
Flash point	:	> -188 °C (-370°F) (methane)
Relative evaporation rate (butylacetate=1)	:	> 1
Flammability	:	Extremely flammable gas.
Vapour pressure	:	133.3 kPa (>1000 mm Hg (20°C/68°F)
Relative vapour density at 20°C / 68 °F	:	0.56 – 0.59
Relative density	:	No data available
Solubility	:	No data available
Partition coefficient n-octanol/water	:	No data available
Auto-ignition temperature	:	537 °C (998.6°F)
Decomposition temperature	:	No data available
Viscosity, kinematic	:	No data available
Viscosity, dynamic	:	No data available
Explosive limits	:	Lower explosion limit: 5 vol % Upper explosion limit: 15 vol %
Explosive properties	:	No data available
Oxidising properties	:	No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No dangerous reactions known under normal conditions of use.

10.2. Chemical stability

Stable under normal conditions. Extremely flammable gas. Contains gas under pressure; may explode if heated.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

Heat. Incompatible materials. Sources of ignition. Direct sunlight.

10.5. Incompatible materials

Oxidizing materials.

10.6. Hazardous decomposition products

May include, and are not limited to: oxides of carbon.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified.
Acute toxicity (dermal) : Not classified.
Acute toxicity (inhalation) : Not classified.

Natural gas (8006-14-2)	
LC50 inhalation rat	658 mg/l/4h
ATE CA (vapours)	658 mg/l/4h
ATE CA (dust,mist)	658 mg/l/4h

Methane (74-82-8)	
LD50 dermal rat	> 2000 mg/kg
LC50 inhalation rat	539600 ppm (Exposure time: 2 h)
ATE CA (Gases)	539600 ppmv/4h

Ethane (74-84-0)	
LC50 inhalation rat	> 800000 ppm/4h

Propane (74-98-6)	
LC50 inhalation rat	> 800000 ppm (Exposure time: 15 min)

n-Butane (106-97-8)	
LC50 inhalation rat	658 g/m³ (Exposure time: 4 h)
ATE CA (vapours)	658 mg/l/4h
ATE CA (dust,mist)	658 mg/l/4h

n-Pentane (109-66-0)	
LD50 oral rat	> 2000 mg/kg
LD50 dermal rabbit	3000 mg/kg
LC50 inhalation rat	364 g/m³ (Exposure time: 4 h)
ATE CA (Dermal)	3000 mg/kg bodyweight
ATE CA (vapours)	364 mg/l/4h
ATE CA (dust,mist)	364 mg/l/4h

Skin corrosion/irritation : Not classified.
Serious eye damage/irritation : Not classified.
Respiratory or skin sensitisation : Not classified.
Germ cell mutagenicity : Not classified.
Carcinogenicity : Not classified.
Reproductive toxicity : Not classified.

n-Pentane (109-66-0)	
NOAEL (animal/male, F0/P)	300 mg/kg bodyweight Animal: rat, Animal sex: male, Guideline: OECD Guideline 415 (One-Generation Reproduction Toxicity Study)
NOAEL (animal/female, F0/P)	≥ 1000 mg/kg bodyweight Animal: rat, Animal sex: female, Guideline: OECD Guideline 415 (One-Generation Reproduction Toxicity Study)

STOT-single exposure : Not classified.

n-Pentane (109-66-0)	
STOT-single exposure	May cause drowsiness or dizziness.

: Not classified.

STOT-repeated exposure

Methane (74-82-8)	
LOAEC (inhalation, rat, gas, 90 days)	12000 ppm Animal: rat, Guideline: OECD Guideline 422 (Combined Repeated Dose Toxicity Study with the Reproduction / Developmental Toxicity Screening Test), Guideline: other:

n-Pentane (109-66-0)	
NOAEC (inhalation, rat, vapour, 90 days)	30 mg/l air Animal: rat, Guideline: OECD Guideline 413 (Subchronic Inhalation Toxicity: 90-Day Study), Guideline: other:U.S. EPA/FIFRA Guidelines §82-4, Guideline: EPA OTS 798.2450 (90-Day Inhalation Toxicity), Guideline: other:U.S. EPA/TSCA Guidelines 40 CFR §798.6059, and §798.6059, 798.6200, 798.6400, Guideline: other:EU Guideline 87/302/EEC

Aspiration hazard : Not classified.

Symptoms/effects after inhalation : May cause irritation to the respiratory tract. Vapours are heavier than air and can cause suffocation by reducing oxygen available for breathing. Symptoms of oxygen deficiency include respiratory difficulty, headache, dizziness, nausea, unconsciousness or death.

Symptoms/effects after skin contact : May cause skin irritation. Repeated exposure may cause skin dryness or cracking.

Symptoms/effects after eye contact : May cause eye irritation. Symptoms may include discomfort or pain, excess blinking and tear production, with possible redness and swelling.

Symptoms/effects after ingestion : May be harmful if swallowed. May cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Other information : Likely routes of exposure: ingestion, inhalation, skin and eye.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : May cause long-term adverse effects in the aquatic environment.

n-Pentane (109-66-0)	
LC50 - Fish [1]	9.87 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss)
EC50 - Crustacea [1]	9.74 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 - Fish [2]	11.59 mg/l (Exposure time: 96 h - Species: Pimephales promelas)

12.2. Persistence and degradability

Natural Gas	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Natural Gas	
Bioaccumulative potential	Not established.

Natural gas (8006-14-2)	
Partition coefficient n-octanol/water	≤ 2.8

Methane (74-82-8)	
Partition coefficient n-octanol/water	1.09

Ethane (74-84-0)	
Partition coefficient n-octanol/water	1.09 – 2.8 (at 20 °C (at pH 7)

Propane (74-98-6)	
Partition coefficient n-octanol/water	1.09 (at 20 °C (at pH 7)

n-Butane (106-97-8)	
Partition coefficient n-octanol/water	2.31 (at 20 °C (at pH 7)

Carbon dioxide (124-38-9)	
BCF - Fish [1]	(no bioaccumulation)

n-Pentane (109-66-0)	
Partition coefficient n-octanol/water	3.45 (at 25 °C (at pH 7)

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on global warming : No known effects from this product.
Other information : No other effects known.

SECTION 13: Disposal considerations

13.1. Disposal methods

Product/Packaging disposal recommendations : Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation. Recycle empty containers where allowed.
Additional information : Handle empty containers with care because residual vapours are flammable.

SECTION 14: Transport information

In accordance with DOT / TDG

14.1. UN number

DOT NA No : UN1971
UN-No. (TDG) : UN1971

14.2. UN proper shipping name

Proper Shipping Name (DOT) : Methane, compressed (OR Natural gas, compressed (Methane, Natural gas))
Proper Shipping Name (TDG) : METHANE, COMPRESSED (OR Natural gas, compressed (Methane, Natural gas))

14.3. Transport hazard class(es)

DOT
Transport hazard class(es) (DOT) : 2.1
Hazard labels (DOT) : 2.1

TDG

Transport hazard class(es) (TDG) : 2.1
Hazard labels (TDG) : 2.1

14.4. Packing group

Packing group (DOT) : Not applicable
Packing group (TDG) : Not applicable

14.5. Environmental hazards

Other information : No supplementary information available.

14.6. Special precautions for user

Special transport precautions : Do not handle until all safety precautions have been read and understood.

14.7. Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable

SECTION 15: Regulatory information

15.1 Federal regulations

All components of this product are listed on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory.

All components of this product are listed on the Canadian DSL (Domestic Substances List) and NDSL (Non-Domestic Substances List) inventories.

15.2. International regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

According to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 and the Hazardous Products Regulations (HPR) WHMIS 2015

Revision date : 08/15/2023
Other information : None.
Prepared by : Nexreg Compliance Inc.
www.Nexreg.com

Full text of H-statements	
Flam. Gas 1	Flammable gases, Category 1
Press. Gas (Comp.)	Gases under pressure : Compressed gas
Simple Asphy	Simple Asphyxiant

SDS HazCom 2012 - WHMIS 2015 (Nexreg) 2023

Disclaimer: We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind. The information contained in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for the user's own particular use.

Exhibit C – Federal & State Permits Authorizing Project YaREN and Related Projects

Section C.1 Project YaREN Permits, Approvals, and Consultations

- **Texas Commission on Environmental Quality ("TCEQ") Air Permitting**
  - Project YaREN requires an Air Quality New Source Review ("NSR") and Prevention of Significant Deterioration ("PSD") permit. This air permit is issued under the authority of the federal Clean Air Act, in accordance with a program administered in the State of Texas by TCEQ. Through this air permit, ICAP will be required by law to meet air emissions limits reflecting use of the best available control technology and to demonstrate that these limits are protective of the safety and well-being of area residents and the environment.
  - ICAP submitted its air permit application to TCEQ on October 12, 2023. TCEQ determined that the application was administratively complete, and on November 10, 2023, ICAP published a first public notice announcing a 30-day comment period. When the TCEQ Executive Director announced that TCEQ staff had completed its technical review and recommended issuance of the working draft permit, ICAP published a second public notice on August 30, 3024 announcing a second 30-day comment period. TCEQ also held a public meeting on the air permit on September 5, 2024, at a community center in Portland (selected because it could accommodate the expected number of attendees).
  - As part of the air permit application, review, and approval process, ICAP has completed the following steps, and will implement the represented equipment, to demonstrate that Project YaREN's air emissions from routine operations and maintenance/startup/shutdown activities will be protective of human health and the environment:
    - Conduct air emissions dispersion studies using EPA-required models to evaluate maximum predicted off-site impacts to human health and the environment. These modeling results then were compared to federal and state standards and species-specific health-based guidelines to illustrate that the project will not result in adverse environmental or health effects.
    - Identify, propose, install, and operate best available control technology (BACT) to minimize air emissions from the facility. BACT includes emissions capture and control equipment as well as work practices.
    - Identify, propose, install, and operate emissions source monitoring methods acceptable to EPA and TCEQ to provide source-specific air permit limit compliance demonstrations.
  - ICAP's application and TCEQ's proposed decision on the air permit will be subject to a contested case process at the State Office of Administrative Hearings, the presiding administrative law judge's proposal for decision that emerges from that hearing, and an ultimate decision by the three appointed TCEQ commissioners. TCEQ's final decision is also subject to judicial review.
  - Project YaREN will also require a TCEQ-issued Title V Operating Permit, which ICAP would apply for prior to the start of operations. This permit will ensure that all of the emission sources at the facility comply with air quality regulations for protection of human health and the environment. The Title V permit incorporates the emission limits and monitoring, reporting, and recordkeeping requirements approved in the NSR/PSD permit, assembles these permit requirements with other applicable state and federal air quality requirements into a single comprehensive document, and mandates semi-annual compliance evaluation and reporting. That Title V permit application also will be subject to public input, including a public comment process and EPA oversight.
- **TCEQ Water Use Permit**
  - Project YaREN requires this permit to divert state water from Corpus Christi Bay for use at the facility. ICAP

proposes to use seawater for the manufacturing operation's recirculating cooling and heating systems, with approximately 75% of the seawater being returned to the bay. This use of seawater will allow Project YaREN to avoid drawing from limited freshwater sources to supply process water for facility operations.

        - ICAP submitted its application for a TCEQ water use permit on November 13, 2024, and TCEQ determined that application was administratively complete on January 15, 2025. TCEQ is conducting its technical review of the application, which includes evaluating potential impacts to state water availability, conservation, and environmental quality. Following technical review, TCEQ will notify other water rights holders and navigation districts within the water basin regarding its proposed decision, and ICAP will publish a similar notification to the general public. This will open a 30-day public comment period, and TCEQ will likely hold a public hearing to take additional public comment.

    - As with the air permit, ICAP's application and TCEQ's proposed decision on the water use permit will be subject to a contested case hearing, with the ultimate decision being made by the three TCEQ commissioners. TCEQ's final decision is also subject to judicial review.

- **TCEQ Water Discharge Permitting**
    - Project YaREN requires permits to discharge industrial wastewater, to discharge construction stormwater, and to discharge stormwater during operations. These water discharge permits are issued under Section 402 of the federal Clean Water Act, and TCEQ is authorized to issue these permits as part of the Texas Pollutant Discharge Elimination System ("TPDES") program, which it manages to protect state water quality.
    - ICAP submitted an application for a TCEQ industrial wastewater discharge permit, which TCEQ received on December 27, 2024. TCEQ determined the application administratively complete on January 28, 2025. ICAP published notice of its application on February 14, 2025, which commenced a 30-day public comment period. TCEQ is proceeding with its technical review. That review includes analysis of ICAP's proposed discharge of water used as boiler feed water and cooling water, as well as ICAP's modeling results showing that the proposed discharge meets the regulatory standards for temperature and salinity. Once that review is completed, TCEQ will prepare a draft permit and preliminary decision. ICAP will publish notice of TCEQ's preliminary decision, which will open a second public comment period. TCEQ will likely hold a public hearing to take additional public comment at or near the close of the public comment period.
    - ICAP's application and TCEQ's proposed decision on the industrial wastewater discharge permit will be subject to a contested case hearing, with the ultimate decision being made by the three TCEQ commissioners. TCEQ's final decision is also subject to judicial review.
    - Project YaREN will also require TPDES permits regulating the discharge of stormwater during construction and operation. ICAP's construction and operation activities will likely qualify for TCEQ general TPDES permits for stormwater discharges.
- **U.S. Army Corps of Engineers ("Army Corps") Permitting and Related Agency Approvals and Consultations**
    - Project YaREN's facility design requires water intake and discharge pipes placed beneath existing docks in the water of Corpus Christi Bay. The Army Corps has jurisdiction under Section 404 of the Clean Water Act for the discharge of dredged or fill material into all waters of the United States, and jurisdiction under Section 10 of the Rivers and Harbors Act for the construction of any structure in navigable waters. ICAP anticipates obtaining an individual Section 404/10 permit from the Army Corps, which would be required before ICAP could begin any in-water work. ICAP anticipates applying for the permit after the specific design for the intake/discharge structures is available.
    - The Army Corps review will consider Project YaREN's impacts on aquatic resources, on the public interest,

and on the human environment in accordance with the requirements of the Clean Water Act and the National Environmental Policy Act.

  - In addition, before the Army Corps can issue the Section 404/10 permit, TCEQ must issue (or waive) water quality certification under Section 401 of the Clean Water Act. As part of that review, TCEQ will consider whether the permitted activities will comply with applicable water quality requirements and standards. This process typically culminates in TCEQ identifying what additional enforceable conditions the Army Corps must include in any permit issued for the project. Similarly, the Army Corps must obtain a determination from the State (here, issued by the Texas General Land Office) under the Coastal Zone Management Act that the permitted activities are consistent with the State's coastal management policies, which include protecting coastal resources, promoting sustainable development, and enhancing the resilience of coastal communities to natural hazards.
  - In processing ICAP's permit application, the Army Corps will also consult with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service to address any impacts to protected species and habitat. This will include consultations under Section 7 of the Endangered Species Act and, as applicable, under other natural resource protection statutes such as the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, and the Magnuson-Stevens Fishery Conservation and Management Act. This process also includes consultation with the Texas Parks and Wildlife Department over potential impacts to state-protected species.
  - The Army Corps will also consult with the Texas Historical Commission under Section 106 of the National Historic Preservation Act, to consider potential impacts on cultural resources.

- **U.S. Coast Guard Review**
  - Under the Ports and Waterway Safety Act, the Coast Guard will review the suitability of the waterway near the Project YaREN facility for the safe transport of ammonia on vessels. ICAP will prepare an assessment analyzing the waterway's suitability. The Coast Guard will then determine whether to issue a letter recommending the suitability of the waterway for the proposed marine traffic. The Coast Guard provides public notice of its review in the Federal Register and typically allows 30 days for public comments on vessel safety issues. This process must be complete before ammonia transfer operations commence.

Section C.2 CO_2 Pipeline Permits, Approvals, and Consultations

The list of required permits and approvals for the third-party CO_2 pipeline ultimately depends on the pipeline's final routing. The items listed below are those most commonly required for this type of pipeline project.

- **Army Corps Permitting and Related Agency Approvals and Consultations.** The CO_2 pipeline's crossings of streams and wetlands subject to Army Corps jurisdiction under Section 404 of the Clean Water Act, and crossings of navigable waterbodies subject to Army Corps jurisdiction under Section 10 of the Rivers and Harbors Act, would require Army Corps authorization. If the CO_2 pipeline required an individual permit, the Army Corps would complete reviews and consultations similar to those described for ICAP's Section 404/10 permit. If it qualified for a nationwide or other general permit, the Army Corps would still need to ensure that most of those requirements were met, such as the Clean Water Act Section 401 water quality certification, Coastal Zone Management Act consistency determination, Endangered Species Act Section 7 consultation, and National Historic Preservation Act Section 106 consultation.
- **TCEQ Air and Water Discharge Permitting.** The CO_2 pipeline would require TCEQ air permits issued under the Clean Air Act for any emissions sources (e.g., compressor units) and TPDES water discharge permits (e.g., general permits for the discharge of hydrostatic test water; construction stormwater).
- **Texas Railroad Commission Reports and Permits.** The third-party CO_2 pipeline operator would need to file

a P-5 Organization Report (which registers the entity with the Texas Railroad Commission), a T-4 Pipeline Operator Permit (which requires operators to show they have implemented safety measures and environmental protections consistent with state and federal regulations), and a PS-48 Pipeline New Construction Notice and Report (which provides information the agency needs to monitor pipeline construction activities).

- **Other Permits.** Depending on routing, the CO_2 pipeline may require a Texas Antiquities Permit from the Texas Historical Commission (needed to manage ground disturbances on public land and the work affecting state-owned historic buildings to protect historical resources) or a Texas Parks and Wildlife Department sand and gravel permit (needed for activities requiring excavation of sand and gravel in state waters).

Section C.3 Natural Gas Supply Pipeline Permits, Approvals, and Consultations

Project YaREN's ammonia production facility will require a natural gas supply pipeline, which would be constructed and operated by a third party. Project YaREN's siting at the EIEC means that it is in close proximity to several natural gas supply pipelines, and any lateral constructed to provide the needed natural gas supply is likely to be relatively short. As with the CO_2 pipeline, the list of required permits and approvals for the third-party natural gas supply pipeline ultimately depends on the pipeline's final routing, and the below list captures those most commonly required for this type of pipeline project.

- **Federal Energy Regulatory Commission ("FERC") Approval.** Assuming the supply lateral would be a natural gas supply pipeline in interstate service, the third-party pipeline operator would need to obtain a Natural Gas Act Section 7 certificate of public convenience and necessity. FERC would review the project under the Natural Gas Act to determine whether it is in the public interest, and FERC would act as the lead federal agency for the project's National Environmental Policy Act review of impacts from the project's construction and operation. FERC would also act as the lead federal agency for the same suite of required consultations discussed above for Project YaREN's Army Corps permitting, including Endangered Species Act Section 7 and National Historic Preservation Act Section 106 consultations, and FERC would need to obtain Clean Water Act Section 401 water quality certification and Coastal Zone Management Act consistency determination for the project.
- **Army Corps Permitting.** The natural gas supply pipeline's crossings of streams and wetlands subject to Army Corps jurisdiction would require Army Corps authorization, as discussed above for the CO_2 pipeline. However, to the extent reviews or consultations are required under the National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, and similar statutes, FERC would be the lead agency, with the Army Corps likely acting as a cooperating agency.
- **TCEQ Air and TCEQ or Railroad Commission Water Discharge Permitting.** The natural gas supply pipeline would require TCEQ air permits issued under the Clean Air Act for any emissions sources (e.g., compressor units). Depending on facility type and the applicability of exemptions under the Clean Water Act, it may require TCEQ- or Railroad Commission-issued water discharge permits (e.g., general permits for the discharge of hydrostatic test water; construction stormwater).
- **Other Permits.** Depending on routing, the natural gas supply pipeline may require a Texas Antiquities Permit from the Texas Historical Commission (needed to manage ground disturbances on public land and the work affecting state-owned historic buildings to protect historical resources) or a Texas Parks and Wildlife Department sand and gravel permit (needed for activities requiring excavation of sand and gravel in state waters).

