



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 10, 2023**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, October 10, 2023 at 5:30 PM for the purpose of discussing the following items:

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.
 - 1) Proclamation - South Texas Vocational Technical Institute Day.
 - 2) Proclamation - Breast Cancer Awareness month.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PRESENTATION

- A. Presentation by Weslaco ISD.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

- A. Approval of the Minutes of the Regular Meeting on September 19, 2023
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2023-44 to rezone 309 and 313 W 5th St. also being Lot 14-16, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2023-45 to rezone 1611 N Westgate Dr. also being N100.10'-S142.60', 0.414 acre Blk B, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Ordinance 2023-46 for the Voluntary Annexation of Monte Cielo Subdivision—being a 46.41-acre tract of land out of Farm Tract 214, West Tract Subdivision, Hidalgo County, Texas located approximately 1,700 ft South of Mile 10N on the east side of Mile 6 ½ West Road and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purposes services and activities in this contract, effective October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.
- D. Approval of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following:
 - 1) Weslaco Chamber of Commerce for \$276,510;
 - 2) Frontera Audubon Society for \$44,000; and
 - 3) Lower Rio Grande Valley Nature Center for \$72,322and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.
- E. Approval on the renewal of a Public Purposes Services Contract with Weslaco

Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$90,000 effective October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.

- F. Approval of the request from Weslaco Museum to hold their annual PAN DE CAMPO Fundraiser on November 4 from 6:30 pm to 10:00 pm; approval to close 5th Street between Texas Blvd and Missouri Ave.; authorizing public consumption of alcoholic beverages; waive of appropriate fees from ordinances associated with the event; also approval of use of tower lights, and provision of support from Weslaco PD, Public Works, Planning and Code Enforcement and other related city departments, and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.
- G. Approval to allow Honorably Retired Peace Officer Felix Salinas to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial #WXN021 for an amount of \$255 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- H. Approval to ratify acceptance of the Victims of Crime Act Formula Grant #3814605 for the amount of \$126,965.23 to pay for the Crime Victim's Coordinator salary, training, software, shelter, and business cards/flyers and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- I. Approval to ratify acceptance of the FY2024 Truancy Prevention and Intervention Program Grant #4003404 for the amount of \$100,575.93 for the First Offender Program Coordinator's salary, overtime for peace officers, training and project supplies and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- J. Approval to accept SHPS-R grant 4736001 for the amount of \$19,642.27 with NO MATCH and NO RECURRING COST for the purpose of AMBUS Communication Equipment and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration to approve Resolution 2023-55 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2024-2025 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- B. Discussion and consideration on the City of Weslaco Water Conservation and Drought Contingency Study Phase II Water Conservation Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.

- C. Discussion and consideration on the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2023 pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.) Attachment.
- D. Discussion and consideration to purchase from Silsbee Toyota, Buyboard Vendor Contract 601-19 a 2023 Sienna LE Van for an amount not to exceed \$40,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.) Attachment.
- E. Discussion and consideration on Resolution 2023-56 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- F. Discussion and consideration to approve Ordinance 2023-47 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-47 Possible action. (Staffed by Finance Department.) Attachment.
- G. Discussion and consideration of the request from TRI-GEN Construction for Change Order No. 3 for the New Downtown Fire Station No. 2 project to extend their contract 90 days and establish September 21, 2023 as their substantial completion date and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- H. Discussion and consideration of the request from Gerlach Builders for Change Order No. 3 for the New Police Department with Municipal Court and Judicial Court project to extend their contract 90 days and establish September 30, 2023 as their substantial completion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- I. Discussion and consideration on the Interlocal Agreement between Hidalgo County and the City of Weslaco for the development of the Precinct 1 Hike and Bike Trail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- J. Discussion and consideration to approve the purchase of a 2023 ambulance remount from vendor Southwest Ambulance Sales HGAC Contract No. AM 10-20 for an amount not to exceed \$162,980 under General Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- K. Discussion and consideration to approve the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus Specialist BuyBoard Contract # 651-21 at a cost not to exceed the amount of \$1,582,819.00 out of the Fire Department Apparatus

Replacement Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.