PLANNING & ZONING VOTING RECORD
& ATTENDANCE RECORD

DATE: 11/03/2025 **NO.** 674

			DESCRIPTION
THIS APPLICATION __ REQUIRES **X DOES NOT REQUIRE** A SUPER MAJORITY VOTE BY CITY COUNCIL.	PRESENT OR ABSENT	VOTE	**DELIBERATE AND TAKE APPROPRIATE ACTION ON AN APPLICATION FILED BY INGLESIDE CLEAN AMMONIA PARTNERS, LLC ("ICAP") REQUESTING A SPECIAL USE PERMIT PURSUANT TO SECTION 78-267 OF THE CODE OF ORDINANCE FOR THE INTENSIVE USE CONSISTING OF CONSTRUCTION AND OPERATION OF THE INGLESIDE BLUE AMMONIA FACILITY ON PROPERTY LOCATED AT 1450 LEXINGTON BLVD, FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW:** **• BEING THE FOLLOWING DESCRIBED TRACTS OF LAND: (1) 208.131 ACRES, MORE OR LESS, OUT OF A CALLED 478.376-ACRE TRACT DESCRIBED IN A DEED, RECORDED IN VOLUME 2081, PAGE 483, DEED RECORDS, NUECES COUNTY, TEXAS AND BEING PART OF THE L. VON ZACHARIAS SURVEY 1, ABSTRACT 271 AND BEING IN SAN PATRICIO COUNTY, TEXAS, AND BEING A PORTION OF SAN PATRICIO APPRAISAL DISTRICT TAX ID NO. 67889, TOGETHER WITH: (2) THE PIERS, DOCKS, BULKHEADS, WHARVES, AND SIMILAR FACILITIES AND STRUCTURES THAT ARE ATTACHED TO SAID LAND (INCLUDING THE APPROXIMATELY 2.349 ACRES OF DOCK AND FACILITIES BEING IDENTIFIED AS SAN PATRICIO APPRAISAL DISTRICT TAX ID NO. 1021172) OR THAT BECOME ATTACHED TO SAID LAND AND EXTEND INTO AND OVER THE WATERS OF CORPUS CHRISTI BAY.**
ALAN BEAUBIEN ***(Place #1 - 12/31/25)*** **2ND Term**	**P**	**Y**	PUBLIC HEARING NOTES At 6:15 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
JACOB LOPEZ ***(Place #2 - 12/31/25)*** **1ST Term**	**A**	**-**	**Speaking For:** Dolly Trolly 3662 San Antonio Corpus Christi **Speaking Against:** Berkley Jenkins 325 Woodhaven Ingleside on the Bay Harbor Jenkins 325 Woodhaven Ingleside on the Bay Ann Nyberg 320 Inglewood Ingleside on the Bay Cynthia Beures 2621 Live Oak
CONNOR BROWN ***(Place # 3 - 12/31/25)*** **2ND Term**	**P**	**Y**	

JEREMY LONG ***(Place #4 - 12/31/26)*** **1st Term**	**P**	**Y**
RICARDO TREVINO JR ***(Place # 5 - 12/31/26)*** **1st Term**	**P**	**Y**
(Place #6 - 12/31/26) **1ST Term**	**-**	**-**
CYNTHIA WILSON ***(Place #7 - 12/31/26)*** **2ND Term**	**P**	**A** **B**

Lynn Porter 511 Bayshore Dr Ingleside on the Bay
William Porter 511 Bayshore Dr Ingleside on the Bay
Patrick Higgins 2414 Main St
Myra Alaniz 4695 FM 1889 Robstown
Cyndi Valdez 809 Bayshore Dr Ingleside on the Bay
Dora Salinas 2018 Jenica Dr
Heather Blair 1408 Austin St Portland
Dayton Campbell 1408 Maria Cir Corpus Christi
Julio Salinas 2018 Jenica Dr
Linda Timmerman 1702 Indian Tr
Liliana Salinas 2018 Jenica Dr
Raymond Carroll 2083 Glenwood Dr
Martha Habluetzel 3508 Ave A
Dewey Magee III 4252 Kestrel Ln Portland
Claudia Elliot 2176 Timberleaf Cir
Catherine Hatch 418 Woodhaven Ingleside on the Bay
Tom Daley 904 Sandpiper Ingleside on the Bay
Mary Ann Calendar 602 Driftwood Ingleside on the Bay
Denis Hermes 1459 S Main
Art Carmona 2794 Houston Ave
Shawn Shipp 4101 Brett St Corpus Christi
Louise Ruggiero 2574 County Rd 2010 Aransas Pass
Jenney Hill 4279 County Rd 4673 Aransas Pass
Carole Howard 307 S McCampbell Aransas Pass
Bethy Aguirre 2068 Buckeye Dr

At 7:15 p.m. Chairman Wilson closed the Public Hearing and reconvened the Planning and Zoning Commission Meeting.

Motion: Commission Member Trevino made a motion to recommend to City Council approval of the request for a Special Use Permit pursuant to Section 78-267 of the Code of Ordinances for the intensive use consisting of construction and operation of the Ingleside Blue Ammonia facility on the property described above. Commission Member Beaubien seconded the motion. Motion carried 4:0:1.

Cynthia Wilson

Chairman

November 3, 2025

Date

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS, CONDITIONALLY GRANTING A SPECIAL USE PERMIT PURSUANT TO SECTION 78-267 OF THE CITY OF INGLESIDE CODE OF ORDINANCES TO AUTHORIZE THE USE FOR THE CONSTRUCTION AND OPERATION OF A BLUE AMMONIA FACILITY, AS AN INTENSIVE USE ON PROPERTY TOGETHER WITH ADJACENT DOCK AREAS, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING CONDITIONS OF APPROVAL; PROVIDING FOR EXPIRATION, REVOCATION, AND LIMITATION OF AUTHORIZATION; PROVIDING FOR EFFECTIVE DATE, READINGS, SEVERABILITY, AND PUBLICATION; AND PROVIDING FOR RELATED MATTERS.

BEING THE FOLLOWING DESCRIBED TRACTS OF LAND: (1) 208.131 ACRES, MORE OR LESS, OUT OF A CALLED 478.376-ACRE TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 2081, PAGE 483, DEED RECORDS, NUECES COUNTY, TEXAS, AND BEING PART OF THE L. VON ZACHARIAS SURVEY 1, ABSTRACT 271, AND BEING IN SAN PATRICIO COUNTY, TEXAS, AND BEING A PORTION OF SAN PATRICIO APPRAISAL DISTRICT TAX ID NO. 67889, TOGETHER WITH: (2) THE PIERS, DOCKS, BULKHEADS, WHARVES, AND SIMILAR FACILITIES AND STRUCTURES THAT ARE ATTACHED TO SAID LAND (INCLUDING THE APPROXIMATELY 2.349 ACRES OF DOCK AND FACILITIES BEING IDENTIFIED AS SAN PATRICIO APPRAISAL DISTRICT TAX ID NO. 1021172) OR THAT BECOME ATTACHED TO SAID LAND AND EXTEND INTO AND OVER THE WATERS OF CORPUS CHRISTI BAY.

WHEREAS, an application for a special use permit by the Ingleside Clean Ammonia Partners, LLC ("Applicant"), was submitted to permit the use for construction and operation of a blue ammonia facilty to manufacture anhydrous ammonia (NH_3) on the real property described above and identified in **Exhibit A**; and

WHEREAS, the above described real property on which the Special Use Permit is sought is currently zoned "I" Industrial District under the City of Ingleside's Zoning Ordinance, and the Applicant now seeks a Special Use Permit pursuant to Section 78-267 of the Ingleside Code of Ordinances to authorize the use of the Property for the construction and operation of a blue ammonia facility to manufacture anhydrous ammonia (NH_3); and

WHEREAS, in accordance with state law and the City's Code of Ordinances, notice of public hearings before both the Planning and Zoning Commission and the City Council regarding the requested Special Use Permit was published in the ***Ingleside Index***, a newspaper of general circulation in the City of Ingleside on October 16, 2025, for the public hearings before the Planning

and Zoning Commission and for the City Council with said publication being made more than fifteen (15) days prior to the respective public hearings; and

WHEREAS, written notice of the above public hearings before the Planning & Zoning Commission and the City Council were sent to each owner of real property, as indicated on the approved tax roll of the City of Ingleside, within 400 feet of the property, with said notice provided more than ten (10) days prior to the each of the public hearings of the Planning and Zoning Commission and City Council as cited above; and

WHEREAS, the Planning and Zoning Commission met and held a public hearing on November 3, 2025, and after hearing and considering the application, the City's comprehensive plan, the future development of the City as a whole, and other relevant factors, the Planning and Zoning Commission recommended approval of the request; and

WHEREAS, the City Council of the City of Ingleside ("City Council"), pursuant to Section 78-267 of the Ingleside Code of Ordinances may, as part of its decision, impose such conditions and safeguards as are reasonable or necessary in its opinion to protect surrounding property and persons from such hazards; and

WHEREAS, the City Council conducted a public hearing on the proposed zoning change on November 10, 2025 and having given full consideration to the application, the staff report, the recommendation of the Planning and Zoning Commission, and all testimony and evidence presented at the public hearing, the City Council is of the opinion and finds that the proposed use, as conditioned herein, will properly protect the public health, safety, and welfare of the City.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS:

Section 1. A special use permit is hereby conditionally granted to allow the use of the real property for construction and operation of a blue ammonia facility, as defined herein, on the following real property ("Property") identified in **Exhibit A** and further described below:

> **BEING THE FOLLOWING DESCRIBED TRACTS OF LAND: (1) 208.131 ACRES, MORE OR LESS, OUT OF A CALLED 478.376-ACRE TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 2081, PAGE 483, DEED RECORDS, NUECES COUNTY, TEXAS, AND BEING PART OF THE L. VON ZACHARIAS SURVEY 1, ABSTRACT 271, AND BEING IN SAN PATRICIO COUNTY, TEXAS, AND BEING A PORTION OF SAN PATRICIO APPRAISAL DISTRICT TAX ID NO. 67889, TOGETHER WITH: (2) THE PIERS, DOCKS, BULKHEADS, WHARVES, AND SIMILAR FACILITIES AND STRUCTURES THAT ARE ATTACHED TO SAID LAND (INCLUDING THE APPROXIMATELY 2.349 ACRES OF DOCK AND FACILITIES BEING IDENTIFIED AS SAN PATRICIO APPRAISAL DISTRICT TAX ID NO. 1021172) OR THAT BECOME ATTACHED TO SAID LAND AND EXTEND INTO AND OVER THE WATERS OF CORPUS CHRISTI BAY.**

Section 2. Conditions: The granting of this Special Use Permit for Intensive Use is conditioned on the Applicant's compliance with the following Conditions:

1) Definitions for purposes of this ordinance.

a. **"*Blue Ammonia Facility*"** shall mean an industrial facility for the production, storage, and transfer for export of anhydrous ammonia (NH_3) using autothermal reforming (ATR) technology and the Haber-Bosch process. The facility shall include systems necessary for safe operation, and shall capture carbon dioxide (CO_2) generated during production, in volumes and in accordance with methods as required under the facility's air permits issued by the Texas Commission on Environmental Quality, for transport to an offsite permanent sequestration facility located outside of San Patricio County.

b. **"*Containment Tank*"** shall mean an above-ground, double-walled storage tank used to hold anhydrous ammonia (NH_3), equipped with vapor recovery and secondary containment systems to prevent releases into the environment.

2) The final ammonia product manufactured at the Blue Ammonia Facility will be anhydrous ammonia (NH_3), with no ammonium nitrate (NH_4NO_3) manufactured, produced or stored at the site.

3) The ammonia production components of the Blue Ammonia Facility will be located within the "Ammonia Production Area" as identified in the site plan attached as **Exhibit B**, with a buffer of at least 700 feet between any ammonia production facility and the northern frontage of the Enbridge Ingleside Energy Center property abutting the east-west portion of Main Street (FM 1069).

4) All Containment Tanks will be located within the "Ammonia Storage Area" as identified on **Exhibit B**, with a buffer of at least 4,500 feet between any Containment Tank and the northern frontage of the Enbridge Ingleside Energy Center property abutting the east-west portion of Main Street (FM 1069).

5) Produced ammonia will be stored as a liquid in Containment Tanks. All Containment Tanks shall be designed, constructed, and maintained in accordance with applicable local, state, and federal regulations.

6) The Blue Ammonia Facility including its Containment Tanks and related ammonia production, storage, and loading facilities will be wholly contained within the security perimeter of the Enbridge Ingleside Energy Center, which is enclosed by high-security fencing with restricted entry points that are staffed at all hours of day and night. Additional fencing will separate the ammonia production and storage facilities from other facilities within the Enbridge Ingleside Energy Center. The Applicant's perimeter security systems shall be maintained in good working condition at all times.

7) Process controls within the ammonia production facilities will be continuously monitored and will include early alerts for deviations of processes outside of normal operating conditions.

8) The ammonia production facilities will be equipped with continuous ammonia gas alarm and detection systems that activate an alarm upon early detection.

9) The Blue Ammonia Facility including its Containment Tanks and related storage and loading facilities will incorporate multiple layers of independent safeguards, consistent with all legal requirements, to maintain safe operations and if needed, to safely shut down the operations. A summary list and brief description of these safeguards shall be submitted as part of related building permit applications for the City's review, to be supplemented with supporting documentation indicating their installation and functionality prior to operations. The Applicant will maintain all legally required safeguards and will provide an update to the City upon any material upgrade or update to safeguards.

10) Prior to the commencement of commercial operations, the applicant will provide the City with a report summarizing those activities and installations that reflect compliance with Conditions 5 through 9. As part of the City's building permit and inspection processes during construction and commissioning of the Blue Ammonia Facility, the City's building inspectors shall have the right to visually inspect the Blue Ammonia Facility for the purpose of verifying compliance with these conditions. Such inspection shall be conducted upon seven (7) days' written notice to the Applicant and at a mutually agreeable date and time, provided that such inspection shall not be unreasonably withheld, delayed, or denied by the Applicant. All City inspectors will be escorted and will comply with Enbridge Ingleside Energy Center and Applicant site safety protocols and restrictions.

11) The Applicant will promote community participation in City- and County-managed emergency notification systems. Beginning at the commencement of ammonia production facility commissioning, and for at least three (3) years thereafter, the applicant will provide the City with semi-annual updates describing the applicant's efforts promoting participation in emergency notification systems.

12) No ammonia produced at the facility shall be transported by truck or rail. All commercial transport of produced ammonia shall occur exclusively via marine vessel through the Enbridge Ingleside Energy Center's marine terminal infrastructure.

13) Approval of this Special Use Permit authorizes only the *use* of the Property as specified herein and does not constitute approval of any specific site improvements, building permits, construction plans, or other development activities requiring separate review or permitting under applicable laws or ordinances.

a. No use, development, or construction on the Property shall commence or be deemed complete without full compliance with all applicable local, state, and federal laws, regulations, codes, and ordinances. All construction, installation, and operational activities shall conform to the applicable provisions of the City of Ingleside Code of Ordinances, including but not limited to platting, permitting requirements, and all other governing requirements applicable to the Property.

b. The property owner, applicant, or their authorized agent shall be solely responsible for obtaining, maintaining, and complying with all permits, licenses, approvals, and authorizations required by any local, state, or federal agency or governmental authority having jurisdiction. Copies of such documents shall be provided to the City upon request or as a condition of continued operation under this Permit.

Section 3. Failure to Comply. Failure to comply with any condition or safeguard imposed as part of this Special Use Permit, or with any applicable provision of the Ingleside Code of Ordinances, shall constitute a violation of this ordinance and may result in revocation of the permit by the City Council after notice and opportunity to cure.

Upon identification of any noncompliance, the City shall provide written notice to the Applicant or property owner describing the nature of the violation and allowing a reasonable period of time, not to exceed one hundred eighty (180) days, to correct or cure such noncompliance. If the violation is not corrected within the time specified, the City Council may, after notice and hearing, revoke the Special Use Permit in whole or in part or impose additional conditions as necessary to protect the public health, safety, and welfare.

Upon revocation of this Special Use Permit, all operations requiring authorization under it shall immediately cease, and further use of the Property inconsistent with the underlying zoning classification shall be unlawful unless a new Special Use Permit or zoning approval is granted by the City Council.

Section 4. Expiration. In accordance with Section 78-69(b) of the Ingleside Code of Ordinances, the Property Owner or Permit Holder shall have a period of ten (10) years from the date of adoption of this Special Use Permit to commence the Use authorized herein. For purposes of this section, "commence the Use" shall include the initiation of construction, grading, demolition, or other site preparation activities for any component of the authorized ammonia production, storage, or shipping facilities.

Once commencement of the Use has occurred within the required ten-year period, this Special Use Permit shall remain valid and in effect and shall not expire due solely to the passage of time unless sooner terminated or revoked in accordance with this Ordinance or applicable law.

If commencement of the Use does not occur within the ten-year period, this Special Use Permit shall automatically expire without further action of the City. Any extension of the ten-year commencement window must be approved by the City Council upon written request of the Property Owner or Permit Holder submitted prior to the expiration date.

Upon expiration or revocation of this Special Use Permit, all operations requiring authorization under it shall immediately cease, and any further use of the Property that is inconsistent with the underlying zoning classification shall be unlawful unless and until a new Special Use Permit or zoning approval is granted by the City Council.

Section 5. Authorization Limited: The authority granted by this Special Use Permit is limited solely to the use of the Property for construction and operation of a blue ammonia facility, on the real property described herein, subject to all conditions set forth above. Any other use of the Property not specifically authorized herein or under the Property's Zoning designation may require a separate permit or zoning approval. This ordinance does not authorize or approve the construction, installation, or operation of any facilities except as may be separately permitted in accordance with all applicable City ordinances and all applicable state and federal laws and regulations.

Section 6. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 7. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this ordinance, or the caption of it, shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 8. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

Section 9. Compliance with State Law and City Ordinances. The City Council of the City of Ingleside, Texas, finds that all legal prerequisites and procedural requirements for this Special Use Permit have been satisfied. All notices, publications, postings, and hearings required by Chapter 211, Texas Local Government Code, the Texas Open Meetings Act (Chapter 551, Texas Government Code), the City Charter, and the Code of Ordinances have been properly given and conducted. This ordinance and all related actions have been duly considered and adopted in compliance with all applicable laws of the State of Texas and the City of Ingleside.

PASSED, ORDAINED, APPROVED AND ADOPTED this 10th day of November, 2025 by __ (ayes) to __ (nays) with __ abstentions by a vote of the City Council of the City of Ingleside.

CITY OF INGLESIDE, TEXAS

_____
Pedro Oscar Adame, Mayor

ATTEST:

_____
Jana Stork, City Secretary

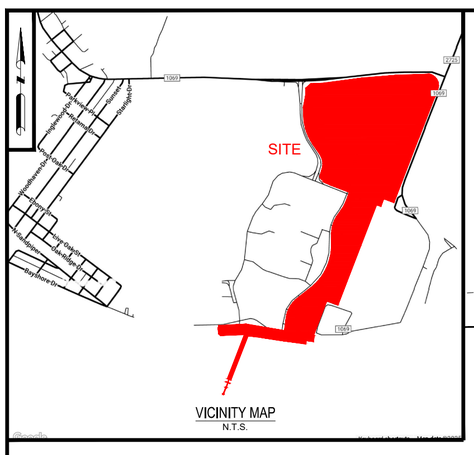
First Reading:_ _____

Second Reading:_ _____

DRAFT

BOUNDARY SURVEY OF A 224.282 ACRE TRACT OF LAND
(NET: 210.483 ACRES)

SITUATED IN
LOUIS VAN ZACHARIAS SURVEY, ABSTRACT NO. 271
& T.H. JUDSON SURVEY, ABSTRACT NO. 177
SAN PATRICIO COUNTY, TEXAS



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 88°21'28" E	250.00'
L2	N 68°50'56" W	249.32'
L3	S 21°09'24" W	191.60'
L4	N 68°52'58" W	105.23'
L5	N 68°53'44" W	260.61'
L6	S 65°41'03" W	16.69'
L7	S 80°36'16" E	20.46'
L8	S 08°08'32" W	138.47'
L9	N 82°03'57" W	168.65'
L10	S 07°57'06" W	79.41'
L11	N 82°02'53" W	537.14'
L12	N 82°06'17" W	143.33'
L13	N 80°45'10" W	353.28'
L14	N 82°52'10" W	310.87'
L15	N 82°00'31" W	12.02'
L16	N 67°37'12" W	37.96'
L17	S 22°22'48" W	72.00'
L18	S 67°37'12" E	45.00'
L19	S 22°22'48" W	10.00'
L20	N 67°37'12" W	37.95'
L21	S 22°22'48" W	111.17'

LINE TABLE		
LINE #	BEARING	DISTANCE
L22	S 67°37'12" E	9.59'
L23	S 22°22'48" W	10.00'
L24	N 67°37'12" W	9.59'
L25	S 22°22'48" W	150.35'
L26	S 67°37'12" E	1.25'
L27	S 07°37'12" E	12.50'
L28	S 52°22'48" W	12.50'
L29	N 67°37'12" W	12.50'
L30	N 07°37'12" W	12.50'
L31	N 52°22'48" E	12.50'
L32	S 67°37'12" E	1.25'
L33	N 22°22'48" E	150.35'
L34	N 67°37'12" W	10.26'
L35	N 22°22'48" E	10.00'
L36	S 67°37'12" E	10.26'
L37	N 22°22'48" E	111.17'
L38	N 67°37'12" W	42.05'
L39	N 22°22'48" E	10.00'
L40	S 67°37'12" E	35.00'
L41	N 22°22'48" E	72.00'
L42	N 67°37'12" W	37.96'

LINE TABLE		
LINE #	BEARING	DISTANCE
L43	S 88°02'57" W	562.90'
L44	N 45°32'10" W	57.94'
L45	N 04°26'03" W	137.68'
L46	N 16°54'30" E	55.68'
L47	N 87°03'38" E	643.53'
L48	N 07°54'27" E	307.03'
L49	N 52°05'30" E	389.73'
L50	N 00°16'24" E	268.99'
L51	N 36°13'19" E	140.09'
L52	N 21°07'40" E	243.27'
L53	N 68°52'20" W	489.92'
L54	N 65°54'12" W	134.53'
L55	N 59°47'09" W	37.09'
L56	N 21°07'40" E	30.65'
L57	N 64°23'29" W	29.51'
L58	N 17°46'45" E	141.42'
L59	N 34°25'35" W	289.87'
L60	N 01°40'36" W	199.39'
L61	N 11°01'36" E	298.33'
L62	N 01°39'15" W	150.00'
L63	N 49°41'36" E	160.06'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	451.74'	266.26'	97°12'33"	S 27°17'07" E	399.47'
C2	539.81'	700.00'	44°11'01"	N 29°59'59" E	526.53'
C3	1135.02'	1255.00'	51°49'05"	N 26°10'57" E	1096.73'
C4	486.25'	775.00'	35°56'54"	N 18°14'52" E	478.31'
C5	198.89'	755.00'	15°05'38"	N 28°40'30" E	198.32'
C6	143.42'	100.00'	82°10'24"	N 23°18'22" W	131.44'
C7	348.07'	382.00'	52°12'22"	N 08°19'25" W	336.15'
C8	711.06'	1244.00'	32°44'59"	N 18°03'06" W	701.42'

TOTAL ACREAGE OF SUP AREA
196.136 ACRES
3.402 ACRES
8.596 ACRES
2.349 ACRES
210.483 TOTAL ACRES

209.935 ACRES
(9,144,754 SQ. FT.)
TOTAL: 209.935 AC.
- ZONE C-2: 13.799 AC.
NET: 196.136 AC.
PART OF A
CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.
TAX ID: 67889

3.402 ACRES
(148,174 SQ. FT.)
PART OF A
CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.
TAX ID: 67889

EXISTING DOCK
8.596 ACRES
(374,453 SQ. FT.)
PART OF A
CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.
TAX ID: 67889

EXISTING DOCK
2.349 ACRES
(102,319 SQ. FT.)
TAX ID: 1021172

POB
NAD83 (4205)
N: 17195431.23
E: 1403497.30

FOUND OXY CONCRETE MONUMNENT WITH BRASS CAP

FOUND 5/8" CAPPED IRON ROD "GULLET & ASSOC"

FOUND CONCRETE MONUMNENT

ZONED C-2
SAVE & EXCEPT TRACT
13.799 ACRES
(601,064 SQ. FT.)