- L. Discussion and consideration of approval of Castle Enterprises, LLC pay application #8 in the amount of \$95,528.66 and final payment application in the amount of \$74,058.05 for the New Fire and Police Stations Off-Site Improvements project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- M. Discussion and consideration to authorize the purchase of a 2025 Freightliner 180SD Plus Roll Off Truck from Doggett Freightliner of South Texas, LLC., Buyboard Vendor Contract No. 601-19, in the amount not to exceed \$197,686 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- N. Discussion and consideration to purchase a New 544 P wheel loader from Sourcewell contract # 032119-JDC Co-op vendor Doggett Heavy Machinery Services for an amount not to exceed \$214,908, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- O. Discussion and consideration to purchase a new 2023 GMC 1500 Sierra from Buyboard 601-19 vendor Gunn Buick-GMC, LTD for an amount not to exceed \$52,322.25, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- P. Discussion and consideration to purchase a new Kubota MX5400HSTC utility cab tractor from Buyboard vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$46,497.15, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- Q. Discussion and consideration to accept the Jurisdictional and Interagency support Memorandum of Understanding with South Texas College Police Department (STC PD) and Weslaco Police Department (WPD) and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.) Attachment.
- R. Discussion and consideration to accept the Addendum to Fugitive Task Force Memorandum of Understanding (MOU), regarding Body-Worn Camera use by Task Force Officers and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

- (a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:
 - (1) commits an offense; and
 - (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by Section §551.071 of the Texas Government Code.
- D. Legal Consultation - Discussion regarding potential litigation regarding the construction of a driveway in adjoining commercial developments as authorized by Section §551.071 of the Texas Government Code.
- E. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 6th day of October 2023 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

Removed from Bulletin Board

Date:

Initials:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6959	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted by staff.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor David McCann of First Presbyterian Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-7019	
From:			
Subject: Presentation by Weslaco ISD.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Presenation only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6964	
From:			
Subject: Approval of the Minutes of the Regular Meeting on September 19, 2023 (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action at the regular meeting on September 19, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted by staff subject to any comments from the governing body.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 230919 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
SEPTEMBER 19, 2023**

On Tuesday, September 19, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	JP Rodriguez
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Greg Kerr
	Commissioner	Adrian Farias

ABSENT: None

STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez Jr.	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, MariCarmen Garcia, Asst. Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Albert Aldana, City Engineer, Director, Rosa Badillo, Court Coordinator, and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, September 15, 2023.

B. Invocation.

Pastor Raja Masilamony, Seventh Day Adventists Church led the invocation.

C. Pledge of Allegiance.

Mayor led the "Pledge of Allegiance and Texas Flag."

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting perfect attendance and a quorum present.

E. Mayoral Recognition.

None.

II. PUBLIC COMMENTS

Sandra Reyna, 217 S. Pat Cannon, voiced concerns that the city was not doing enough to control the pet population; appreciated the efforts in adopting out but more needed to be done in providing spay/neutering services because she was advised that the adopter is given an appointment and if missed the animal is returned to animal services and suggested the spay/neutering be done before adoption happens and offer clinics for the spay/neutering like they do for vaccines.

Joel Rivera, Police Chief, invited the commission and the public to the 40th National Night Out to be held at City Hall on Saturday, September 30th 6:30-9:30pm.

III. REPORTS

A. Inframark

George Quilantan, Inframark, presented the water flow comparison for the month of August 2023 the Water Treatment Plant was 7.3mgd; North Wastewater Treatment Plant was 2.4mgd and South Wastewater Treatment Plant was 1.7mgd; noted sludge removal is being done at all three plants and how it is being done; preventative maintenance work orders for all facilities to include lift stations was 406 opened and closed 383; lift station pumps and float cleaning continues for various lift stations; presented the lift station call out log for July that are done staff respond to after 5pm.

B. Police Department report on the Anti-vaping Campaign.

Joel Rivera went over the purpose of The First Offender Program and stated it has a 91% success rate; stated as a result of this program, the city would implement “Empowered Choices” a drug prevention program that is a partnership between Weslaco PD and Weslaco ISD to find a solution to reduce the use of vaping (e-cigarettes) and highlighted the program would educate, show self-discipline, advise on healthier choices and how to manage peer pressure/stress.