FM 1069
(MAIN STREET)
100' R.O.W.

N 88°21'28" E 726.34'
N 85°29'44" E 801.00'
N 82°38'50" E 1004.99'
S 21°19'27" W 1216.16'
S 21°09'08" W 1610.02'
S 21°09'29" W 2504.91'
S 21°08'50" W 855.93'
S 80°12'17" E 898.42'
N 21°14'32" E 1102.98'
S 21°27'55" W 1108.92'

200'

TICONDEROGA RD.
CORAL SEA RD.
HAMDEN HEAD BLVD.

LOUIS VAN ZACHARIAS SURVEY
ABSTRACT NO. 272
SAN PATRICIO COUNTY, TEXAS

JOHN ROBINSON SURVEY
ABSTRACT NO. 225
SAN PATRICIO COUNTY, TEXAS

LOUIS VAN ZACHARIAS SURVEY
ABSTRACT NO. 271
SAN PATRICIO COUNTY, TEXAS

T.H. JUDSON SURVEY
ABSTRACT NO. 177
SAN PATRICIO COUNTY, TEXAS

L. VON ZACHARIAS
SURVEY, A-271

J. ROBINSON
SURVEY, A-225

JOHN ROBINSON SURVEY
ABSTRACT NO. 226
SAN PATRICIO COUNTY, TEXAS

UNINCORPORATED AREAS

REMAINDER OF
TRACT 2
A CALLED 435.62 ACRE TRACT
DOCUMENT NO. 2012044015
D.R.N.C.T.

REMAINDER OF
A CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.

REMAINDER OF
FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC (TRACT 7)
CALLED 106.06 ACRES
CF NO. 604076 & 682036
O.P.R.S.P.C.T.

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC
(TRACT 3)
CALLED 1.62 ACRES
("PARCEL A")
CF NO. 606859
O.P.R.S.P.C.T.

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC
(TRACT 4)
CALLED 1.72 ACRES
("PARCEL B")
CF NO. 606859
O.P.R.S.P.C.T.

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC
(TRACT 5)
CALLED 8.86 ACRES
("LEASE AREA A")
CF NO. 606954
O.P.R.S.P.C.T.
TAX PID: 112281

FLINT HILLS RESOURCES
CORPUS CHRISTI, LLC
(TRACT 6)
CALLED 2.06 ACRES
("LEASE AREA A")
CF NO. 606954

KOCH PIPELINE COMPANY, L.P.
(TRACT 8)
CALLED 19.65 ACRES
("LEASED PREMISES")
CALCULATED 23.87 ACRES
CF NO. 444378
O.P.R.S.P.C.T.
TAX PID: 1001963 & 114024

WATERFRONT TRACT
CALCULATED 6.91 ACRES
(300,911 SQ. FT.)
(PORTION OF TRACT 7)

MODA INGLESIDE FACILITIES, LLC
EXCLUSIVE EASEMENT
CALLED 84.33 ACRES ("TRACT 4")
CF NO. 685930
O.P.R.S.P.C.T.
TAX PID: 110297

F.M. HIGHWAY NO. 1069
VOL. 194 PG. 578, D.R.S.P.C.T.
(100-FT. WIDE PUBLIC RIGHT OF WAY)

CORPUS CHRISTI BAY

ZONE VE
ZONE AE
ZONE X

FOUND MONUMENT WITH BRASS CAP
FOUND OXY CONCRETE MONUMNENT WITH BRASS CAP
FOUND 5/8" CAPPED IRON ROD "GULLET & ASSOC"

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE" (4205).
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
3. ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR SAN PATRICIO COUNTY, TEXAS, DATED 10/04/2016, MAP NO. 48409C0650E, A PORTION OF SUBJECT PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN ZONE VE (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD) (COASTAL FLOOD ZONE WITH VELOCITY HAZARD <WAVE ACTION>; BASE FLOOD ELEVATIONS DETERMINED), AND A PORTION OF SUBJECT PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN UNINCORPORATED AREAS.
4. UTILITY LOCATIONS AS SHOWN ON THE BOUNDARY SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THEIR MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS BOUNDARY SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.

1-800-344-8377
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

To: ENBRIDGE INGLESIDE OIL TERMINAL LLC, The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS
PERFORMED UNDER MY DIRECT SUPERVISION

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

300' 0' 300' 600'
SCALE: 1" = 300'

LEGEND
- SECTION LINE
- ADJOINER PROPERTY LINE
- OHE — OVERHEAD ELECTRIC
- PROPERTY LINE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- X — FENCE LINE
- POWER POLE
- FOUND MONUMENT
- SET MONUMENT
- (R) RECORD
- (M) MEASURED

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 22224

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

ENBRIDGE INGLESIDE OIL TERMINAL LLC
BOUNDARY SURVEY
OF A 224.282 ACRE / 9,769,704 S.F.
TRACT OF LAND
(NET: 210.483 ACRE / 9,168,640 S.F.)
SITUATED IN
LOUIS VAN ZACHARIAS SURVEY
ABSTRACT NO. 271
& T.H. JUDSON SURVEY
ABSTRACT NO. 177
SAN PATRICIO COUNTY, TEXAS

DRAWN BY: NH	DATE: 10/10/25	DWG. NO. 22224_SUP BOUNDARY SURVEY_210.483 AC	REV. 0
CHECKED BY: APB	DATE: 10/10/25		
SCALE: 1"=300'	PAGE 1 OF 2		

BOUNDARY SURVEY OF A 224.282 ACRE TRACT OF LAND
(NET: 210.483 ACRES)

SITUATED IN
LOUIS VAN ZACHARIAS SURVEY, ABSTRACT NO. 271
& T.H. JUDSON SURVEY, ABSTRACT NO. 177
SAN PATRICIO COUNTY, TEXAS

SAN PATRICIO COUNTY, TEXAS

LEGAL DESCRIPTION:

BEING AN 224.282 ACRE TRACT OF LAND SITUATED IN LOUIS VAN ZACHARIAS SURVEY, ABSTRACT NO. 271, AND T.H. JUDSON SURVEY, ABSTRACT NO. 177, SAN PATICIO COUNTY, TEXAS, AND BEING PART OF A CALLED 478.376 ACRE TRACT OF LAND, AS RECORDED IN VOLUME 2081, PAGE 483, DEED RECORDS, NUECES COUNTY, TEXAS. SAID 224.282 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF F.M. 1069 (100' R.O.W) FOR THE NORTHWEST CORNER OF A 209.935 ACRE TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF SAID HEREIN DESCRIBED TRACT. SAID FOUND OXY CONCRETE MONUMENT WITH BRASS CAP BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), COORDINATE OF N: 17195431.23, E: 1403497.30 FEET, FOR REFERENCE.

THENCE, WITH THE SOUTH RIGHT-OF-WAY-LINE OF SAID F.M. 1609, SAME BEING THE NORTH BOUNDARY LINE OF SAID 209.935 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

N 88°21'28" E, A DISTANCE OF 250.00 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND FOR CORNER;
N 82°38'50" E, A DISTANCE OF 1004.99 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND FOR CORNER;
N 85°29'44" E, A DISTANCE OF 801.00 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND FOR CORNER;
N 88°21'28" E, A DISTANCE OF 726.34 FEET TO A 5/8" CAPPED IRON ROD STAMPED "GULLET & ASSOC" FOUND FOR THE NORTHEAST CORNER OF SAID 209.935 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID HEREIN DESCRIBED TRACT, AND BEING THE START OF A CURVE TO THE RIGHT WITH A RADIUS OF 266.26 FEET, A DELTA ANGLE OF 97°12'33", AND A CHORD BEARING AND DISTANCE OF S 27°17'07" E, 399.47 FEET;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 451.74 FEET TO A CONCRETE MONUMENT FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 1069, SAME BEING THE EAST BOUNDARY LINE OF SAID 209.935 ACRE TRACT, FOR CORNER;

THENCE, WITH THE WEST RIGHT-OF-WAY-LINE OF SAID F.M. 1609, SAME BEING THE EAST BOUNDARY LINE OF SAID 209.935 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

S 21°19'27" W, A DISTANCE OF 1216.16 FEET TO A CONCRETE MONUMENT FOUND FOR CORNER;
S 21°09'08" W, A DISTANCE OF 1610.02 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND IN THE WEST BOUNDARY LINE OF A CALLED 106.06 ACRE TRACT OF LAND CONVEYED TO FLINT HILLS RECOURSES CORPUS CHRISTI, LLC, RECORDED IN CLERK'S FILE NO. 604076 & 682036, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY, TEXAS, FOR CORNER;

THENCE, WITH THE WEST BOUNDARY LINE OF SAID 106.06 ACRE TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 209.935 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

N 68°50'56" W, A DISTANCE OF 249.32 FEET TO A 5/8" CAPPED IRON ROD STAMPED "GULLET & ASSOC" FOUND FOR CORNER;
S 21°09'24" W, A DISTANCE OF 191.60 FEET TO A 5/8" CAPPED IRON ROD STAMPED "GULLET & ASSOC" FOUND FOR CORNER;
N 68°52'58" W, A DISTANCE OF 105.23 FEET TO A 5/8" CAPPED IRON ROD STAMPED "GULLET & ASSOC" FOUND FOR CORNER;
S 21°09'29" W, A DISTANCE OF 2504.91 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND FOR CORNER;
N 68°53'44" W, A DISTANCE OF 260.61 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND FOR CORNER;
S 65°41'03" W, A DISTANCE OF 16.96 FEET TO A 5/8" CAPPED IRON ROD STAMPED "GULLET & ASSOC" FOUND FOR CORNER;

THENCE, WITH THE WEST BOUNDARY LINE OF SAID 106.06 ACRE TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 209.935 ACRE TRACT, AND THE WEST BOUNDARY LINE OF A CALLED 1.62 ACRE TRACT OF LAND CONVEYED TO FLINT HILLS RECOURSES CORPUS CHRISTI, LLC, RECORDED IN CLERK'S FILE NO. 606859, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY, TEXAS, AND THE WEST BOUNDARY LINE OF A CALLED 1.72 ACRE TRACT OF LAND CONVEYED TO FLINT HILLS RECOURSES CORPUS CHRISTI, LLC, RECORDED IN CLERK'S FILE NO. 606859, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY, TEXAS, S 21°08'50" W, A DISTANCE OF 855.93 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND IN THE WEST BOUNDARY LINE OF SAID 1.72 ACRES TRACT, AND IN THE NORTH BOUNDARY LINE OF A 3.402 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF SAID 209.935 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 3.402 ACRE TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID 1.72 ACRE TRACT, S 80°36'16" E, A DISTANCE OF 20.46 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND FOR THE NORTHEAST CORNER OF SAID 3.402 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.72 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST BOUNDARY LINE OF SAID 3.402 ACRE TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID 1.72 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

S 08°08'32" W, A DISTANCE OF 138.47 FEET TO A MONUMENT WITH BRASS CAP FOUND FOR CORNER;
N 82°03'57" W, A DISTANCE OF 168.65 FEET TO A MONUMENT WITH BRASS CAP FOUND FOR CORNER;
S 07°57'06" W, A DISTANCE OF 79.41 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 1.72 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 8.86 ACRE TRACT OF LAND CONVEYED TO FLINT HILLS RECOURSES CORPUS CHRISTI, LLC, RECORDED IN CLERK'S FILE NO. 606954, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF A CALLED 84.33 ACRE TRACT OF LAND CONVEYED TO MODA INGLESIDE FACILITIES, LLC, RECORDED IN CLERK'S FILE NO. 685930, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF SAID 3.404 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID CALLED 84.33 ACRE TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF SAID 3.402 ACRE TRACT AND THE SOUTH BOUNDARY LINE OF A 8.596 ACRE TRACT OF LAND, THE FOLLOWING COURSE AND DISTANCES:

N 82°02'53" W, A DISTANCE OF 537.14 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 3.402 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 8.596 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;
N 82°06'17" W, A DISTANCE OF 143.33 FEET TO A POINT FOR CORNER;
N 80°45'10" W, A DISTANCE OF 353.28 FEET TO A POINT FOR CORNER;
N 82°52'10" W, A DISTANCE OF 310.87 FEET TO A POINT FOR CORNER;
N 82°00'31" W, A DISTANCE OF 12.02 FEET TO A POINT IN THE NORTH BOUNDARY LINE OF SAID 84.33 ACRE TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF SAID 8.596 ACRE TRACT, FOR THE NORTHEAST CORNER OF A CALLED 2.349 ACRE TRACT OF LAND, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID 84.33 ACRE TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF SAID 8.596 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

S 21°27'55" W, A DISTANCE OF 1108.92 FEET TO A POINT FOR CORNER;
N 67°37'12" W, A DISTANCE OF 37.96 FEET TO A POINT FOR CORNER;
S 22°22'48" W, A DISTANCE OF 72.00 FEET TO A POINT FOR CORNER;
S 67°37'12" W, A DISTANCE OF 45.00 FEET TO A POINT FOR CORNER;
S 22°22'48" W, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;
S 67°37'12" W, A DISTANCE OF 37.95 FEET TO A POINT FOR CORNER;
S 22°22'48" W, A DISTANCE OF 111.17 FEET TO A POINT FOR CORNER;
S 67°37'12" E, A DISTANCE OF 9.59 FEET TO A POINT FOR CORNER;
S 22°22'48" W, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;
N 67°37'12" W, A DISTANCE OF 9.59 FEET TO A POINT FOR CORNER;
S 22°22'48" W, A DISTANCE OF 150.35 FEET TO A POINT FOR CORNER;
S 67°37'12" E, A DISTANCE OF 1.25 FEET TO A POINT FOR CORNER;
S 07°37'12" E, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;
S 52°22'48" W, A DISTANCE OF 12.50 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 2.349 ACRE TRACT OF LAND, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;
N 67°37'12" W, A DISTANCE OF 12.50 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 2.349 ACRE TRACT OF LAND, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;
N 07°37'12" W, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;
N 52°22'48" E, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;
S 67°37'12" E, A DISTANCE OF 1.25 FEET TO A POINT FOR CORNER;
N 22°22'48" E, A DISTANCE OF 150.35 FEET TO A POINT FOR CORNER;
N 67°37'12" W, A DISTANCE OF 10.26 FEET TO A POINT FOR CORNER;
N 22°22'48" E, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;
S 67°37'12" E, A DISTANCE OF 10.26 FEET TO A POINT FOR CORNER;
N 22°22'48" E, A DISTANCE OF 111.17 FEET TO A POINT FOR CORNER;
N 67°37'12" W, A DISTANCE OF 42.05 FEET TO A POINT FOR CORNER;
N 22°22'48" E, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;
S 67°37'12" E, A DISTANCE OF 35.00 FEET TO A POINT FOR CORNER;
N 22°22'48" E, A DISTANCE OF 72.00 FEET TO A POINT FOR CORNER;
N 67°37'12" W, A DISTANCE OF 37.96 FEET TO A POINT FOR CORNER;
N 21°14'32" E, A DISTANCE OF 1102.98 FEET TO A POINT IN THE NORTH BOUNDARY LINE OF SAID 84.33 ACRE TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF SAID 8.596 ACRE TRACT, FOR THE NORTHWEST CORNER OF SAID 2.349 ACRE TRACT OF LAND, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID CALLED 84.33 ACRE TRACT, SAME BEING THE SOUTH BOUNDARY LINE OF SAID 8.596 ACRE TRACT, S 88°02'57" W, A DISTANCE OF 562.90 FEET TO A POINT IN THE NORTH BOUNDARY LINE OF SAID CALLED 84.33 ACRE TRACT, FOR THE SOUTHWEST CORNER OF SAID 8.596 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID CALLED 84.33 ACRE TRACT, WITH THE WEST BOUNDARY LINE OF SAID 8.596 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

N 45°32'10" W, A DISTANCE OF 57.94 FEET TO A POINT FOR CORNER;
N 04°26'03" W, A DISTANCE OF 137.68 FEET TO A POINT FOR CORNER;
N 16°54'30" E, A DISTANCE OF 55.68 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 8.596 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 8.596 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCES:

N 87°03'38" E, A DISTANCE OF 643.53 FEET TO A POINT FOR CORNER;
S 80°12'17" E, A DISTANCE OF 898.42 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 8.596 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 3.402 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 209.935 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST BOUNDARY LINE OF SAID 209.935 ACRE TRACT, AND BEING PARALLEL WITH CORAL SEA ROAD, TICONDEROGA ROAD, AND HAMDEN HEAD BOULEVARD, THE FOLLOWING COURSE AND DISTANCES:

N 07°54'27" E, A DISTANCE OF 307.03 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE RIGHT WITH A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 44°11'01", AND A CHORD BEARING AND DISTANCE OF N 29°59'59" E, 526.53 FEET;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 539.81 FEET TO A POINT FOR CORNER;

N 52°05'30" E, A DISTANCE OF 389.73 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE LEFT WITH A RADIUS OF 1255.00 FEET, A DELTA ANGLE OF 51°49'05", AND A CHORD BEARING AND DISTANCE OF N 26°10'57" E, 1096.73 FEET;

THENCE, WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 1135.02 FEET TO A POINT FOR CORNER;

N 00°16'24" E, A DISTANCE OF 268.99 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE RIGHT WITH A RADIUS OF 775.00 FEET, A DELTA ANGLE OF 35°56'54", AND A CHORD BEARING AND DISTANCE OF N 18°14'52" E, 478.31 FEET;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 486.25 FEET TO A POINT FOR CORNER;

N 36°13'19" E, A DISTANCE OF 140.09 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE LEFT WITH A RADIUS OF 755.00 FEET, A DELTA ANGLE OF 15°05'38", AND A CHORD BEARING AND DISTANCE OF N 28°40'30" E, 198.32 FEET;

THENCE, WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 198.89 FEET TO A POINT FOR CORNER;

N 21°07'40" E, A DISTANCE OF 243.27 FEET TO A POINT FOR CORNER;
N 68°52'20" W, A DISTANCE OF 489.92 FEET TO A POINT FOR CORNER;
N 65°54'12" W, A DISTANCE OF 134.53 FEET TO A POINT FOR CORNER;
N 59°47'09" W, A DISTANCE OF 37.09 FEET TO A POINT FOR CORNER;
N 21°07'40" E, A DISTANCE OF 30.65 FEET TO A POINT FOR CORNER;
N 64°23'29" W, A DISTANCE OF 29.51 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 82°10'24", AND A CHORD BEARING AND DISTANCE OF N 23°18'22" W, 131.44 FEET;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 143.42 FEET TO A POINT FOR CORNER;

N 17°46'45" E, A DISTANCE OF 141.42 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE LEFT WITH A RADIUS OF 382.00 FEET, A DELTA ANGLE OF 52°12'22", AND A CHORD BEARING AND DISTANCE OF N 08°19'25" W, 336.15 FEET;

THENCE, WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 348.07 FEET TO A POINT FOR CORNER;

N 34°25'35" W, A DISTANCE OF 289.87 FEET TO A POINT FOR CORNER, AND BEING THE START OF A CURVE TO THE RIGHT WITH A RADIUS OF 1244.00 FEET, A DELTA ANGLE OF 32°44'59", AND A CHORD BEARING AND DISTANCE OF N 18°03'06" W, 701.42 FEET;

THENCE, WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 711.06 FEET TO A POINT FOR CORNER;

N 01°40'36" W, A DISTANCE OF 199.39 FEET TO A POINT FOR CORNER;
N 11°01'36" E, A DISTANCE OF 298.33 FEET TO A POINT FOR CORNER;
N 01°39'15" W, A DISTANCE OF 150.00 FEET TO AN OXY CONCRETE MONUMENT WITH BRASS CAP FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 1609, FOR CORNER;

THENCE, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 1609, N 49°41'36" E, A DISTANCE OF 160.06 FEET TO THE POINT OF BEGINNING, CONTAINING 224.282 ACRES OR 9,769,704 SQUARE FEET OF LAND.

SAVE AND EXCEPT THE NORTH 200 FEET OF SAID 224.282 ACRE TRACT RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. 1609, ZONED C-2, CONTAINING 13.799 ACRES OR 601,064 SQUARE FEET OF LAND, FOR A NET OF 210.483 ACRES OR 9,168,640 SQUARE FEET OF LAND, MORE OR LESS.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE" (4205).
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
3. ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR SAN PATRICIO COUNTY, TEXAS, DATED 10/04/2016, MAP NO. 48409C0650E, A PORTION OF SUBJECT PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN ZONE VE (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD) (COASTAL FLOOD ZONE WITH VELOCITY HAZARD <WAVE ACTION>; BASE FLOOD ELEVATIONS DETERMINED), AND A PORTION OF SUBJECT PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN UNINCORPORATED AREAS.
4. UTILITY LOCATIONS AS SHOWN ON THE BOUNDARY SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THEIR MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS BOUNDARY SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.

1-800-344-8377
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

To: ENBRIDGE INGLESIDE OIL TERMINAL LLC, The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

AARON P. BOHLS TEXAS R.P.L.S. NO. 6517 DATE

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

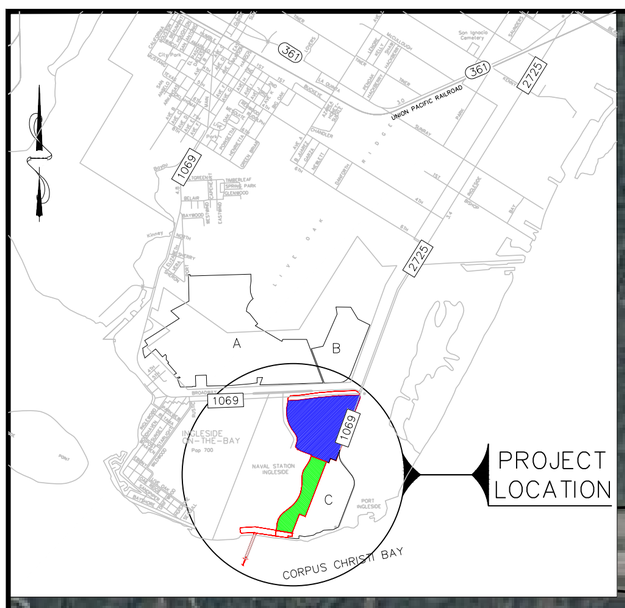
ENBRIDGE INGLESIDE OIL TERMINAL LLC
BOUNDARY SURVEY
OF A 224.282 ACRE / 9,769,704 S.F.
TRACT OF LAND
(NET: 210.483 ACRE / 9,168,640 S.F.)
SITUATED IN
LOUIS VAN ZACHARIAS SURVEY
ABSTRACT NO. 271
& T.H. JUDSON SURVEY
ABSTRACT NO. 177
SAN PATRICIO COUNTY, TEXAS

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 22224

DRAWN BY: NH	DATE: 10/10/25	DWG. NO. 22224_SUP BOUNDARY SURVEY_210.483 AC	REV. 0
CHECKED BY: APB	DATE: 10/10/25		
SCALE: 1"=300'	PAGE 2 OF 2		

SAN PATRICIO COUNTY, TEXAS
& NUECES COUNTY, TEXAS



VICINITY MAP
N.T.S.

F.M. 1069

200.0'

200.0'

ZONED C-2
SAVE & EXCEPT TRACT
13.799 ACRES
(601,064 SQ. FT.)

AMMONIA PRODUCTION AREA
142.089 ACRES
(6,189,378 SQ. FT.)

209.935 ACRES
(9,144,754 SQ. FT.)
TOTAL: 209.935 AC.
- ZONE C-2: 13.799 AC.
NET: 196.136 AC.
PART OF A
CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.
TAX ID: 67889

F.M. HIGHWAY NO. 1069
VOL. 105 PG. 463, DRSPCT

SUMMARY OF AMMONIA AREAS	
TRACT	ACREAGE
AMMONIA PRODUCTION	142.089 ACRES
AMMONIA STORAGE	54.047 ACRES
TOTAL	196.136 ACRES

REMAINDER OF
A CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.

AMMONIA STORAGE AREA
54.047 ACRES
(2,354,292 SQ. FT.)

TOTAL ACREAGE OF SUP AREA
196.136 ACRES
3.402 ACRES
8.596 ACRES
2.349 ACRES
210.483 ACRES

L. VON ZACHARIAS
SURVEY, A-271

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC
(TRACT 7)
CALLED 106.06 ACRES
CF NO. 604076 & 682036 O.P.R.S.P.C.T.

F.M. HIGHWAY NO. 1069
VOL. 105 PG. 463, DRSPCT

EXISTING DOCK
8.596 ACRES
(374,453 SQ. FT.)
PART OF A
CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.
TAX ID: 67889

3.402 ACRES
(148,174 SQ. FT.)
PART OF A
CALLED 478.376-ACRE TRACT
VOLUME 2081, PAGE 483
D.R.N.C.T.
TAX ID: 67889

J. ROBINSON
SURVEY, A-225

F.M. HIGHWAY NO. 1069
VOL. 194 PG. 578, D.R.S.P.C.T.
(100-FT. WIDE PUBLIC RIGHT OF WAY)

SAN PATRICIO COUNTY
NUECES COUNTY

SAN PATRICIO COUNTY
NUECES COUNTY

NUECES NAVIGATION
DISTRICT NO. 1 SURVEY,
A-2684

EXISTING DOCK
2.349 ACRES
(102,319 SQ. FT.)
TAX ID: 1021172

CORPUS CHRISTI BAY

LEGEND

- AMMONIA PRODUCTION AREA
- AMMONIA STORAGE AREA
- ADJOINER PROPERTY LINE
- SHORELINE AS DESCRIBED IN CF NO. 604076 & 682036 O.P.R.S.P.C.T.

SET= SET 5/8" IRON ROD WITH CAP STAMPED "GULLETT & ASSOC"
O.P.R.S.P.C.T.= OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
D.R.S.P.C.T.= DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
M.R.S.P.C.T.= MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS
O.G.R.S.P.C.T.= OIL AND GAS RECORDS OF SAN PATRICIO COUNTY, TEXAS
R.P.R.S.P.C.T.= REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS
M.L.R.S.P.C.T.= MECHANICS LIEN RECORDS OF SAN PATRICIO COUNTY, TEXAS
D.R.N.C.T.= DEED RECORDS OF NUECES COUNTY, TEXAS
O.P.R.N.C.T.= OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS

300' 150' 0' 300'
SCALE 1"=300'

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

#	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 22224

TRANSGLOBAL SERVICES LLC
TBPELS FIRM# 10194245
201 West Wall Street, Suite 325
Midland, TX 79701
(817) 529-1180 ~ Fax (817) 529-1181

YaREN

EXHIBIT FOR
SPECIAL USE PERMIT
SITUATED ACROSS MULTIPLE SURVEY ABSTRACTS
SAN PATRICIO COUNTY, TEXAS
& NUECES COUNTY, TEXAS

DRAWN BY: NH	DATE: 10/30/25	DWG. NO. 22224_OPTION 1 - SUP EXHIBIT MAP_AMMONIA AREAS	REV. 0
CHECKED BY:	DATE:		
SCALE: 1"=300'	PAGE 1 OF 1		

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 11

Deliberate and take appropriate action on second and final reading of an Ordinance granting a special use permit pursuant to Section 78-267 of the Code of Ordinances for the Intensive Use consisting of crude oil storage tanks on property generally located south of Highway 361 and west of Coach Emory Bellard Dr and Avenue B, further described in the legal description below and further providing for effective date, reading, severance, and publication.

A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patrico County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475, Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The applicant Port of Texas, LP is requesting a Special Use Permit for approximately 288.13 – Acre Track of land inside the corporate city limits of Ingleside, Texas. The property is currently zoned as I-Industrial District.

The proposed use is for bulk storage, blending, and movement of crude oil and other unrefined hydrocarbons products. The Special Use Permit shall be limited to such use.
The project site was previously occupied by the former Humble Oil Ingleside Refinery & Exxon/Mobil Pipeline Company. Approximately 190 acres of the 288-acre site were annexed by the City of Ingleside in 1998. The remaining portions (approx. 102 acres) were not included in the 1998 annexation. Documents reviewed identified the 102-acre tracts as being wholly located within the existing limits of the City of Ingleside at the time of the 1998 annexation.
The northern portion of the subject property formerly hosted a portion of the Humble Oil refinery, which operated from 1928 until 1945, ceased operations and was completely dismantled by 1952. The southern portion of the property hosted bulk hydrocarbon storage tanks and operated as a crude oil terminal by Exxon Mobil Pipeline Company, LLC until the tanks were taken out of service and dismantled between 1995 and 2005.

The property's current zoning map, future land use map, and master transportation plan were reviewed for compliance. The property northeast of the subject tract is zoned I-Industrial as well as properties along the southern boundary of the property. The properties southeast of the subject tract are zoned R1-Single Family and properties to the west have a temporary zoning designation of R-1-Single Family due to annexation.

The Future Land Use map designates the area west of the proposed SH 200 to be for Heavy Industrial (HI) use and the area to the east of SH 200 to be for Light Industrial (LI) use. Please note that the (HI) Heavy Industrial District designation was omitted from the official code of ordinance. However, due to the prior uses of the property and zoning of neighboring properties, an (I) Industrial District zone designation is the most suitable.

Notice of this public hearing was published in the Ingleside Index on September 25, 2025. Staff mailed out a Public Hearing Notice to 66 property owners, within a 400-foot radius, on October 2, 2025. Staff received no comments in favor or against the request at the time this report was prepared.
The Ordinance will be provided under separate cover.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval on the basis that the applicant has addressed and complied with the aspects of city ordinance, Chapter 78, Article IV. – District Regulations - Division 14. I-Industrial District, Sec. 78-267. Intensive Uses.

ATTACHMENTS:

1. Port of Texas Special Use Permit Application
2. Aerial Map - City of Ingleside
3. 7-2025 Port of Tex Site Plan SUP
4. #670 - Voting Record_Signed
5. ORD 2025-XX Port of TX SUP Crude Oil v2

KILLEN, GRIFFIN
& FARRIMOND
ATTORNEYS AT LAW

ROB KILLEN
210.641.5635
rob@kgftx.com

June 27, 2025

Bernard Rodriguez
Zoning Director
City of Ingleside
2665 San Angelo Street
P.O. Drawer 400
Ingleside, Texas 78362-0400

RE: Application for Special Use Permit for an Approximately 288.13-Acre Tract in Ingleside, Texas.

Dear Mr. Rodriguez,

Our firm represents The Port of Texas, L.P. (formerly the Port of Corpus Christi, L.P.; hereinafter "Applicant"), the owner of an approximately 288.13-acre tract of land ("Property") within the City of Ingleside ("City"), San Patricio County ("County"), Texas, specifically identified by the County Appraisal District as parcel numbers 65108, 67221, 78729, and 115773 (*see* **Exhibit "1"**). In accordance with the City's Code of Ordinances ("City Code"), the following information is being provided to support the attached application for Intensive Uses (application provided in **Exhibit "2"**).

I. NONCONFORMING RIGHTS

Our firm submitted a request to the City for recognition of nonconforming rights in March 2024. On June 3, 2024, we received a written response from the City Attorney stating that "the City no longer recognizes non-conforming use rights on Property. Any future use must comply with the City of Ingleside Code of Ordinances." As discussed below, the Property has been used for activities related to oil and gas storage and processing, including active bulk storage, for nearly one hundred years, and has been in the City limits since 1998 operating under nonconforming use rights. The City has stated in its federal court filings that "the City of Ingleside has permitted Plaintiff's use of the Property to continue and has not required Port of Texas to stop any aspect of its use of the Property." In addition, it stated "Plaintiff's more restricted use of the Property has continued and no requirement to stop the current use has been imposed." See City of Ingleside's Motion to Dismiss, *Port of Texas v. City of Ingleside*, No. 2:24-cv-00267 (S.D. Tex. Dec. 13, 2024) (Doc. 9).

If the City is no longer recognizing such use rights, our client is unable to continue making reasonable use of the Property without receiving a Special Use Permit for oil and gas storage and processing.

II. THE SUBJECT PROPERTY

The Property for which the Applicant is seeking the Special Use Permit is a portion of the former Humble Oil Ingleside Refinery. The northern portion of the Property formerly hosted the refinery, which operated from 1928 until 1945, and after ceasing operations had been completely dismantled by

1952. The southern portion of the Property hosted bulk storage tanks and continued to operate as a crude oil terminal until the tanks were taken out of service and dismantled between 1995 and 2005 when remediation efforts began with the sole intent to re-install tanks once the remediation efforts were completed. The Property has been continuously used for oil and gas storage and processing.

The Legal Description of the Property is:

- ABST 184 WM MCDONOUGH 162.182 ACRES
- ABST 262 ROSA TEAL 36.198 ACRES
- 44.08 ACS OUT OF A-262 ROSA TEAL SURVEY
- 45.67 ACS OUT OF A-262 ROSA TEAL SURVEY

III. DESCRIPTION OF PROPOSED USES OF THE PROPERTY

The historic and current use of the Property is for bulk storage, blending, and movement of crude oil and other unrefined hydrocarbons products. Since 1927, the Property has been used for activities related to oil and gas storage and processing, including active bulk storage, oil and gas pipeline hub, as well as restoration and remediation efforts related to those uses. Moreover, this use has been continuous since the annexation of the Property. As conceptually envisioned, the Property would host a minimum of twenty-four (24) three-hundred-foot (300') diameter by sixty-foot (60') tall and seven (7) one-hundred fifty-foot (150') diameter by sixty-foot (60') tall, welded steel bulk storage tanks. The tanks would be designed to meet or exceed the American Petroleum Institute ("API") standards (i.e. API STD 620, 650 and 2610, etc. as deemed appropriate). The storage capacity at final buildout would be approximately twenty million (20,000,000) barrels. A manifold and pumping system would be located within the tank farm to facilitate the blending and movement of product in and out of the facility. Underground pipelines entering and exiting the facility would bring crude oil and other unrefined products to the facility for storage and then transport the products to refineries and/or marine loading facilities.

Additionally, the following three (3) public infrastructure improvements will be hosted on the Property: 1) Humble Ditch stormwater conveyance; and 2) SH 200 Industrial Corridor to route traffic around the center of Ingleside; and 3) Emory Bellard Outfall to provide flooding relief for the Houghton Addition.

On May 19, 2025, the City's Planning and Zoning Commission considered a city-initiated application to rezone the Property from "R-1" Single-Family Residential to "I" Industrial. On June 10, 2025, the City Council approved the rezoning request resulting in the Property being zoned "I" Industrial. (*See* **Exhibit "3"**.) The "I" Industrial District would appear to allow for oil and gas storage under City Code Section 78-266. "The "I" Industrial District provides for industrial operations of all types, including "petroleum," except that certain potentially hazardous industries are permitted only after public hearing and review to ensure protection of the public interest and surrounding property and persons." Accordingly, rezoning the Property to "I" Industrial with a Special Use permit would bring the long-standing use of the Property into compliance with the current City Code and with the use of nearby properties. Submittal of this request for rezoning is in no way intended to waive any nonconforming rights.

IV. DESCRIPTION OF POTENTIAL HAZARDS & PROPOSED SAFEGUARDS

The following are recognized hazards that can be associated with the proposed use of the Property as a bulk crude oil and other unrefined hydrocarbon products storage facility.

1) Fire and explosion, which may result from the following causes:

a. Lightning strike
b. Hot work (i.e. welding, use of non-intrinsically safe equipment, static electricity, etc.)
c. Rotating equipment failure (i.e. pump bearing failure)

2) Point source and fugitive air contaminant emissions, which may emanate from the following:

a. Tanks; and
b. Piping; and
c. Rotating equipment; and
d. Other ancillary equipment.

3) Release of bulk hydrocarbons due to:

a. Tank overfill; and
b. Tank structural failure; and
c. Piping and appurtenance structural failure.

4) Natural Disaster, Vandalism and Terrorism

As illustrated in the Conceptual Site Plan ("Site Plan"; attached herein as **Exhibit "4"**), a one-hundred seventy-five-foot (175') buffer will be maintained to separate the Industrial Objectionable Use-zoned area from the nearby "R-1" Single-Family Residential zoned areas. There will be a six-foot (6') high secondary containment berm separating the tanks and the one-hundred seventy-five-foot (175') buffer to further isolate the objectionable use area from the residential areas. Additionally, the facility is located where the prevailing southeast wind would blow air emissions, if they occur, away from the residential area.

The following engineering and administrative safeguards will be employed to mitigate the recognized potential hazards identified above.

1) Fire and Explosion. The conceptual facility layout has been prepared to satisfy the requirements of the National Fire Protection Association ("NFPA") codes (i.e. NFPA 11, NFPA 24, NFPA 30, NFPA 72 and NFPA 704), as outlined below

a. All tanks are one-hundred seventy-five feet (175') from the Property boundary as per NFPA 30 table 22.4.1.1(b). (# 3)

b. All tanks, pipelines, and secondary containment berms are sixty feet (60') from the nearest side of any public way including SH-200, the Humble Ditch, and the Emory Bellard Outfall as per NFPA 30 Table 22.4.1.1(b).

c. All three-hundred-foot (300') diameter tanks have a minimum shell-to-shell separation distance of one-hundred fifty feet (150'), as per NFPA 30 Table 22.4.2.1., which requires the minimum distance to be ¼ * Σ adjacent tank diameters. All 300-foot diameter tanks are 112.5 feet from each one-hundred fifty-foot (150'), diameter tank as per NFPA 30 Table 22.4.22.1 which requires the minimum distance to be ¼ * Σ adjacent tank diameters (#5).

d. All one-hundred fifty-foot (150') diameter tanks have a minimum shell-to-shell separation distance of fifty feet (50'), as per NFPA 30 Table 22.4.2.1 which requires the minimum distance to be 1/6 * Σ adjacent tank diameters.

e. Fire protection will be installed in accordance with NFPA 11- Low Expansion Foam, NFPA 30 – Storage Tanks, NFPA 24- Underground Water Mains, and NFPA 72 – Fire Alarms Placarding of tanks shall conform to NFPA 704.

2) Air Contaminant Emissions. Potential air contaminant emissions are regulated by the Texas Commission on Environmental Quality ("TCEQ").

a. The tanks for this facility will be designed with external floating roofs ("XFR"), in accordance with API Standard 650 to minimize the loss of hydrocarbon vapors.

b. Fugitive emissions may be released from valves, pumps, flanges/connectors, compressors, relief valves, process drains and other ancillary appurtenances.

c. The potential to emit will be evaluated based on the products managed at the facility in accordance with TCEQ regulations (30 TAC 115), and if appropriate the facility will be monitored in accordance with the TCEQ's Leak Detection and Repair ("LDAR") requirements utilizing the U.S. Environmental Protection Agency ("USEPA") Method 21.

3) Release of Bulk Hydrocarbons.

a. This facility would be regulated under the U.S. Department of Transportation Pipeline Hazardous Material Safety Administration ("PHMSA"), which regulates spill prevention and facility response plans (49 CFR 194).

i. These regulations require a facility to prepare a Facility Response Plan ("FRP") that would include identifying procedures and resources to respond to a worst-case discharge. This facility will also be subject to the USEPA Spill Prevention and Countermeasures ("SPCC") regulations (40 CFR 112), which require that a SPCC Plan and a FRP be prepared. These regulations require the evaluation of potential for and mitigation of releases of hydrocarbon products and including sections such as:

1. Secondary containment (one-hundred ten percent (110%) of the largest tank within the containment area); and

2. Inspections and integrity testing of the pipelines and bulk storage containers; and

3. Drainage controls; and

4. Facility security; and

5. Emergency and response agency contacts; and

6. Training of employees.

ii. Other features that have been built into the conceptual plan include:

1. The secondary containment berm height is not to exceed an average height of six feet (6') above the interior grade as per the Occupational Safety and Health Agency regulations (29 CFR 119.106 (b)(2)(vii)(c)(4).

2. A twenty-foot (20') boundary around each pipeline and/or easement to allow for a vehicle to fit through for inspections, maintenance, etc.

3. At least fifteen feet (15') between any secondary containment and each tank and its respective piping for vehicular access for inspections, maintenance etc.

4) Natural Disaster, Vandalism and Terrorism.

a. Hurricane and associated related events (storm surge, rainfall induced flooding, and loss of power) is a recognized hazard faced by the facility. The following hurricane storm surge vulnerability at the facility location is based on the National Weather Service, National Hurricane Center Storm Surge Unit – National Storm Surge Hazard Map:

i. Category 1 Hurricane No impact
ii. Category 2 Hurricane No Impact
iii. Category 3 Hurricane No Impact
iv. Category 4 Hurricane Less than three feet (3') of water above ground surface
v. Category 5 Hurricane Greater than six feet (6') of water above ground surface

b. Flooding is also a recognized threat that may or may not be associated with a hurricane. Collection of rainfall within the secondary containment will be managed in accordance with the SPCC plan and other engineering controls to prevent rising water from impacting electrical equipment, tanks, and piping. The loss of power to the facility from storm events or other causes will be mitigated through administrative measures and engineered controls to prevent hazards.

c. Seismic hazard levels are low (Seismic Design Category A – 0 to 17% g) for the facility location. This hazard will be addressed by the engineering design of the tanks, piping, and other facilities at the site.

d. The Vandalism will be deterred by a multi-tiered approach of perimeter fences, limited access to qualified personnel (Transportation Worker Identification Credential ("TWIC")) through security check points, area lighting, and roving inspection personnel. These engineered and administrative controls will be detailed in the SPCC plan and FRP.

e. The risk from acts of terrorism, whether cyber-attacks or infrastructure sabotage will be evaluated following PHMSA, Department of Homeland Security, and other agency guidelines as appropriate.

Recognized risks will be identified and categorized according to threats, vulnerabilities and consequences.

V. CONCLUSION

The use of the Property included oil and gas storage long before the City annexed the Property in 1998, and the intent of the Property is to continue such use. Granting the Special Use Permit will ensure that the Property's historical and continuous use continues as a lawful use of the Property and bring the operations into conformance under the current City Code. If the zoning is denied, the owner will continue the use under the nonconforming use rights.

Pursuant to Section 78.267 of the City Code, we request a Special Use Permit. In addition, the City has agreed to waive the filing fee associated with this application. See Second Joint Advisory to the Court, *Port of Texas v. City of Ingleside*, No. 2:24-cv-00267 (S.D. Tex. June 10, 2025). If you have any questions, please do not hesitate to contact me at (210) 960-2750 or at rob@kgftx.com.