C. Animal Care Services.

No report presented.

IV. PUBLIC HEARING

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to open the public hearing at 5:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Crystal Benitez to rezone 309 and 313 W 5th St. also being Lot 14-16, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

No comments.

B. To solicit input on behalf of Spoor Engineering Consultants, Inc. to rezone 1611 N Westgate Dr. also being N100.10'-S142.60', 0.414-acre Blk B, Expressway Heights Subdivision,

Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District.

No comments.

C. To solicit input on behalf of Yesenia Ramirez to approve a Conditional Use Permit to operate a Bed and Breakfast Business, at 1401 W 18th St., also being Lot 4, Key West Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

D. To solicit input on behalf of Murphy USA to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 601 N Westgate Dr. also being West Tract E280'-N362'.32'-S457.6' & N55.28'-S95.28'-W74.64'-E280', FT 148 2.42AC GR 2.17Net, Weslaco, Hidalgo County, Texas.

No comments.

E. To solicit input on behalf of Don Birria Tacos Y Mas LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 1400 E Business 83, also being West Tract AN IRR TR W165'-E901.4'-N170.88' FT 641 0.52AC NET, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Pedraza seconded by Commissioner Lopez moved to close the public hearing at 5:56 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

A. Approval of the Minutes of the Regular Meeting on September 5, 2023 and the Special Meeting on September 12, 2023. (Staffed by City Secretary Department.)

B. Approval on second and final reading of the following:

1) Ordinance 2023-39 amending Ordinance 2022-05 the Master Fee Schedule and authorize the Mayor to execute any related documents. (First reading held September 5, 2023; staffed by Finance Department.)

C. Approval of a six-month extension for the Final Plat for Mid Valley Estates— being a 40.00-acre tract of Farm Tract 715, The West Tract Subdivision, Weslaco, Hidalgo County, Texas is located on the Southwest corner of Mile 6 North and Mile 6 ½ West and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

D. Approval of a six-month extension for the Final Plat for South Point Subdivision—being a resubdivision of 12.889 acres being all of lot 2 VBMH Subdivision, and out of Farm Tract 133, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located between N Westgate Dr. and Border Ave. East Expressway 83 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval of a request from the Valley Nature Center to close Gibson Park to the public on November 11, 2023 for the Brew in the Woods annual fundraiser and allow to serve alcohol during the event and authorize City Manager to execute any related documents. (Requested by Valley Nature Center.)

F. Approval of an agreement with Texas Workforce Solutions and the Mayor Sanchez Public Library for placement of program participants at the Library and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

G. Approval to accept donated funds and gifts from local vendors and/or the public for library programming within Fiscal Year 2023 – 2024 and authorize the Mayor to execute any related documents. (Staffed by Library Department.)

H. Approval on request from the Children's Advocacy Center of Hidalgo and Starr County to renew their lease of the first-floor office suite located at 111 E. 5th Street and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

I. Approval of the Interlocal Agreement between the City of Weslaco and Weslaco ISD for a joint election for the sharing of polling places on the General Election of November 7, 2023 and authorize the Mayor to execute any related documents. (Staffed by City Secretary Department.)

J. Approval of the Memorandum of Understanding ("MOU") between Weslaco Police Department and South Texas College for Continuing Education Units ("CEU") to participants in Law Enforcement related trainings and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record is the caption of the ordinance.

ORDINANCE 2023-39

AN ORDINANCE AMENDING ORDINANCE 2022-05, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of September 2023.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, CITY ATTORNEY

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-54 appointing a member to the Board of Adjustments and Appeals to the Zoning-Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to discuss.

Norma A. Cantu, City Secretary, stated the nominee from Commissioner Kerr was to re-appoint Gilbert Zuniga who expressed interest for re-appointment to the Board of Adjustments and Appeals to the Zoning-Ordinance.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Resolution 2023-54 appointing Gilbert Zuniga to the Board of Adjustments and Appeals to the Zoning-Ordinance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. OLD BUSINESS

A. Discussion and consideration to use 3SixtyIntegrated, the most advantageous quote, for the purchase and installation of hardware/software to be used for the interview/interrogation rooms in the new police department for an amount of \$15,026.92 and an annual recurring cost of under \$350.00 and authorize the Mayor to execute any related documents. Possible action. (There was no action September 5, 2023; staffed by Police Department.)