KILLEN, GRIFFIN, & FARRIMOND, PLLC

BY: _____

ROB KILLEN

ENCLOSURES:

Exhibit "1"- Subject Property Information

Exhibit "2"- Application Special Use Section 78-267 Intensive Uses

Exhibit "3" – Ordinance No. 2025-19

Exhibit "4"- Conceptual Site Plan

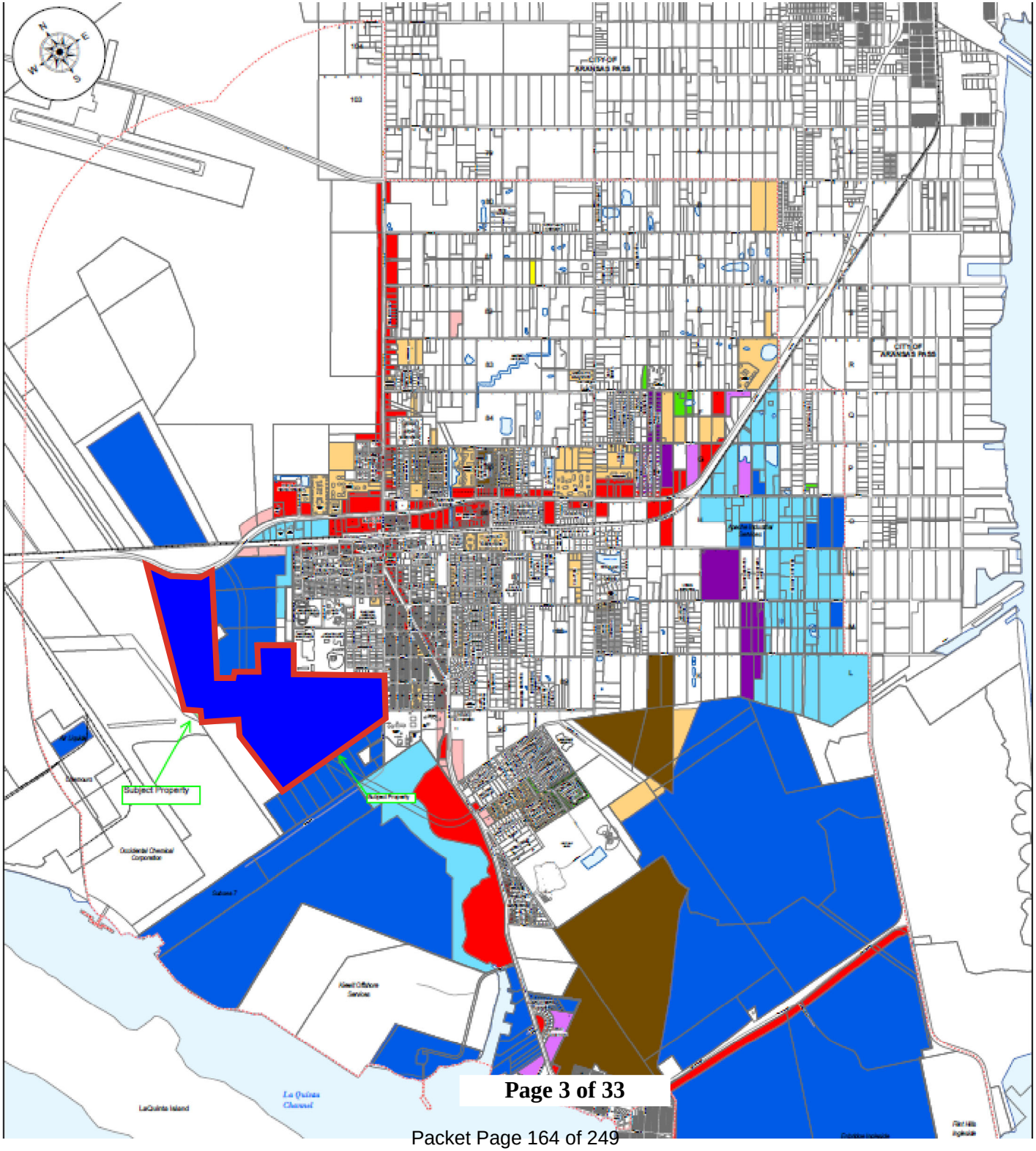
Exhibit "5" - Pleadings

KILLEN, GRIFFIN & FARRIMOND

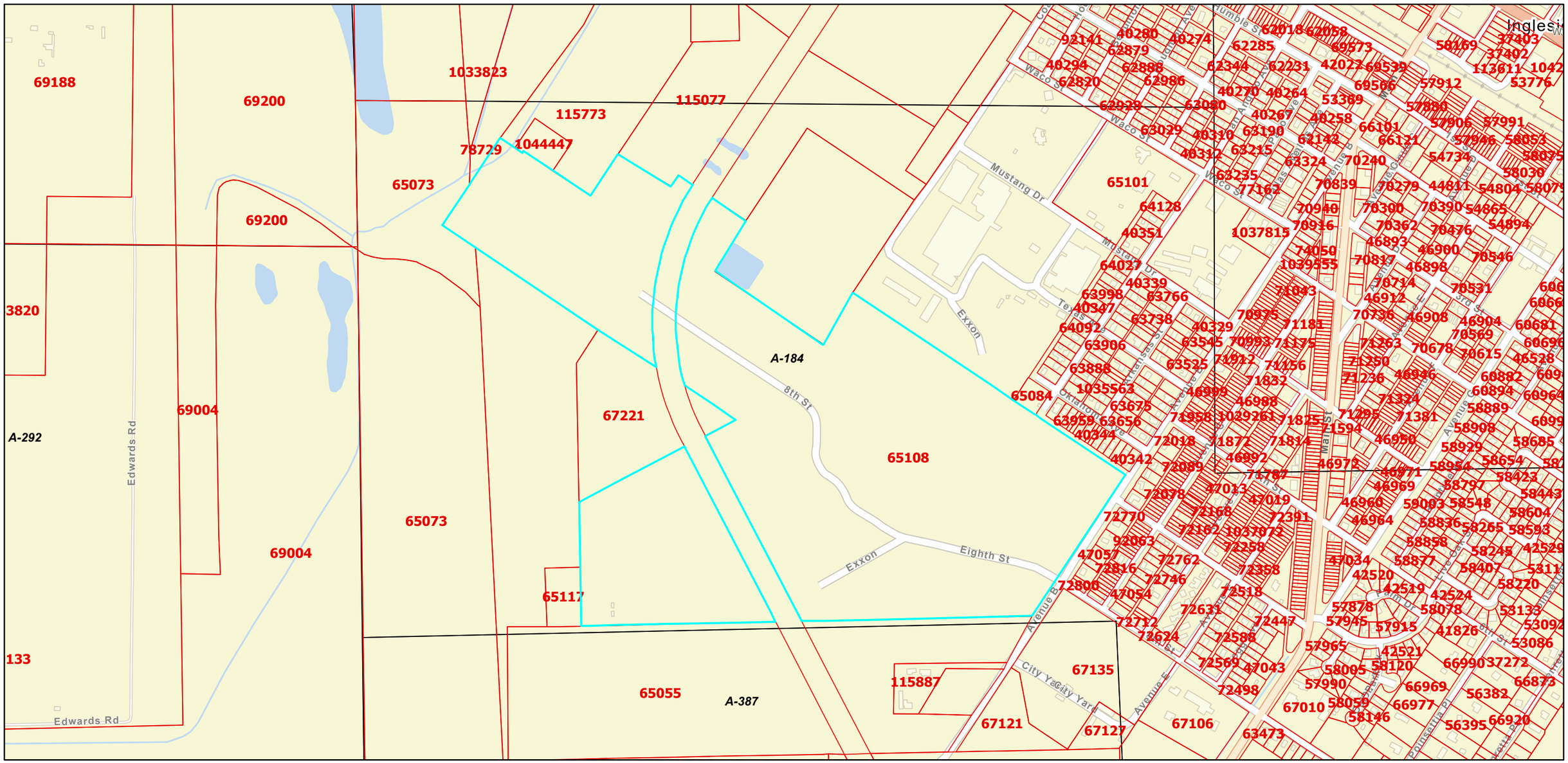
ATTORNEYS AT LAW

Exhibit 1 – Subject Property

Subject Property


CITY OF ARANSAS PASS
CITY OF ARANSAS PASS
Subject Property
Subject Property
Occidental Chemical Corporation
Gulfmark 7
Kiewit Offshore Services
La Quinta Channel
LaQuinta Island

San Patricio CAD Web Map



6/26/2025, 11:21:06 AM

Parcels

Abstracts

1:9,028

0 0.07 0.15 0.3 mi

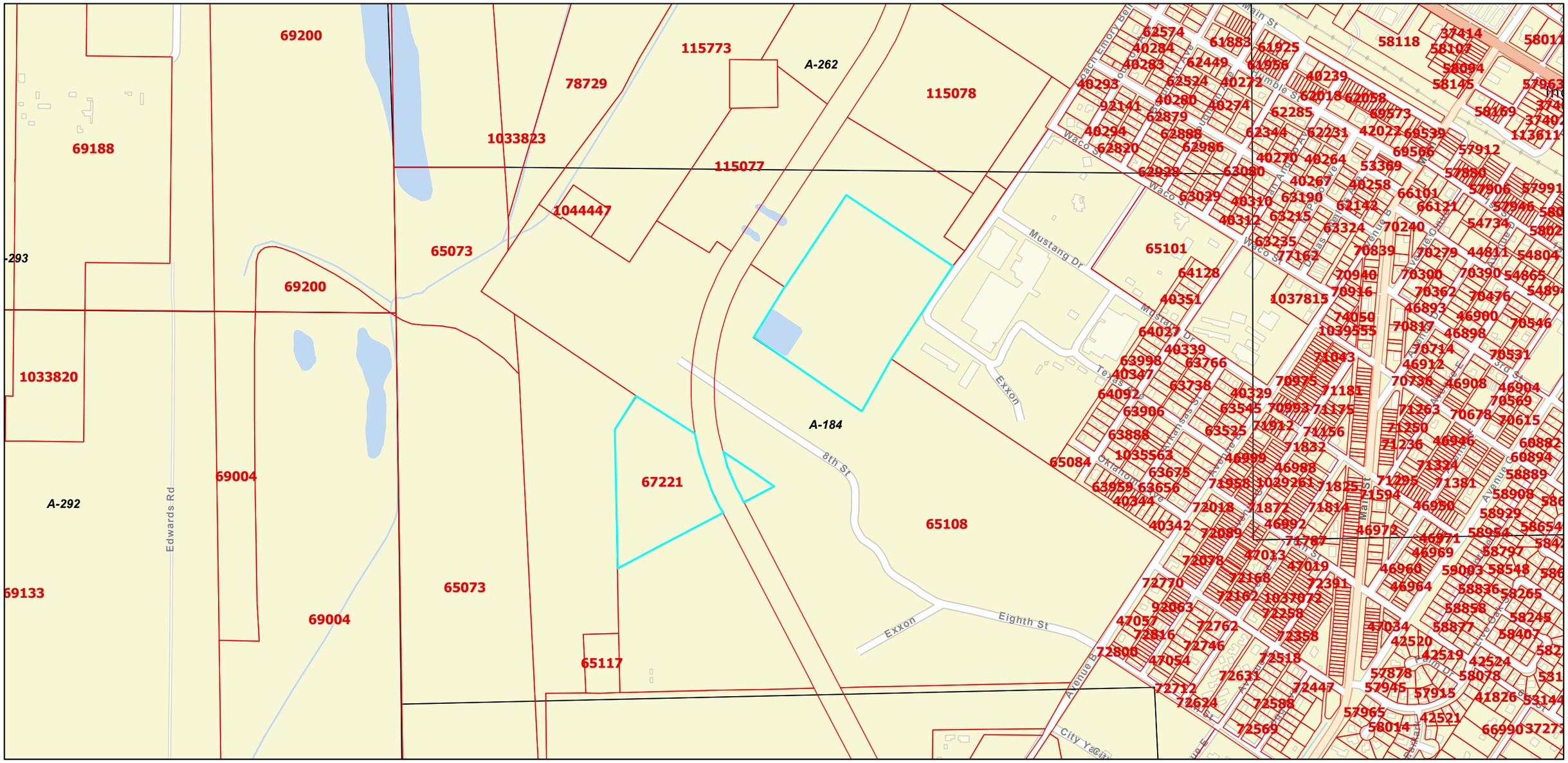
0 0.13 0.25 0.5 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

San Patricio County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

San Patricio CAD Web Map



6/26/2025, 11:27:23 AM

Parcels

Abstracts

1:9,028

0 0.07 0.15 0.3 mi

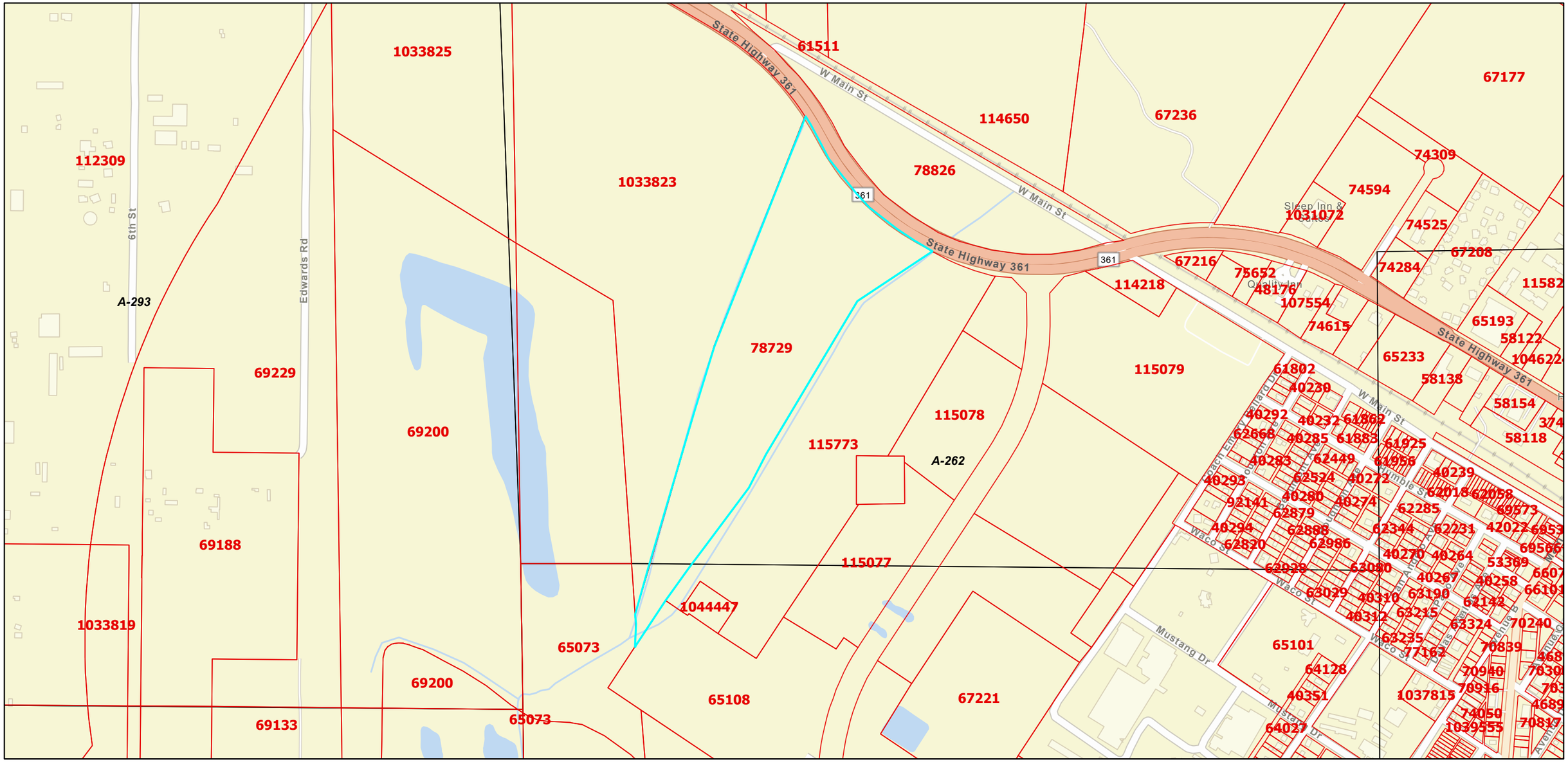
0 0.13 0.25 0.5 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

San Patricio County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

San Patricio CAD Web Map



6/26/2025, 11:22:27 AM

Parcels

Abstracts

1:9,028

0 0.07 0.15 0.3 mi

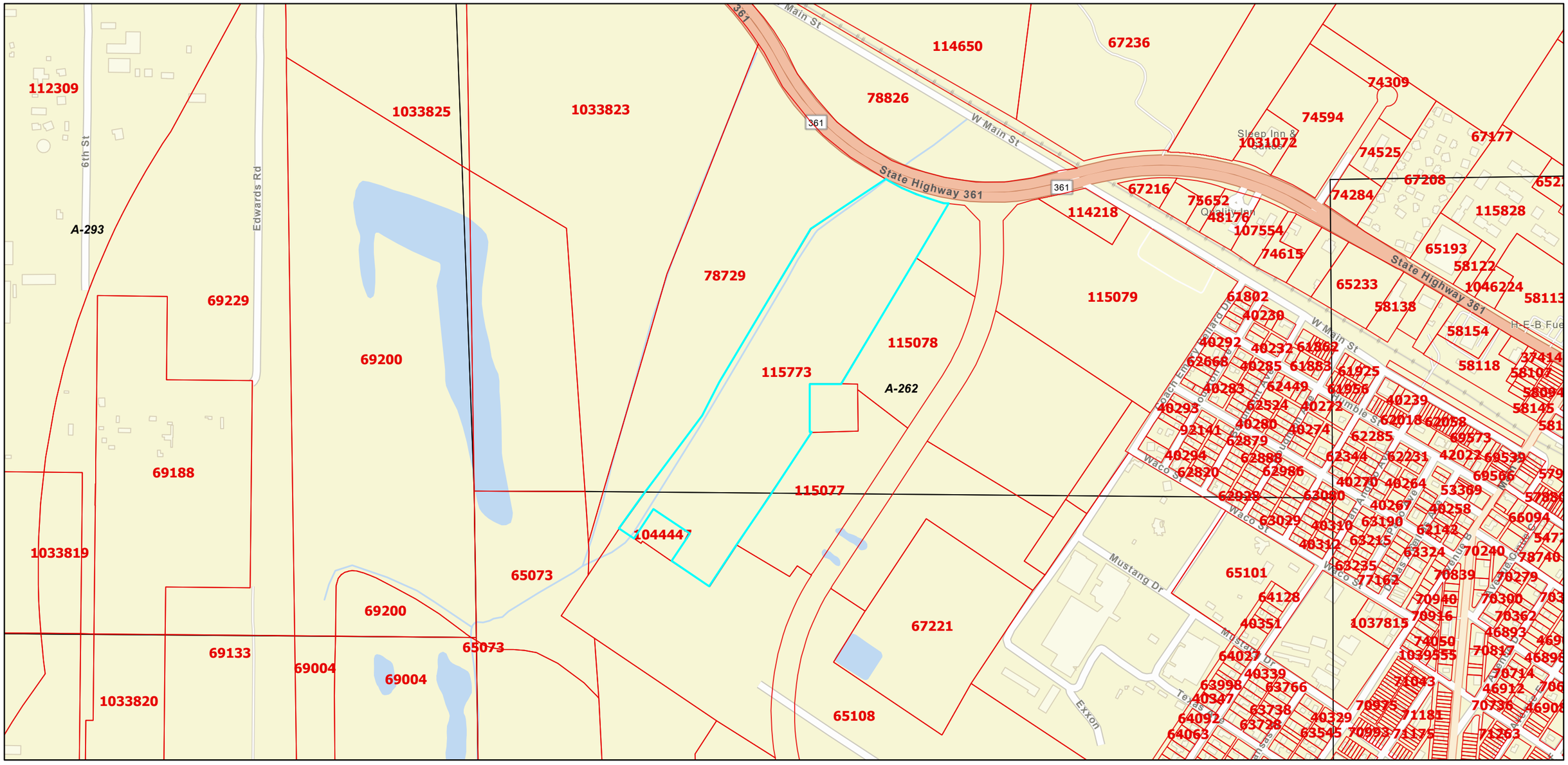
0 0.13 0.25 0.5 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

San Patricio County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

San Patricio CAD Web Map



6/26/2025, 11:25:31 AM

Parcels

Abstracts

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

San Patricio CAD Property Search

Property Details

Account		
Property ID:	65108	**Geographic ID:** 2139-0184-0000-009
Type:	R	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	AVE B INGLESIDE, TX 78362	
Map ID:	U-10-	**Mapsco:**
Legal Description:	ABST 184 WM MCDONOUGH 162.182 ACRES	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$16,218 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$16,218 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$16,218 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)

San Patricio CAD Property Search

Property Details

Account		
Property ID:	67221	**Geographic ID:** 2139-0262-0000-025
Type:	R	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	S AVE B (OFF SOUTH AVE B) INGLESIDE, TX 78362	
Map ID:	U-9;V-	**Mapsco:**
Legal Description:	ABST 262 ROSA TEAL 36.198 ACRES	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$3,620 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$3,620 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$3,620 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)

San Patricio CAD Property Search

Property Details

Account		
Property ID:	78729	**Geographic ID:** 2139-0262-0000-004
Type:	R	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	FM 361 INGLESIDE, TX 78362	
Map ID:	U-10-	**Mapsco:**
Legal Description:	44.08 ACS OUT OF A-262 ROSA TEAL SURVEY	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$2,204 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$2,204 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$2,204 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)

San Patricio CAD Property Search

Property Details

Account		
Property ID:	115773	**Geographic ID:** 2139-0262-0000-049
Type:	R	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	FM 361 INGLESIDE, TX 78362	
Map ID:	U-9 &-	**Mapsco:**
Legal Description:	45.67 ACS OUT OF A-262 ROSA TEAL SURVEY	
Abstract/Subdivision:		
Neighborhood:		
Owner		
Owner ID:	102582	
Name:	PORT OF TEXAS LP	
Agent:		
Mailing Address:	PO BOX 868 CORPUS CHRISTI, TX 78403	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$4,567 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$4,567 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$4,567 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)

KILLEN, GRIFFIN & FARRIMOND

ATTORNEYS AT LAW

Exhibit 2 – Application for Special Use: Section 78-267 Intensive Uses

PO Drawer 400 ● 2665 San Angelo ● Ingleside, TX 78362
Phone: 361-776-3815 - building@inglesidetx.gov

SPECIAL USE: SECTION 78-267
INTENSIVE USES

Date Filed: _____

In accordance with the Planning and Zoning Subdivision Ordinance, Chapter 78, Article IV, application for special use Section 78-267 is requested on the property below:

Applicant
Name: The Port of Texas, LP
Address: P.O. Box 868, Corpus Christi, TX 78403; 2802 N. Shoreline Blvd., Corpus Christi, TX 78403
Phone #: (210) 960-2750
Email Address: rob@kgftx.com; melissa@kgftx.com; gabriela@kgftx.com

Property Owner (if different)
Name: The Port of Texas, LP
Address: P.O. Box 868, Corpus Christi, TX 78403; 2802 N. Shoreline Blvd., Corpus Christi, TX 78403
Phone #: (361) 877-7766
Email Address: theberryco@aol.com

Legal Description of Property:
ABST 184 WM MCDONOUGH 162.182 ACRES
ABST 262 ROSA TEAL 36.198 ACRES
44.08 ACS OUT OF A-262 ROSA TEAL SURVEY
45.67 ACS OUT OF A-262 ROSA TEAL SURVEY

Description of proposed uses, approval for which the property is sought:
See Section III of the Cover Letter.

Description of hazards, such as fire, explosion, noise vibration, dust, or the emission of smoke, odor, or toxic substances, accompanying the proposed use:

See Section IV of the Cover Letter

Description of all safeguards proposed to protect the surrounding property and persons from hazards accompanying the proposed use:

See Section IV of the Cover Letter

X A site plan showing the location of all improvements, landscaping, yard areas, sight and/or noise barriers, existing and planned, on the subject property.

Signature: _____ Date: August 22, 2025

Zone: INDUSTRIAL Reviewed By : _____ Date: 08/22/2025

KILLEN, GRIFFIN & FARRIMOND

ATTORNEYS AT LAW

Exhibit 3 – Ordinance No. 2025-19

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS AMEDNING THE OFFCIAL ZONING MAP OF THE CITY OF INGLESIDE BY ZONING TWO TRACTS OF LAND WITH A COMBINED 299.77 ACRES OF REAL PROPERTY FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO I (INDUSTRIAL) WITH SUCH TRACTS GENERALLY LOCATED AT HIGHWAY 361 AND AVENUE B COMPRISED OF AN 89.75 ACRE TRACT LEGALLY DESCRIBED AS A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS AND A 210.02 ACRE TRACT LEGALLY DESCRIBED AS A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.

WHEREAS, the City Council of the City Ingleside ("City Council") has previously approved and adopted a Comprehensive Zoning Ordinance and Zoning Map of the City of Ingleside; and

WHEREAS, the City Council has previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and,

WHEREAS, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and,

WHEREAS, application was made to rezone the real property A combined total of 299.77 acres consisting of an 89.75 Acre Tract of land legally described as A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS and a 210.02 acre tract of land legally described as A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90,

PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; and

WHEREAS, after complying with the statutory publication and notification requirements, on May 19, 2025, the Ingleside Planning and Zoning Commission ("Commission") conducted a public hearing on the potential rezoning application and after considering the testimony and evidence, has provided a recommendation to the City Council to rezone the above refenced properties from R-1 (Single Family Residential) to I (Industrial); and,

WHEREAS, after a public hearing and considering the application, the recommendation of the Commission, the present zoning and use of each of the properties in the surrounding area, the comprehensive master plan of the city, the future development of the city as a whole, and other relevant factors, the City Council is of the opinion and finds that it is in the best interest of the public health, safety, and welfare of the city to rezone this property, that the rezoning effected by this ordinance is in compliance with the Comprehensive Master Plan, that changing the zoning of the aforesaid property would not be detrimental to the public health, safety, or general welfare, and will, in fact, promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Ingleside, and as well, the owners and occupants of the property, and the City generally.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS:

Section 1. Zoning Change. Real property generally located at Highway 361 and Avenue B in Ingleside, San Patricio County Texas totaling 299.77 acres and comprised of one 89.77 acre tract of land legally described as A 89.75 ACRE TRACT OF LAND, BEING THE SAME TRACT OF LAND AS DESCRIBED IN FILE NUMBER 646716 AND FILE NUMBER 646717, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS and further described in **Exhibit A** and one 210.02 acres tract of land legally described as A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS and further described as **Exhibit B** are hereby zoned from R-1 (Single Family Residential) to I (Industrial). Real property to be rezoned is further depicted in **Exhibit C**.

Section 2. Zoning Map. It is directed that the official zoning map of the city be changed to reflect the zoning classification change, rezoning, effected by this ordinance.

Section 3. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 4. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this ordinance, or the caption of it shall be read at two City Council meetings with at least two weeks elapsing between each reading.

Section 5. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

Section 6. Publication. As provided by Article III, Section 3.11C, this ordinance shall be published one time in the official newspaper of the City of Ingleside, San Patricio County, Texas, which publication shall contain the caption of this ordinance stating in substance the purposes of same.

PASSED, ORDAINED, APPROVED AND ADOPTED this 10th day of June 2025 by 04 (ayes) to 02 (nays) with 00 abstentions by a vote of the City Council of the City of Ingleside.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

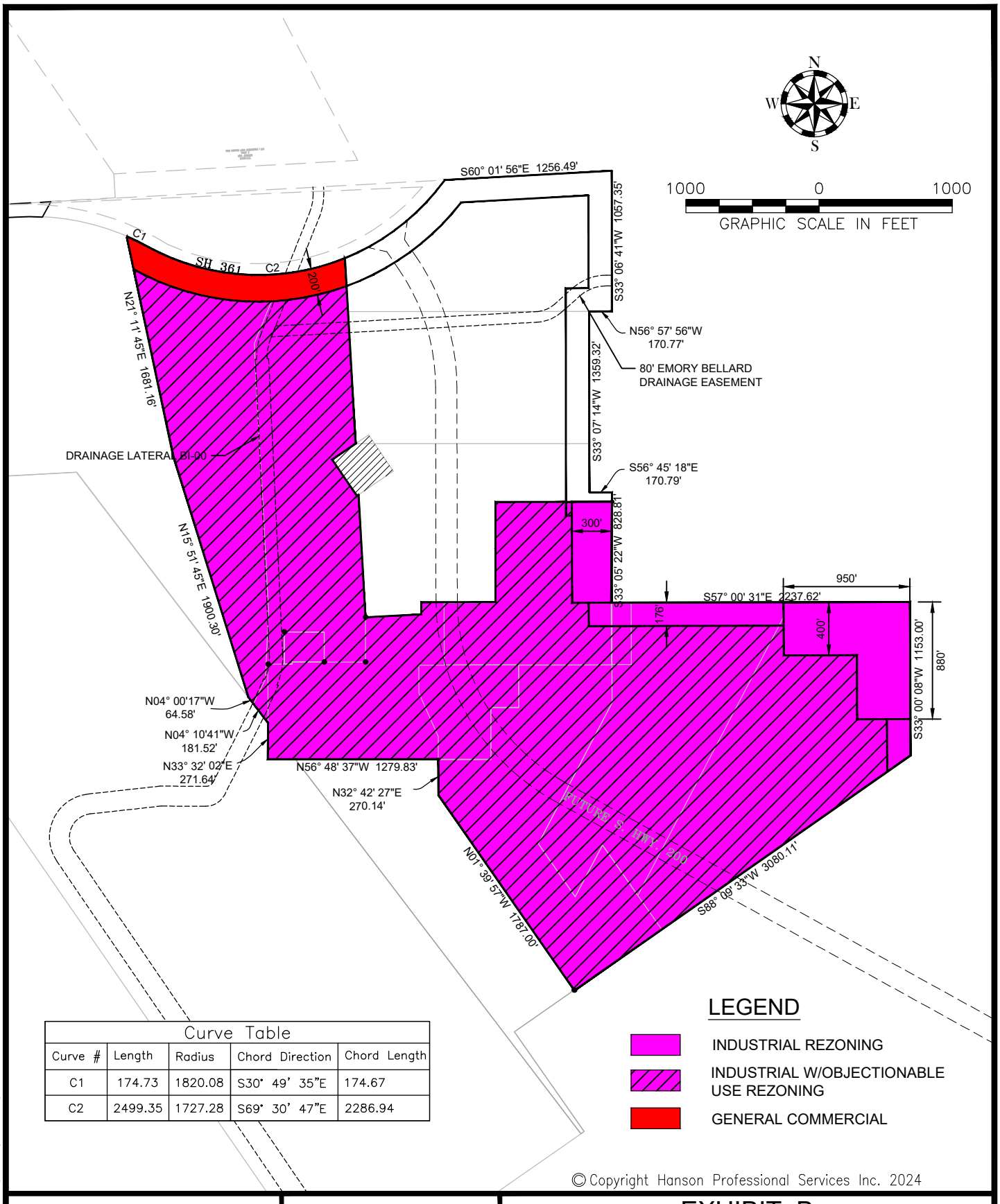
First Reading: May 27, 2025

Second Reading: June 10, 2025

KILLEN, GRIFFIN & FARRIMOND

ATTORNEYS AT LAW

Exhibit 4 – Conceptual Site Plan



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	174.73	1820.08	S30° 49' 35"E	174.67
C2	2499.35	1727.28	S69° 30' 47"E	2286.94

LEGEND

- INDUSTRIAL REZONING
- INDUSTRIAL W/OBJECTIONABLE USE REZONING
- GENERAL COMMERCIAL

© Copyright Hanson Professional Services Inc. 2024

EXHIBIT B

EXXON PROPERTIES REZONING
INGLESIDE, TEXAS

18I0014

HANSON
Hanson Professional Services Inc.
TBPE F-417 / TBPLS F-10039500
TBAE F-BR 2458 / TBPG F-50556

AUG 12, 2024 11:16 AM PIERCO2212
I:\24JOBS\24I0028_00\CAD\ENV\SHEET\EXHIBITS\EXHIBITS-GENERAL REZONING.DWG

KILLEN, GRIFFIN & FARRIMOND

ATTORNEYS AT LAW

Exhibit 5 – Pleadings

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

PORT OF TEXAS, LP PLAINTIFF,	§ §	
V.	§ §	CIVIL ACTION NO. 2:24-CV-267
CITY OF INGLESIDE, DEFENDANT	§ §	

MOTION TO DISMISS

Defendant, City of Ingleside, Texas, moves to dismiss the Complaint filed against it by Port of Texas, LP pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6). As grounds, Defendant would show:

I.
Facts

1. Plaintiff's Complaint alleges that its claims are brought pursuant to the Fifth Amendment to the U.S. Constitution, Article I, § 17 of the Texas Constitution, 28. U.S.C. §2201 and 42 U.S.C. § 1983. Jurisdiction is alleged to exist pursuant to 28 U.S.C. § 1331 due to an alleged "taking" without compensation prohibited by the Fifth Amendment. Complaint, paras. 3, 4.

2. Plaintiff owns an approximately 288.13-acre tract of land (the "Property") within the City of Ingleside in San Patricio County, Texas. Plaintiff purchased the Property from Exxon in 2022. Complaint, para. 7.

3. As stated in the Complaint, the Property has been used for activities related to oil and gas storage, processing and transportation, bulk storage and operating as an oil and gas pipeline hub since 1927. Complaint, para. 9.

4. Ingleside annexed the Property into its corporate limits in 1998. It's initial zoning classification as a newly annexed area under Ingleside's Zoning Ordinance was R-1 single-family residential district. The Property has not been reclassified since it was annexed into the City of Ingleside. Complaint, paras. 10, 11.

5. The owners of the Property, including Port of Texas, have been allowed to continue their operations on the Property. The City of Ingleside has not required the Port of Texas to stop the nonconforming use of the Property and Plaintiff's Complaint concedes that "(s)ince 1998, when the Property was annexed by the City, the activity on the Property has remained industrial contrary to the temporary zoning of "R-1". Complaint, para. 18.

6. Port of Texas requested formal recognition by Ingleside that it had nonconforming use rights on the Property on March 5, 2024. Plaintiff's request was denied by the City based on the discontinuance of the use of the property to store oil and gas because of the removal of the gas storage tanks in 2005. Complaint, paras. 18, 19. The City relied on Sec. 78.93 of its Code of Ordinances which provides:

Sec. 78-93 Discontinuing of Use

> If the nonconforming use of any building or premises is discontinued or its normal operation stopped for a period of one year, the use of the same shall thereafter conform to the regulations of the district in which it is located except to the extent authorized by Texas Local Government Code Section 211.019.

7. Following rejection of its request for recognition of nonconforming status, Plaintiff applied for a change of Zoning from R-1 to Industrial ("I") with Objectional Use Permit, which was approved by Ingleside's Planning and Zoning Commission but denied by Ingleside's City Council on September 10, 2024. Complaint, paras. 20, 23, 24.

8. The City of Ingleside has permitted Plaintiff's use of the Property to continue and has not required Port of Texas to stop any aspect of its use of the Property.

II.
The Court lacks jurisdiction because no Constitutional violation has occurred and no 42 U.S.C. § 1983 claim has been stated for the same reason

9. State law and the City of Ingleside's Zoning Ordinance allows a property owner to continue a legal use which existed prior to annexation, adoption or change in a zoning regulation.

Tex. Local Gov't Code, § 43.002(a)(1) states:

> "CONTINUATION OF LAND USE. A municipality may not, after annexing an area, prohibit a person from … continuing to use land in the area in the manner in which the land was being used on the date the annexation proceedings were instituted if the land use was legal at that time…".

Tex. Local Gov't Code, § 211.019(b) states:

> a "person using a property in a manner considered to be a nonconforming use as a result of the adoption of or change to a zoning regulation or boundary may continue to use the property in the same manner unless required by a municipality to stop the nonconforming use of the property."

Sec. 79.90 of Ordinance No. 2023-27 of the City of Ingleside, Texas states:

> The lawful use of a building existing at the time of the adoption of the ordinance from which this chapter was derived may be continued even though such use does not conform with the provisions of the ordinance from which this chapter was derived. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification. The foregoing provisions shall also apply to nonconforming uses in districts as may be hereafter changed. **Whenever a nonconforming use of a building has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use. (emphasis applied)**

10. A dispute has arisen between Port of Texas and the City of Ingleside whether Port of Texas is entitled to use the Property as an oil and gas storage facility because of the removal of the gas storage tanks from the Property approximately twenty years previously. Nevertheless, Plaintiff's more restricted use of the Property has continued and no requirement to stop the current use has been imposed.

11. Plaintiff's claim under 42 U.S.C. § 1983 is premised on alleged violation of the "Taking Clause" of the Fifth Amendment to the U.S. Constitution which provides that private property will not "be taken for public use without just compensation." U.S. Const., amend V. Plaintiff also uses the alleged violation of the Fifth Amendment to the U.S. Constitution to support its request for a declaratory judgment since the dispute about which the declaration is sought must arise under federal law or some element of the claim would necessarily depend on the resolution of a substantial disputed federal question. The

Declaratory Judgment Act does not extend the jurisdiction of the Federal Courts. *Skelly Oil Co. v. Phillips Petroleum Co.*, 339 U.S. 667, 671, 70 S. Ct. 876, 94 L. Ed 1194 (1950).

12. Here, Plaintiff argues that Ingleside zoning classification of R-1, together with restrictive covenants prohibiting residential use put in place by the Property's previous owner, deprive it of all economically beneficial use of the Property and constitute a "regulatory taking".

13. Plaintiff's claims, however, do not take into consideration state laws and Ingleside Ordinances protecting nonconforming use or recognize that, despite refusing to recognize nonconforming use status, Ingleside has allowed historical use of the Property to continue without interference since it annexed the property in 1998 and since Plaintiff acquired the Property in 2022.

14. Additionally, an investment in a nonconforming use that is made after a zoning change, as is the case here, is not innocent and thus is not entitled to protection or recognition. *Neighborhood Committee on Lead Pollution v. Board of Adjustment of the City of Dallas*, 728 S.W. 2d 64, 70 (Tex. Ap-Dallas 1987, writ ref'd n.r.e.)(holding investments in the nonconforming use made after the zoning change are not required to be amortized, because such investments, if included in the amortization base, could extend the nonconforming use indefinitely); *City of Garland v. Valley Oil*, 482 S.W. 2d 342, 346 (Tex. App-Dallas 1972, writ, ref'd n.r.e.) Cert. denied 411 U.S. 933, 93 S. Ct. 1902, 36 L. Ed. 2d 392 (1973)("[T]he owner of a nonconforming service station, who, with actual or constructive notice of a zoning ordinance, purchases an adjoining lot for the purpose of building a larger station, cannot complain of any hardship by denial of such extended use."); *Mattox v. Bd. of Adjustment*, Civil No. 3:93-CV-1043-H, 1996 U.S. Dist. LEXIS

4234, at *6 (N.D. Tex. Jan. 5, 1996)("The Texas Court of Appeals for the Fifth District, Dallas County, has consistently held that an investment in a nonconforming use that is made after the zoning change is not innocent and thus is not entitled to protection or recognition.").

15. In this case, the Ingleside has not restricted the owner's use except to the extent a nonconforming use has been discontinued and Ingleside has not otherwise prohibited productive and economically beneficial use of the land. *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 538, 125 S. Ct. 2074, 161 L. Ed. 2d 876 (2005); *Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Pan. Agency*, 535 U.S. 302, 330, 122 S. Ct. 1465, 152 L. Ed 2d 517 (2002).

16. Because the City of Ingleside has not ordered Plaintiff's use of the Property to stop and has allowed the previous historic uses to continue unless discontinued for a one-year period, there has been no "taking" without compensation or any violation of the Fifth Amendment to the U.S. Constitution.

17. Without a Constitutional violation to support them, Plaintiff's claims under 25 U.S.C. 2201 for declaratory judgment and its claims under 42 U.S. § 1983 must fail for want of jurisdiction and for failure to state a claim upon which relief can be granted. "The first inquiry in any § 1983 suit is whether the Plaintiff has been deprived of a right 'secured by the Constitution and laws.'" *Baker v. McCollan*, 443 U.S. 137, 140, 99 S. Ct. 2689, 61 L. Ed 2d 433 (1979). Likewise, a federal claim is necessary to support a declaratory judgment action under 28 U.S.C. § 2201. *Skelly Oil* Co., 339 U.S. at 671. Since jurisdiction in this case is premised on a violation of the Fifth Amendment to the U.S. Constitution and Plaintiff's Complaint indicates that the Plaintiffs use of the Property has continued without

interference by the City, this Court lacks jurisdiction to hear this case. Alternatively, the Complaint should be dismissed for failure to state a claim upon which relief can be granted.

Conclusion and Prayer

18. For the reasons stated above, the City of Ingleside asks the Court to dismiss Port of Texas, LP's claim for lack of federal question jurisdiction. Alternatively, Ingleside asks that Plaintiff's claim under 42 U.S.C. § 1983 be dismissed for failure to state a claim upon which relief and be granted.

Respectfully submitted,

DAVIDSON TROILO REAM & GARZA, P.C.
601 N. W. Loop 410, Suite 100
San Antonio, Texas 78216
Telephone: (210) 349-6484
Facsimile: (210) 349-0041

By: */s/ R, Jo Reser*
R. Jo Reser
State Bar No. 16789500
SDTX Federal ID No. 10309
Email: jreser@dtrglaw.com
Michael S. McCann, Jr.
State Bar No. 24096551
SDTX Federal ID No. 3468147
Email: mmccann@dtrglaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded pursuant to Rule 21a, Texas Rules of Civil Procedure, on this the 13th day of December 2024, as follows:

S. Mark Murray
Email: mark.murray@fordmurray.com
Kennedy Hatfield Asel
Email: hatfieldasel@fordmurray.com
10001 Reunion Place, Suite 640
San Antonio, Texas 78216
Attorneys for Port of Texas, L.P.

*/s/ R Jo Reser*_____
R. Jo Reser

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

PORT OF TEXAS, LP Plaintiff,	§	
V.	§	Civil Action No. 2:24-CV-267
CITY OF INGLESIDE, Defendant.	§	

SECOND JOINT ADVISORY TO THE COURT

COMES NOW, Plaintiff, PORT OF TEXAS, LP, as well as the Defendant, CITY OF INGLESIDE (the "City"), and, pursuant to this Court's Order of April 7, 2025, files this their Second Joint Advisory to the Court, and shows the Court as follows:

1. The City initiated the rezoning of Plaintiff's property (the "Property") from R-1 (Single-Family Residential) to I (Industrial). On May 19, 2025, following a public hearing, the Ingleside Planning and Zoning Commission (the "Commission") considered the proposed rezoning. After deliberation, the Commission voted to recommend that the Ingleside City Council rezone the Property from R-1 (Single-Family Residential) to I (Industrial). Pursuant to the Ingleside City Charter, all ordinances—except those related to the budget—must be read and approved twice before taking effect.

2. In addition to approving the zoning change from R-1 (Single-Family Residential) to I (Industrial), Plaintiff cannot use its Property as a tank farm without approval of a Special Use Permit for Intensive Uses ("SUP") that accompanied its

zoning change application previously filed on June 4, 2024. City staff recommended approval of Plaintiff's zoning application as did the Commission who voted 6-0 to recommend approval on August 19, 2024. The Commission did not recommend approval of the SUP. However, the zoning change and the SUP are not taken up by City Council at the same time. Instead, the City Council must first approve the base zoning change (here, from R-1 to I) before the SUP is considered. This is because under the City's Code, the Property must be zoned Industrial before the City Council can grant the SUP for Intensive Uses. Because Plaintiff's 2024 base zoning change application was denied, the City Council never took up Plaintiff's SUP request. As such, to save time and expense, Plaintiff requested that the City Council take up its SUP request if and when the base zoning change from R-1 (Single-Family Residential) to I (Industrial) was approved.

3. The City has agreed to waive the filing fee associated with filing a new SUP application but would not agree to present Plaintiff's previously filed SUP to City Council for consideration due to procedural concerns. Instead, it is the City's position that the previously filed SUP that already went through both City staff and the Commission became moot when the City Council failed to approve the base zoning change in September 2024. It is the City's position that Plaintiff must now refile its SUP application. It is Plaintiff's position that because the previously filed SUP was never considered by City Council it can still be brought before City Council for consideration. Further, it is Plaintiff's position that there is no support (from either state statute or the City's own ordinances) for the City's position that the SUP application became "moot" making it unable to be take up for consideration now that

the base zoning change has been approved.

4. On May 27, 2025, at a regularly held city council meeting, the Ingleside City Council considered the Commission's recommendation to rezone the Property from R-1 (Single-Family Residential) to I (Industrial) and conducted a public hearing and the first reading of the proposed zoning ordinance.

5. Following a public hearing, the City Council voted to approve the ordinance on first reading and scheduled the second reading for June 10, 2025, the next regularly scheduled city council meeting.

6. At its June 10, 2025, meeting, the Ingleside City Council conducted the second reading of the ordinance zoning the Property to I (Industrial) and voted to approve the ordinance.

7. As a result, the Property is now officially zoned I (Industrial), and Plaintiff may utilize the Property in accordance with the uses permitted for the Industrial District as contained in the Ingleside Code of Ordinances, which does not include using the Property as a tank farm.

8. Additionally, the Parties respectfully request that the Court issue a revised scheduling order, as several deadlines in the current order have already passed since this case was abated.

9. Defendant City of Ingleside has had a Motion to Dismiss pending pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), since December 13, 2024, which Defendant asserts is determinative of all Plaintiff's claims.