Joel Rivera stated the existing equipment for recordings in the interview/interrogation room was old, not adequate and would be costly to upgrade for the new police department. Staff recommended approval to purchase from 3SixtyIntegrated the hardware/software needed that included installation.

Commissioner Farias seconded by Commissioner Mayor Pro Tem Rodriguez moved to approve 3SixtyIntegrated for the purchase and installation of hardware/software to be used for the interview/interrogation rooms in the new police department for an amount of \$15,026.92 and an annual recurring cost of under \$350.00, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. NEW BUSINESS

A. Discussion and consideration to approve Ordinance 2023-42, adopting the City of Weslaco's budget appropriations for Fiscal Year 2023-2024 commencing October 1, 2023 and ending September 30, 2024 and authorize the Mayor to execute any related documents. ROLL

CALL VOTE REQUIRED. First and final reading of Ordinance 2023-42. Possible action. (staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the budget presented had a decrease of one cent to the property tax rate component of maintenance and operations; no material changes to revenues or services and recommended approval with roll call vote required.

Commissioner Farias seconded by Commissioner Pedraza moved to approve Ordinance 2023-42, adopting the City of Weslaco's budget appropriations for Fiscal Year 2023-2024 commencing October 1, 2023 and ending September 30, 2024 as presented. By roll call vote the motion carried; unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on Ordinance 2023-43 adopting and levying the ad valorem tax rate for Fiscal Year 2023-2024 and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First and final reading of Ordinance 2023-43. Possible action. (Staffed by Finance Department.)

Commissioner Pedraza seconded by Commissioner Kerr moved to approve.

Rosie Cavazos stated the proposed ordinance was for the tax rate adoption; the tax rate represents two components which is maintenance and operations at \$0.4356 per \$100 valuation and debt service rate of \$0.2511 per \$100 valuation for a proposed tax rate of \$0.6867 that is one cent decrease from fiscal year 2023 tax rate of \$0.6967. Staff recommended approval and required separately by roll call vote.

Mayor Suarez called the question on the adoption of tax rate for Maintenance and Operation rate of \$0.4356 per \$100 valuation. By roll call vote the motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez called the question on the adoption of a tax rate for Debt Service rate of \$0.2511 per \$100 valuation. By roll call vote the motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez called the question on the adoption of a tax rate of \$0.6867 per \$100 valuation by said adoption of a tax rate effectively is a 11.9 % increase in the tax rate. By roll call vote the motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration of an extension to the current Depository Services Contract and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos stated PNC Bank submitted a letter of extension to their current Depository Services Contract with the City until all best and final offers are evaluated and allow time for the possible transition. Staff recommended approval to approve an extension PNC not to exceed 6-months.

In response to Mayor Pro Tem Rodriguez and Mayor Suarez the extension is not to exceed 6-months and the transition period could be less; extension needed because the contract will expire September 30, 2023. Martin Garza, City Manager, noted a 90-day period is needed to ensure clearing of checks issued to any vendor.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve an extension to the current Depository Services Contract not to exceed 6-months as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Crystal Benitez on Ordinance 2023-44 to rezone 309 and 313 W 5th St. also being Lot 14-16, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-44. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated twenty-three property owners were notified and no objection received; proposed use is duplex use, and the location abuts commercial use with existing apartments in the area. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2023-44 to rezone 309 and 313 W 5th Street as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration after public hearing on behalf of Spoor Engineering Consultants Inc. on Ordinance 2023-45 to rezone 1611 N Westgate Dr. also being N100.10'-S142.60', 0.414-acre Blk B, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-45. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-three property owners were notified and no objection received; proposed use is business use and the location abuts commercial use. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use and comprehensive use plan.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve Ordinance 2023-45 to rezone 1611 N Westgate Dr. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration after public hearing on behalf of Yesenia Ramirez to approve a Conditional Use Permit to operate a Bed and Breakfast Business, at 1401 W 18th St., also being Lot 4, Key West Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twelve property owners were notified and no objection received; the conditional use permit would require annual approval by the commission and facility inspection because of the proposed use (bed and breakfast). The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve a Conditional Use Permit to operate a Bed and Breakfast Business, at 1401 W 18th Street as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration after public hearing on behalf of Murphy USA to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 601 N Westgate Dr. also being West Tract E280'-N362'.32'-S457.6' & N55.28'-S95.28'-W74.64'-E280', FT 148 2.42AC GR 2.17Net, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated eight property owners were notified and no objection received; Murphy USA is buying a property that has an existing hotel and looking at constructing a small convenience store. The Planning and Zoning Commission and staff recommended approval.