Respectfully submitted,

By: _____

S. Mark Murray
State Bar No. 14729300
SDTX Bar No.: 289215
Email: mark.murray@fordmurray.com
Kennedy Hatfield Asel
State Bar No. 24121663
SDTX Bar No.: 3896778
Email: hatfieldasel@fordmurray.com
10001 Reunion Place, Suite 640
San Antonio, Texas 78216
Telephone: (210) 731-6400
Facsimile: (210) 731-6401

ATTORNEYS FOR PLAINTIFF, PORT OF TEXAS, LP.

DAVIDSON TROILO REAM & GARZA, P.C.
601 Loop 410, Suite 100
602 San Antonio, Texas 78216
Telephone: (210) 349-6484
Facsimile: (210) 349-0041

By: _____

R. Jo Reser
State Bar No. 16789500
SDTX Bar No.: 10309
Email: jreser@dtrglaw.com
Michael Steven McCann, Jr.
State Bar No. 24096551
SDTX Bar No. 3468147
Email: mmccann@dtrglaw.com

ATTORNEYS FOR DEFENDANT, CITY OF INGLESIDE

N
CITY OF INGLESIDE
GIS DEPARTMENT
City of Ingleside
Rezoning
Aerial Map
Legend
Case Area
Parcels
Date: 05/27/2025
This product is for informational purposes only and may not have been prepared for or be suitable for use in legal, engineering, or surveying products. It does not represent an on-the-ground survey and only represents the relative location of property boundaries.
0.1 0 0.1
Miles
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

JUL 27, 2018 10:05 AM CAMAC01757
I:\18JOBS\18I0014\CAD\ENV\SHEET\EXHIBITS\18I0014-SITEPLAN.DWG

N
W E
S

500 250 0 500 1000
GRAPHIC SCALE IN FEET

S30° 49' 34.76"E
174.67'

TXDOT ROW
VOL. 270, PG. 469
D.R., S.P.C., TX

N21° 11' 44.87"E
1681.16'

WATERLINE EASEMENT
VOLUME 179, PAGE 332

D=50.9056
1484.659

HUMBLE DITCH

SH 361

DRAINAGE OUTFALL
(BY OTHERS)

S29° 51' 59.70"W
1395.42'

98'-9"
DRAINAGE
EASEMENT

EMORY BELLARD
OUTFALL

PIPELINE EASEMENT

UTILITY EASEMENT

200'-0"
DRAINAGE
EASEMENT

N15° 51' 44.87"E
1900.30'

S88° 53' 24.05"W
212.13'

DRILL SITE #2

S1° 04' 47.61"E
330.00'

DRAINAGE OUTFALL
(BY OTHERS)

S29° 51' 56.27"W
922.17'

160'-0"
R.O.W.

SH 200

Expanded Buffer Area

S60° 07' 00.49"E
420.18'

N33° 08' 08.50"E
89.33'

DRAINAGE OUTFALL
(BY OTHERS)

S56° 45' 27.83"E
353.55'

N32° 59' 00.19"E
754.00'

S56° 56' 59.81"E
875.00'

SEWAGE PIPE LINE
DOC.# 161039

OVERHEAD POWERLINE
EASEMENT
VOLUME 340, PAGE 449

N4° 07' 57.26"W
246.10'

N32° 58' 40.30"E
271.91'

MANIFOLD AND
PIPING AREA
(700'X1000')

PLAINS PIPELINE

N56° 49' 20.93"W
1277.20'

PIPELINE EASEMENT

PIPELINE EASEMENT

N33° 03' 44.56"E
266.10'

PIPELINE EASEMENT

N1° 37' 15.44"W
1587.71'

DRAINAGE OUTFALL
(BY OTHERS)

60'-0"

DRAINAGE OUTFALL
(BY OTHERS)

SH 200

DRILL SITE #1
DOC.NO.379019

Compressor
Station Site
File # 570570

S88° 02' 24.14"W
402.10'

N1° 51' 22.82"W
151.56'

S88° 14' 36.99"W
1104.69'

DRAINAGE OUTFALL
(BY OTHERS)

S54° 27' 37.79"W
26.97'

PRIVATE ROADWAY AND
UTILITY EASEMENT
DOC# 570571

S88° 14' 36.99"W
1597.91'

175'-0"

300'

S32° 03' 00.19"W
752.02'

176'

PIPELINE EASEMENT

S56° 51' 16.69"E
2242.29'

950'

NFPA 30
REQUIRED SET BACK DISTANCE

400'

S32° 54' 42.72"W
1074.09'

POWER LINE EASEMENT
DOC# 361710

175'-0"

A
B
C
D
E

300 ø TANK
150 ø TANK

LEGEND

- PROPERTY BOUNDARY
- TANK BUFFER 175'
- TANKS, PIPELINES, & BERM BUFFER 60'
- STATE HWY 200 R.O.W.
- EXISTING EASEMENTS (VARIOUS ENTITIES)
- EXISTING GAS LINES
- PROPOSED CONTAINMENT TANKS
- PROPOSED EASEMENT
- PROPOSED BERMS
- PROPOSED PIPE RACKS
- PROPOSED PIPES
- A PROPOSED CONTAINMENT CALLOUTS

© Copyright Hanson Professional Services Inc. 2018

FOR INTERIM REVIEW
Not for construction,
Bidding, or Permit purposes

Name: JOHN A. MICHAEL
Serial No.: 61966
Date : 07/27/2018

HANSON
Hanson Professional Services Inc.

TBPE F-417 / TBPLS F-10039500
TBAE F-BR 2458 / TBPG F-50556

SITE PLAN

CONCEPTUAL 19M BBL TANK FARM
INGLESIDE, TEXAS

18I0014 1 OF 4

PLANNING & ZONING VOTING RECORD
& ATTENDANCE RECORD

DATE: 10/13/2025 **NO.** 670

			DESCRIPTION
THIS APPLICATION __ REQUIRES **X DOES NOT REQUIRE** A SUPER MAJORITY VOTE BY CITY COUNCIL.	PRESENT OR ABSENT	VOTE	**DELIBERATE AND TAKE APPROPRIATE ACTION ON AN APPLICATION FILED BY PORT OF TEXAS, LP REQUESTING A SPECIAL USE PERMIT PURSUANT TO SECTION 78-267 OF THE CODE OF ORDINANCES FOR THE INTENSIVE USE CONSISTING OF CRUDE OIL STORAGE TANKS ON PROPERTY GENERALLY LOCATED SOUTH OF HIGHWAY 361 AND WEST OF COACH EMORY BELLARD DR AND AVENUE B,, FURTHER DESCRIBED IN THE LEGAL DESCRIPTION BELOW,** **O A COMBINED TOTAL OF 288.13 ACRES CONSISTING OF AN 89.75 ACRE TRACT OF LAND, AS DESCRIBED IN FILE NUMBER 728165 (FILED NOV. 17, 2022), DEED OF RECORDS, SAN PATRICO COUNTY, TEXAS AND A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.**
ALAN BEAUBIEN ***(Place #1 - 12/31/25)*** **2ND Term**	**P**	**Y**	PUBLIC HEARING NOTES At 6:06 p.m. Chairman Wilson convened the Planning and Zoning Commission into a Public Hearing.
JACOB LOPEZ ***(Place #2 - 12/31/25)*** **1ST Term**	**P**	**Y**	**Speaking For:** Courtney Shane 2181 Capeheart **Speaking Against:** Pat Cady 2522 San Angelo Ave

CONNOR BROWN *(Place # 3 - 12/31/25)* **2ND Term**	P	Y
JEREMY LONG *(Place #4 - 12/31/26)* **1st Term**	P	Y
RICARDO TREVINO JR *(Place # 5 - 12/31/26)* **1st Term**	P	N
(Place #6 - 12/31/26) **1ST Term**	-	-
CYNTHIA WILSON *(Place #7 - 12/31/26)* **2ND Term**	P	N

At 6:11 p.m. Chairman Wilson closed the Public Hearing and reconvened the Planning and Zoning Commission Meeting.

Motion: Commission Member Beaubien made a motion to recommend to City Council approval of the request for a Special Use Permit pursuant to Section 78-267 of the Code of Ordinances for the intensive use consisting of crude oil storage tanks on the property described above. Commission Member Long seconded the motion. Motion carried 4:2.

Cynthia Wilson

Chairman

October 13, 2025

Date

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS, CONDITIONALLY GRANTING A SPECIAL USE PERMIT PURSUANT TO SECTION 78-267 OF THE CITY OF INGLESIDE CODE OF ORDINANCES TO AUTHORIZE THE USE FOR CONSTRUCTION, INSTALLATION, AND OPERATION OF CONTAINMENT TANKS FOR CRUDE OIL STORAGE, AS AN INTENSIVE USE ON PROPERTY GENERALLY LOCATED SOUTH OF HIGHWAY 361 AND WEST OF COACH EMORY BELLARD DRIVE AND AVENUE B, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING CONDITIONS OF APPROVAL; PROVIDING FOR EXPIRATION, REVOCATION, AND LIMITATION OF AUTHORIZATION; PROVIDING FOR EFFECTIVE DATE, READINGS, SEVERABILITY, AND PUBLICATION; AND PROVIDING FOR RELATED MATTERS.

A COMBINED TOTAL OF 288.13 ACRES CONSISTING OF AN 89.75 ACRE TRACT OF LAND, AS DESCRIBED IN FILE NUMBER 728165 (FILED NOV. 17, 2022), DEED OF RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 210.02 ACRE TRACT, BEING OUT OF A 28.62 ACRE TRACT, A 1.61 ACRE TRACT, A 9.22 ACRE TRACT AND A 5.54 ACRE TRACT AS RECORDED IN VOLUME 326, PAGE 475 , DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 50.91 ACRE TRACT AS RECORDED IN VOLUME 113 PAGE 182, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 48.18 ACRE TRACT AS RECORDED IN VOLUME 90, PAGE 553, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; THE REMAINDER OF A 46.81 ACRE TRACT, RECORDED IN VOLUME 149, PAGE 502, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; A 4.54 ACRE TRACT AS RECORDED IN VOLUME 148, PAGE 514, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS; AND AN 8.93 ACRE TRACT AS RECORDED IN VOLUME 101, PAGE 391, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND A 2.29 ACRE TRACT RECORDED IN VOLUME 88, PAGE 15, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.

WHEREAS, an application for a special use permit by the Port of Texas LP ("Applicant"), was submitted to allow the installation and operation of crude oil tank storage, on the real property described above and identified in **Exhibit A**; and

WHEREAS, the Applicant has previously obtained an Industrial Zoning Designation and now seeks a Special Use Permit Pursuant to Section 78-267 of the Ingleside Code of Ordinances to seek the use of the real property for construction, installation, and operation of crude oil storage tanks; and

WHEREAS, in accordance with state law and the City's Code of Ordinances, notice of public hearings before both the Planning and Zoning Commission and the City Council regarding the requested zoning change was published in the ***Ingleside Index***, a newspaper of general circulation in the City of Ingleside on September 25, 2025, for the public hearings before the Planning and Zoning Commission and for the City Council with said publication being made more than fifteen (15) days prior to the respective public hearings; and

WHEREAS, written notice of the above public hearings before the Planning & Zoning Commission and the City Council were sent to each owner of real property, as indicated on the approved tax roll of the City of Ingleside, within 400 feet of the property, with said notice provided more than ten (10) days prior to the each of the public hearings of the Planning and Zoning Commission and City Council as cited above; and

WHEREAS, the Planning and Zoning Commission met and held a public hearing on October 13, 2025, and after hearing and considering the application, the City's comprehensive plan, the future development of the City as a whole, and other relevant factors, the Planning and Zoning Commission recommended approval of the request; and

WHEREAS, the City Council of the City of Ingelside ("City Council"), pursuant to Section 78-267 of the Ingleside Code of Ordinances may, as part of its decision, impose such conditions and safeguards as are reasonable or necessary in its opinion to protect surrounding property and persons from such hazards; and

WHEREAS, the City Council conducted a public hearing on the proposed zoning change on October 27, 2025 and having given full consideration to the application, the staff report, the recommendation of the Planning and Zoning Commission, and all testimony and evidence presented at the public hearing, the City Council is of the opinion and finds that it is in the best interest of the public health, safety, and welfare of the City to conditionally grant this Special Use Permit for Intensive Uses.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS:

Section 1. A special use permit is hereby conditionally granted to allow the use of the property for construction, installation, and operation of containment tanks for the storage of crude oil, on the following real property ("Property") identified in Exhibit A and described below:

> A combined total of 288.13 acres consisting of an 89.75 Acre Tract of land, as described in file number 728165 (filed Nov. 17, 2022), Deed of Records, San Patricio County, Texas and a 210.02 Acre Tract, being out of a 28.62 acre tract, a 1.61 acre tract, a 9.22 acre tract and a 5.54 acre tract as recorded in Volume 326, Page 475 , Deed Records, San Patricio County, Texas; the remainder of a 50.91 acre tract as recorded in Volume 113 Page 182, Deed Records, San Patricio County, Texas; the remainder of a 48.18 acre tract as

recorded in Volume 90, Page 553, Deed Records, San Patricio County, Texas; the remainder of a 46.81 acre tract, recorded in Volume 149, Page 502, Deed Records, San Patricio County, Texas; a 4.54 acre tract as recorded in Volume 148, Page 514, Deed Records, San Patricio County, Texas; and an 8.93 acre tract as recorded in Volume 101, Page 391, Deed Records, San Patricio County, Texas and a 2.29 acre tract recorded in Volume 88, Page 15, Deed Records, San Patricio County, Texas.

Section 2. Conditions: The granting of this Special Use Permit for Intensive Use is conditioned on the Applicant's compliance with the following Conditions:

1) Definitions for purposes of this ordinance.

a. "*Residential Property*" shall mean and include all land that is, as of the date of the issuance of this Permit, zoned and used for human habitation, including by way of illustration, single-family homes, multifamily units and manufactured housing.

b. "*Public Educational Facilities*" shall mean and include all land that is, as of the date of the issuance of this Permit, in current use for K-12 schools, public colleges, or government-operated educational institutions, together with all facilities that are currently in use that are related or associated with said schools, colleges or educational institutions.

c. "*Containment Tank*" shall mean any stationary above-ground vessel or container designed and constructed for the storage of crude oil, including any integrated or associated secondary containment systems (e.g., berms, dikes, liners) intended to prevent the release, spill, or overflow into the surrounding environment.

d. "*Substantial Completion*" means the stage in the progress of construction when all major site improvements, necessary safety features, and Containment Tank for the applicable phase have been installed and are sufficiently complete in accordance with the approved Site Plan so that the work can be safely and effectively utilized for its intended purpose, as determined by the City upon inspection and verification of compliance with applicable codes, permits, and conditions of this Permit.

2) The attached Special Use Permit site plan (the "Site Plan"), identified in Exhibit B, is hereby incorporated into and made a part of this ordinance by reference. All development and use of the Property shall substantially conform to the Site Plan, including the installation of up to twenty-two (22) Containment Tanks measuring approximately three hundred feet (300') in diameter and sixty feet (60') in height, and up to seven (7) Containment Tanks measuring approximately one hundred fifty feet (150') in diameter and sixty feet (60') in height. Any deviation from the Site Plan, including changes to the number, size, or location of Containment Tanks, that is not authorized through applicable amendment procedures shall constitute a violation of this ordinance.

3) Development of the Property shall proceed in phases, beginning with Containment Tank construction and installation on areas furthest from Residential Properties and Public

Educational Facilities. Specifically, development of the Property in connection with the installation of Containment Tanks shall proceed in phases, beginning with Phase A as shown in the Site Plan, and continuing in order with Phases B, C, E and D. Work on a succeeding phase may begin only after the preceding phase has achieved substantial completion, including the installation of all Containment Tanks and any related safety or environmental protection improvements required for their safe operation. Nothing in this Special Use Permit shall preclude the developer from utilizing any portion of the property for a use otherwise permitted under the City's zoning classification applicable to the Property, provided that such use complies with all applicable local, state, and federal laws, regulations, codes, and ordinances and that all necessary permits and approvals are obtained in the ordinary course.

4) As shown on the Site Plan, an increased building setback ("Expanded Buffer Area") shall be enforced within the portion of the property abutting any Residential Property, or Public Educational Facilities. No containment tank may be placed within the Expanded Buffer Area as shown on the Site Plan. The Expanded Buffer Area shall be located as demonstrated on the Site Plan and shall have a depth between 175' and 400' measured from the property line.

5) Development of Phase D shall not commence until a berm ("Berm") measuring at least fourteen feet (14') in height above ground level and approximately sixty feet (60') in width is fully constructed within and along the entirety of the Expanded Buffer Area.

6) The Berm shall be vegetated and maintained by the owner of the Property or the owner's designee. Vegetation shall be regularly trimmed and managed to prevent overgrowth, the harboring of nuisance animals, and the accumulation of debris. The berm shall be kept in a neat and orderly condition at all times to ensure it does not create a visual or environmental nuisance.

7) The Property will be secured to prevent access to the Property by the general public by: the installation of a fence enclosing any portion of the Property with a Containment Tank; installation of a controlled access gate; and the presence of personnel on site responsible for the security of the Property and improvements.

8) All Containment Tanks shall be constructed with floating roofs or equivalent technology.

9) Approval of this Special Use Permit authorizes only the *use* of the Property as specified herein and does not constitute approval of any specific site improvements, building permits, construction plans, or other development activities requiring separate review or permitting under applicable laws or ordinances.

a. No use, development, or construction on the Property shall commence or be deemed complete without full compliance with all applicable local, state, and federal laws, regulations, codes, and ordinances. All construction, installation, and operational activities shall conform to the applicable provisions of the City of Ingleside Code of Ordinances, including but not limited to platting, permitting requirements, and all other governing requirements applicable to the Property.

b. The property owner, applicant, or their authorized agent shall be solely responsible for obtaining, maintaining, and complying with all permits, licenses, approvals, and authorizations required by any local, state, or federal agency or governmental authority having jurisdiction. Copies of such documents shall be provided to the City upon request or as a condition of continued operation under this Permit.

Section 3. Failure to Comply. Failure to comply with any condition or safeguard imposed as part of this Special Use Permit, or with any applicable provision of the Ingleside Code of Ordinances, shall constitute a violation of this ordinance and may result in revocation of the permit by the City Council after notice and opportunity to cure.

Upon identification of any noncompliance, the City shall provide written notice to the Applicant or property owner describing the nature of the violation and allowing a reasonable period of time, not to exceed one hundred eighty (180) days, to correct or cure such noncompliance. If the violation is not corrected within the time specified, the City Council may, after notice and hearing, revoke the Special Use Permit in whole or in part or impose additional conditions as necessary to protect the public health, safety, and welfare.

Upon revocation of this Special Use Permit, all operations authorized under it shall immediately cease, and further use of the Property inconsistent with the underlying zoning classification shall be unlawful unless a new Special Use Permit or zoning approval is granted by the City Council.

Section 4. Expiration. In accordance with Section 78-69(b), this Special Use Permit shall automatically expire one (1) year after the date of its adoption unless the Property is being actively developed or used under the terms of this permit, or unless an extension is granted by the City Council. The permit shall also be deemed expired if the authorized use ceases for any reason. Upon expiration of this Special Use Permit, all operations authorized under it shall immediately cease, and further use of the Property inconsistent with the underlying zoning classification shall be unlawful unless a new Special Use Permit or zoning approval is granted by the City Council.

Section 5. Authorization Limited: The authority granted by this Special Use Permit is limited solely to the use of the Property for construction, installation, and operation of containment tanks for the storage of crude oil, on the real property described herein, subject to all conditions set forth above. Any other use of the Property not specifically authorized herein or under the Property's Zoning designation may require a separate permit or zoning approval. This ordinance does not authorize or approve the construction, installation, or operation of any facilities except as may be separately permitted in accordance with all applicable City ordinances and all applicable state and federal laws and regulations.

Section 6. Effective Date. As provided by Article III, Section 3.11C of the Charter of the City of Ingleside, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after publication of this ordinance in its entirety or in summary form once in the official newspaper of the City of Ingleside.

Section 7. Reading. As provided by Article III, Section 3.11.B of the Charter of the City of Ingleside, this ordinance, or the caption of it, shall be read at two City Council meetings with at

least two weeks elapsing between each reading.

Section 8. Severance. If any part of this ordinance is invalid or void or is declared to be so, then said part shall be severed from the balance of this ordinance and said invalidity shall not affect the balance of this ordinance, the balance of the ordinance to be read as if said invalid or void portion thereof were not included.

Section 9. Compliance with State Law and City Ordinances. The City Council of the City of Ingleside, Texas, finds that all legal prerequisites and procedural requirements for this Special Use Permit have been satisfied. All notices, publications, postings, and hearings required by Chapter 211, Texas Local Government Code, the Texas Open Meetings Act (Chapter 551, Texas Government Code), the City Charter, and the Code of Ordinances have been properly given and conducted. This ordinance and all related actions have been duly considered and adopted in compliance with all applicable laws of the State of Texas and the City of Ingleside.

PASSED, ORDAINED, APPROVED AND ADOPTED this 10th day of November, 2025 by ___ (ayes) to ___ (nays) with ___ abstentions by a vote of the City Council of the City of Ingleside.

CITY OF INGLESIDE, TEXAS

_____
Pedro Oscar Adame, Mayor

ATTEST:

_____
Jana Stork, City Secretary

First Reading: October 27, 2025_____

Second Reading: November 10, 2025___

DRAFT

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 12

Deliberate and take appropriate action on the purchase of a new Pierce Stock M2-106 BX Pumper truck, through the Houston-Galveston Area Council Buy Board.

SUBMITTED BY: Thomas Miller, Fire Chief

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Ingleside Volunteer Fire Department has been awarded a Grant through the Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program.

The 77th Texas Legislature passed House Bill 2604 in 2001, establishing the Rural Volunteer Fire Department Assistance Program. The program assists volunteer fire departments with the purchase of equipment and training.

The Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program assists volunteer fire departments with the purchase of apparatus and equipment at a 95%/5% cost-share up to $300,000. The maximum grant award is $300,000.