Commissioner Farias seconded by Commissioner Pedraza moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 601 N Westgate Drive as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration after public hearing on behalf of Don Birria Tacos Y Mas LLC to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 1400 E Business 83, also being West Tract AN IRR TR W165'-E901,4'-N170.88' FT 641 0.52AC NET, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twelve property owners were notified and no objection received; location is an existing restaurant that is primarily a food sales restaurant. The Planning and Zoning Commission and staff recommended approval.

Commissioner Farias seconded by Commissioner Lopez moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 1400 E Business 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve Ordinance 2023-46 for the Voluntary Annexation of Monte Cielo Subdivision– being a 46.41-acre tract of land out of Farm Tract 214, West Tract Subdivision, Hidalgo County, Texas located approximately 1,700 ft South of Mile 10N on the east side of Mile 6 ½ West Road and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-46. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed development is currently outside city limits; serviced with water by North Alamo Water Supply and sewer by the city; development is contiguous to the existing city limits line and the final plat was previously approved by the city. The Planning and Zoning Commission and staff recommended approval.

In response to Commission Farias, Rebekah stated the existing roadway would not be maintained by the city as the action is to annex property that is contiguous to existing city limits.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2023-46 for the Voluntary Annexation of Monte Cielo Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to reschedule or cancel the regular meeting of October 3, 2023. Possible action. (Staffed by City Manager.)

Commissioner Pedraza seconded by Commissioner Lopez moved to discuss.

Martin Garza, City Manager, stated there is a conflict with the TML conference whereby commission members are attending and recommended to re-schedule the October 3, 2023.

After a brief discussion on dates, Mayor Suarez recommended to cancel and should a special meeting be necessary for urgent matters to schedule.

Commissioner Farias seconded by Commissioner Pedraza moved to cancel the regular meeting of October 3, 2023 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to award contract RFB #2022-23-25 Pavement Marking Improvements to Pavement Markings, Inc out of Donna, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana, City Engineer, stated two bids were received and evaluated. Staff recommended Pavement Markings Inc. be awarded as in the amount of \$44,383.00 that was the lowest bid.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve and award Pavement Markings, Inc as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration of proposed change order #4 to contract with Castle Construction for the Fire and Police Stations Offsite Improvements project to extend contract time by 292 days changing date of substantial completion and remove the pavement markings line item in the amount of \$33,539.23 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana stated the proposed change order addressed two items; provided additional days for weather days as well as the changing of contractor for a total credit day of 292 and removes the pavement markings line-item task from the contract that would be done separately by a specialty contractor.

In response to Mayor Suarez, although Castle Construction contract is no longer an active contract, at the request of the bonding company it was preferred any documents related to the project remain under Castle Construction. The City Attorney stated everything was in order and in accordance with terms of the bonding company.

Commissioner Farias seconded by Commissioner Lopez moved to approve change order #4 to contract with Castle Construction for the Fire and Police Stations Offsite Improvements project to extend contract time by 292 days remove the pavement markings line item in the amount of \$33,539.23 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration of the Digital Office Systems proposal as prepared for the City of Weslaco's Police Department to update the lease of digital copiers and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Commissioner Farias abstained from vote.

Joel Rivera stated additional copiers were needed to efficiently perform operations in the new bigger police building; currently four copiers are under lease and requested two more copiers be added to the current lease; monies are budget and recommended approval and is a buyboard vendor.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Digital Office Systems proposal as prepared for the City of Weslaco's Police Department to update the lease of digital copiers as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

N. Discussion and consideration to award RFQ #2022-23-19 Airport Master Planning Services to KSA for the Weslaco Mid Valley Airport Master Plan update and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Munoz, Asst. City Manager/Airport Director, stated the item will be presented by Patty Hernandez, Airport staff.