FISCAL ANALYSIS:

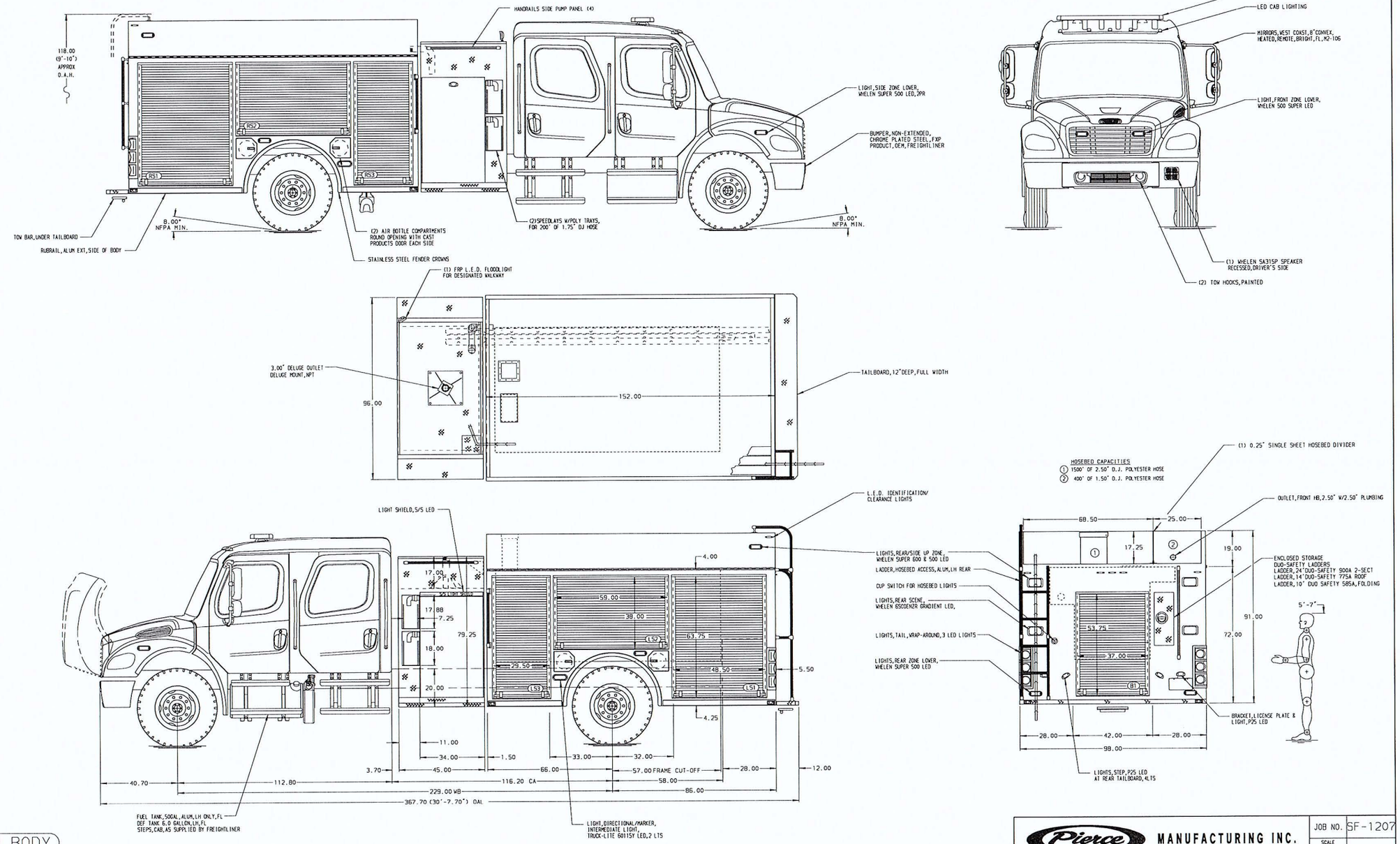
The purchase price of the new Pierce Stock M2-106 BX Pumper Truck is $534,060.00 for FY 2025/2026. The City will supply the upfront payment and receive reimbursement of $300,000.00 upon delivery of the new truck.

RECOMMENDATION:

Staff recommends purchase of the new pumper truck through the Houston-Galveston Area Council Buy Board.

ATTACHMENTS:

1. Pierce Stock M2-106 BX Pumper
2. Executed Contract-Siddons Martin Emergency Group (1)
3. Pumper 112 drivers side view
4. Pumper 112 passenger side view
5. Pumper 112 front view
6. Pumper 112 rear view



ALUMINUM BODY

NOTE

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

1. CTF WHEEL CHOCKS AND MOUNTING BRACKETS
2. EXHAUST SYSTEM,HORIZONTAL,RH STEP MOUNTED DPF/SCR,2013 FL
3. PERIMETER SCENE LIGHTS LOCATED PER SHOP ORDER
4. BATTERY CHARGING RECEPTACLE LOCATED ON THE DRIVER SIDE PUMP PANEL
5. AIR INLET LOCATED LOCATED DS PUMP PANEL
6. CONCEPTUAL DRAWING STAGE

REV	DATE	BY	CH
▽	-	-	-

CHASSIS DATA
MAKE: FL
MODEL: M2-106

Pierce MANUFACTURING INC.
BRADENTON, FLORIDA

TITLE: 1000 GAL WATER,152"FULL HT FRONT & REAR 34"SC PH,(2) SPEEDLAYS & LADDERS THRU BODY
FOR: PIERCE MANUFACTURING INC.
BRADENTON, FLORIDA
DWG NO.: SF-1207AD

JOB NO. SF-1207
SCALE 1:24
DATE
DRAWN BY JLA 04JUN20
CHECKED BY CAG 5JUN20
SHEET SIZE D
SHEET NO. 1 OF 1

View File Created 05-JUN-2020 07:15:30

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Price Increase
Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Siddons Martin Emergency Group LLC		**H-GAC**	
Signature	DocuSigned by: Jeff Doran B2D885F9B5D14E7...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Kathryn Williams	Name	Chuck Wemple
Title	Vice President	Title	Executive Director
Date	12/11/2023	Date	12/12/2023

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
Project ID: FS12-23
Release Date: Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G**. Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	$1,000 per purchase order
Category B – Aerial Fire Apparatus	$2,000 per purchase order
Category C – Pumper Fire Apparatus	$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	$2,000 per purchase order
Category E – ARFF Apparatus	$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	$2,000 per purchase order
Light Rescue/Quick Response	$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Attachment A
Siddons-Martin Emergency Group, LLC
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	$ 899,378.00	5%

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	$ 982,413.00	5%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	$ 1,109,887.00	5%
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	$ 484,061.00	5%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm)	$ 1,141,252.35	5%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	$ 1,217,470.80	5%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$ 1,784,346.90	5%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	$ 2,390,151.75	5%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	$ 713,119.00	5%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	$ 624,947.00	5%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	$ 477,451.00	5%

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207

Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	$ 292,975.00	5%
BME Fire Trucks	Sequioa	10 Man Crew Carrier Vehicle	$ 378,634.00	5%
		Category G - Fire/Rescue Boats		
Lake Assault Boats	23LAB - 101	LAB 21' Landing Craft, 8.5' beam, T-top, Emergency light bar, siren, 12" Sonar GPS Chartplotter, Scene lights, Trailer.	$ 215,210.34	5%
Lake Assault Boats	23LAB - 102	LAB 22' RHIB, 8.5' beam, T-top, emergency light bar, 10" sonar GPS chartplotter, Trailer	$ 200,093.94	5%
Lake Assault Boats	23LAB - 103	LAB 24' V-hull, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	$ 220,506.78	5%
Lake Assault Boats	23LAB - 104	LAB 24' Landing Craft, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 229,419.30	5%
Lake Assault Boats	23LAB - 105	LAB 26' V-hull, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 243,629.40	5%
Lake Assault Boats	23LAB - 106	LAB 26' Landing Craft, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	$ 248,141.52	5%
Lake Assault Boats	23LAB - 107	LAB 28' V-hull, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 287,850.00	5%
Lake Assault Boats	23LAB - 108	LAB 28' Landing Craft, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 288,978.60	5%
Lake Assault Boats	23LAB - 109	LAB 32' V-hull, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 317,508.24	5%
Lake Assault Boats	23LAB - 110	LAB 32' Landing Craft, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 319,320.84	5%
Lake Assault Boats	23LAB - 111	LAB 36' V-hull, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 345,141.84	5%
Lake Assault Boats	23LAB - 112	LAB 36' Landing Craft, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	$ 347,739.90	5%
		Category H - Command Vehicles		
Chevrolet (Sterling McCall)	1500 PU	2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed	$ 53,613.00	5%
Chevrolet (Sterling McCall)	2500PU	2023 Chevrolet Silverado 2500 2WD Crew Cab Custom/Work Truck Short Bed	$ 56,975.00	5%
Chevrolet (Sterling McCall)	Tahoe PPV	2023 Chevrolet Tahoe 2WD 5.3L V8	$ 57,680.00	5%
Chevrolet (Freedom)	Tahoe	Chevrolet Tahoe, 4X2	$ 57,540.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X2	$ 58,065.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X4	$ 63,000.00	5%
Chevrolet (Freedom)	Tahoe	SSV Tahoe, standard colors, 4X2	$ 56,700.00	5%
Chevrolet (Freedom)	Pick-up	SSV Tahoe, standard colors, 4X4	$ 61,950.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X2	$ 51,135.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X4	$ 56,700.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X2	$ 58,065.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4	$ 63,000.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4, Diesel	$ 82,845.00	5%
Chevrolet (Freedom)	Pick-up	5500 Regular cab, standard colors, 4X2, Amb Prep	$ 83,580.00	5%
Chevrolet (Freedom)	Suburban	Chevrolet Suburban 4X2	$ 61,635.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V8, 4X2	$ 40,845.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V6, AWD	$ 41,685.00	5%
Dodge (Freedom)	SUV	Dodge Pursuit Durango V6 AWD	$ 48,300.00	5%

Dodge (Freedom)	SUV	Dodge Pursuit Durango V8 AWD	$ 51,135.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg, AWD	$ 48,615.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg, AWD, Ecoboost	$ 52,815.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2	$ 61,845.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4	$ 66,150.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2, SSV	$ 59,850.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4, SSV	$ 61,110.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X2	$ 62,685.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X4	$ 65,835.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

Pierce

E-13

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 13

Deliberate and take appropriate action to accept an easement from the Ingleside Independent School District to the City of Ingleside for the Avenue B MIT-MOD Project.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City must secure a permanent and a temporary construction easement for the Avenue B MIT-MOT Drainage Project. The permanent easement will deal with the area at the corner of Avenue B and Mustang Drive. The temporary construction easement will allow the rerouting of a sewer line coming out of the Blaschke Elementary ISD campus and make it go west toward San Angelo Street, where a new manhole will be placed. The current line goes south from the Blachske Elementary ISD campus across Mustang Drive into the alley between Arkansas Street and Avenue B. The current trajectory takes this sewer line through two existing drainage boxes. The reroute is necessary, so the sewer line doesn't intersect with the drainage.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends accepting the proposed easement from the Ingleside Independent School District to the City of Ingleside for the Avenue B MIT-MOD Project.

ATTACHMENTS:

1. Ingleside CDBG_PublicUtilityEasement

EXHIBIT "A"

Property Description for Proposed Public Utility Easement

Being a 0.2726 acre (11,877 square foot) proposed Easement, situated in the Wm. McDonough Survey, Abstract 184, San Patricio County, Texas, being a portion of a called 100 acre tract of land described to Ray C. Ives, by deed dated April 5, 1924, as recorded in Volume 78, Page 179 of the Deed Records of San Patricio County, Texas (D.R.S.P.C.T.), said 0.2726 acre easement being more particularly described as follows:

BEGINNING at a tack in a lead cap in concrete found for the East corner of the herein described easement and for the South corner of a called 1.589 acre tract of land described to Housing Authority of the City of Ingleside, Texas, as recorded in Volume 418, Page 68 of the D.R.S.P.C.T., on the southeast line of said 100 acre tract and being in the existing northwest right-of-way line of Avenue B (70' right-of-way), having State Plane Coordinate of N=17,209,461.72, E=1,399,934.36, and being the **POINT OF BEGINNING**;

THENCE, South 33 deg. 06 min. 41 sec. West, with the common line of said 100 acre tract and said existing northwest right-of-way line of Avenue B, a distance of 510.23 feet to a cap in concrete pipe (damaged) found for the South corner of the herein described easement, and being the intersection of said existing northwest right-of-way line of Avenue B and the existing northeast right-of-way line of Mustang Drive (60' right-of-way);

THENCE, North 56 deg. 53 min. 19 sec. West, with said existing northeast right-of-way line of Mustang Drive, a distance of 687.02 feet to a calculated point for the West corner of the herein described easement, and being the intersection of said existing northeast right-of-way line of Mustang Drive and the southeast right-of-way line of San Angelo Avenue (60' right-of-way);

THENCE, North 33 deg. 09 min. 40 sec. East, with said existing southeast right-of-way line of San Angelo Avenue, a distance of 10.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the northwest corner of the herein described easement;

THENCE, crossing said 100 acre tract, the following 3 courses;

1) South 56 deg. 53 min. 19 sec. East, a distance of 674.18 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior corner of the herein described easement;

2) North 78 deg. 06 min. 26 sec. East, a distance of 4.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior corner of the herein described easement;

3) North 33 deg. 06 min. 41 sec. East, a distance of 497.42 feet to a 4" concrete monument found for the northeast corner of the herein described easement, said monument being in the southwest line of said 1.589 acre tract;

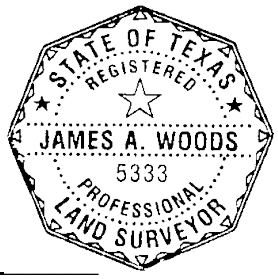
THENCE, South 56 deg. 46 min. 25 sec. East, with the southwest line of said 1.589 acre tract, a distance of 10.00 feet to the **POINT OF BEGINNING** of the herein described easement containing 0.2726 acres (11,877 square feet) of land.

All bearings and coordinates shown are grid based on the Texas State Plane Coordinate System, South Zone (4205) NAD83 (2001 ADJ.; EPOCH 2010.0). All distances shown hereon are grid.

All measurements are U.S. Survey Feet.

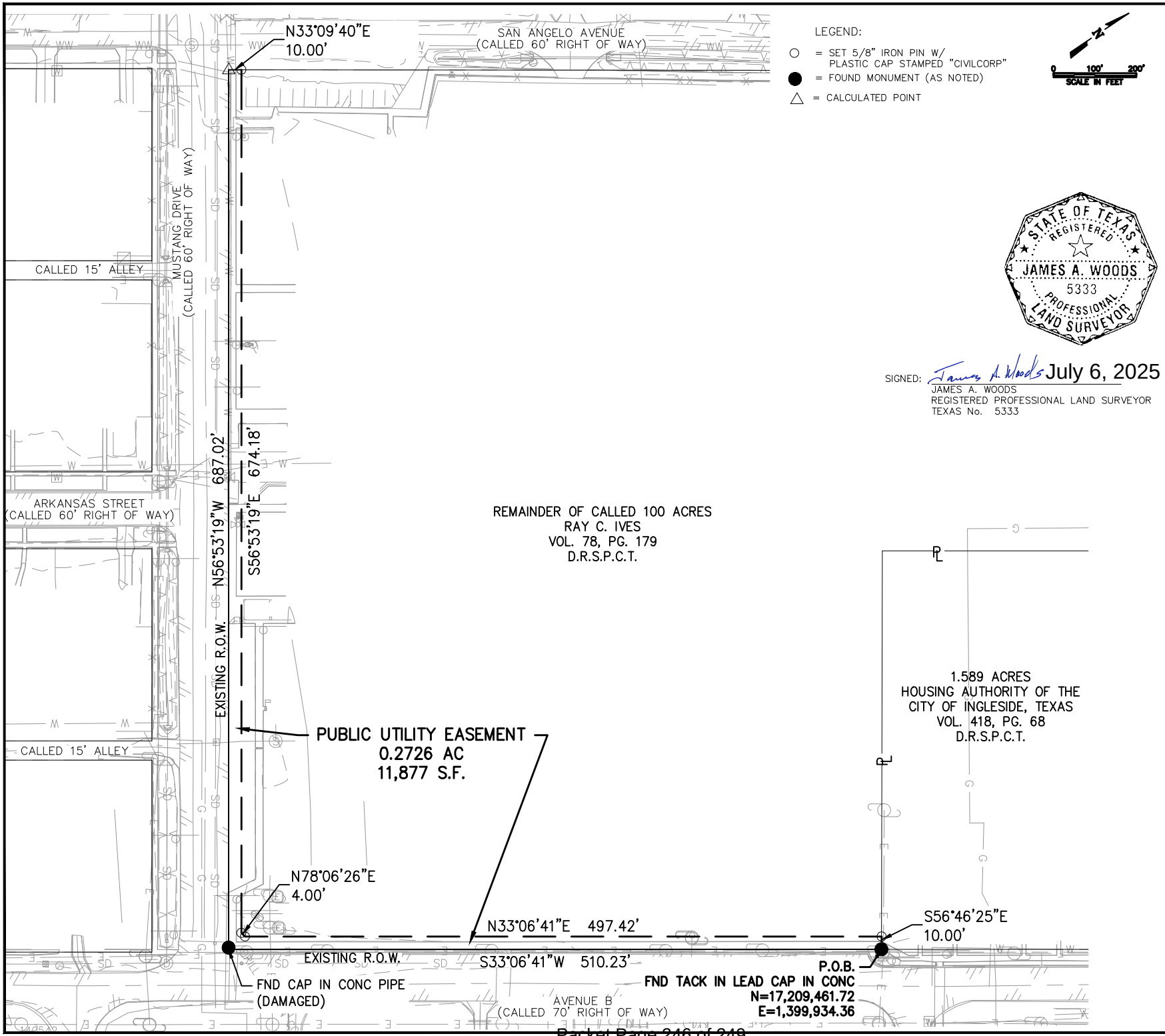
A plat of even date was prepared in conjunction with this legal description.

This survey was performed on the ground under my supervision in January 2025.



James A. Woods July 6, 2025

James A. Woods
Registered Professional Land Surveyor
License No. 5333, State of Texas
CivilCorp, LLC – 801 Lipan St, Corpus Christi, Texas 78401
361-371-538
TXSURV FIRM #10194156



STATE OF TEXAS
REGISTERED
JAMES A. WOODS
5333
PROFESSIONAL
LAND SURVEYOR

SIGNED: James A. Woods July 6, 2025
JAMES A. WOODS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS No. 5333

CivilCorp
an E&P COMPANY
4611 E. AIRLINE, VICTORIA, TEXAS 77904
TXENG FIRM# 10283 TXSURV FIRM# 10194156

REVISION NO.	DATE	BY	DESCRIPTION

CITY OF INGLESIDE, TEXAS

STORM DRAIN IMPROVEMENTS

PUBLIC UTILITY EASEMENT

SHEET 1 of 1
DRAWING #
CITY PROJECT #

Filename: M:\CIVILCORP_LLC\ACTIVE\Freeze and Nichols\2315801_Ingleside CDBG-MIT MOD\Survey\Data\Dwg\Utility Esmt\Ingleside CDBG_PUE.dwg
Last Saved: 6/29/2025 3:29 PM Saved By: troznovsky

CITY COUNCIL AGENDA
Regular Meeting: November 10, 2025

AGENDA ITEM: 14

Deliberate and take appropriate action on a Resolution to nominate Kiewit Offshore Services, LTD. for the Texas Enterprise Zone Program.

SUBMITTED BY: Bernard Rodriguez, Director of Development Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Kiewit Offshore Services, Ltd. ("Kiewit"), is requesting support, by way of a Resolution, for a Texas Enterprise Zone application to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank. The Texas Enterprise Zone Act, Chapter 2303, Texas Government Code provides for a qualified business to be nominated by a City which desires to pursue the creation of a thriving economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents within the enterprise zones and to other economically disadvantaged individuals.

Furthermore, Kiewit qualifies as a Texas Enterprise Zone project on the grounds that it will be located within the City and will create a higher level of employment, economic activity and stability.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution to nominate Kiewit Offshore Services, LTD. for the Texas Enterprise Zone Program.

ATTACHMENTS:

1. Kiewit IX TX EZ Tab 7 Nominating Resolution 2025-10-29

RESOLUTION NO. 2025-_____

A RESOLUTION TO NOMINATE KIEWIT OFFSHORE SERVICES, LTD. FOR THE TEXAS ENTERPRISE ZONE PROGRAM.

WHEREAS, the City of Ingleside ("City") on February 28, 2006, passed Ordinance No. 908 electing to participate in the Texas Enterprise Zone Program, and the local economic development incentives available in Ingleside are the same as were outlined in Ordinance No. 908; and

WHEREAS, the Office of the Governor, Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") will consider the project proposed by Kiewit Offshore Services, Ltd. ("Kiewit") as an enterprise project pursuant to a nomination made by the City in support of an application; and

WHEREAS, the City finds that it is in full compliance with the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"), prior to the nomination of a qualified business; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Kiewit has requested nomination from the City as an enterprise project;

WHEREAS, Kiewit meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Kiewit is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside an enterprise zone and at least thirty-five percent (35%) of the business' new permanent jobs will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Kiewit as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Kiewit meets the criteria for an enterprise zone project and wishes to nominate Kiewit as an enterprise project on the grounds that it will be located at the qualified business site and will create a higher level of employment, economic activity and stability; and

WHEREAS, the City Council finds that it is in the best interest of the City to nominate Kiewit as an enterprise project pursuant to the Act;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, COUNTY OF SAN PATRICIO, STATE OF TEXAS:

1. The above recitals are adopted as findings of the City Council.

2. Kiewit is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

3. The City Council nominates Kiewit to the Office of the Governor, Economic Development and Tourism, through the Economic Development Bank, as an enterprise project that shall take effect on the date of designation and terminate five (5) years after the date of designation.

PASSED AND APPROVED this 10th day of November, 2025 by __ (ayes) to __ (nays) with __ abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY OF INGLESIDE, TEXAS

_____
Pedro Oscar Adame, Mayor

ATTEST:

_____
Jana Stork, City Secretary

DRAFT