Patty Hernandez stated the commission previously approved staff to negotiate with KSA for the Airport Master Plan update; a negotiated agreement was reached for a 36-week proposal in the amount of \$300,000; monies would be from the Airport line item of Professional Services from this year and next fiscal year budget and advised EDC was contributing \$120,000. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Lopez moved to award KSA for the Weslaco Mid Valley Airport Master Plan as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration amending the scope of services with KSA for the Weslaco Airport Master Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Patty Hernandez stated staff wanted to amend the scope of services to the recently approved agreement with KSA to include other issues of airport operations such as rules and regulations, lease agreements, market rate study, revenue sources and minimum leasing policy. Staff recommended approval to amend the contract with KSA for an amount not to exceed \$65,000 and stated has been reviewed by legal and approved.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve and amend the scope of services with KSA for the Weslaco Airport Master Plan for an amount not to exceed \$65,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration of awarding a contract to KSA for the architectural and engineering design services for the new hangars at the Weslaco Mid Valley Airport and authorize the Mayor to execute any related. Possible action. (Staffed by Airport Department.)

Patty Hernandez stated previous commission action authorized solicitations for architectural and engineering design services for the new hangars and monies would be from a recent grant award of \$5 million; four respondents received and evaluated. Staff recommended approval to award the highest ranked and most beneficial to KSA.

Commissioner Farias questioned if proposals submitted were three or four. Andrew Munoz clarified it was three respondents received not four as stated.

Commissioner Pedraza seconded by Commissioner Lopez moved to award contract to KSA for the architectural and engineering design services for the new hangars at the Weslaco Mid Valley Airport as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IX. EXECUTIVE SESSION

At 6:28 p.m. Commissioner Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 9:47 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to renew the contract with the City Manager as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

B. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by Section §551.071 of the Texas Government Code.

No action.

C. Legal Consultation - Discussion regarding potential litigation regarding the construction of a driveway in adjoining commercial developments as authorized by Section §551.071 of the Texas Government Code.

No action.

D. Real property - Consultation with City Attorney on the sale, purchase, exchange, lease or value of real property located on E Mile 5 North legally described WEST TRACT 9.688AC BEING AN IRR TR-E407.92'-W663.22'-N1210.73' EXC N209.42'-E208' FT 828 7.09AC NET Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

No action.

E. Real Property - Consultation with City Attorney on the sale, purchase, exchange, lease or value of real property legally described as Lot 10, Block 2, Canal Heights Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

Commissioner Kerr seconded by Commission Pedraza moved to authorize the City Manager to begin negotiations to acquire real property legally described as Lot 10, Block 2, Canal Heights Subdivision as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

XI. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Pedraza moved to adjourn the meeting of September 19, 2023, at 9:48 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6874	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-44 to rezone 309 and 313 W 5th St. also being Lot 14-16, Block 39, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2023			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on August 23, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of September 6, 2023.			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-309 and 313 w 5th st. - Memo, 309 and 313 w 5th st- Application, Notice & Radius map, O2023-44 rezone 309 and 313 w 5th st			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 309 and 313 W 5th St.

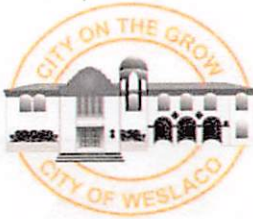
DATE: September 19, 2023

The proposed use of the property will be for a duplex type of use. The owner has not submitted any plans for construction at this time but will need to meet all the departments requirements. There are existing commercial used to the west of this property. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING



The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. RZNE- 000482-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 14, 15, 16 Block 39
Subdivision Name Weslaco Original townsite - SWL (SW 230000)
Street Address 309 W 5th St and 313 W 5th St. Weslaco
Existing Zoning RS & CO Existing Land Use Residential & CO
Proposed Zoning multi - Residential Proposed Land Use Multi - Residential

- ☐ \$305.00 non-refundable filing fee.
☐ Detailed dimensioned site plan/map must be submitted with this request.
☐ Survey and metes and bounds if the legal description is a portion of a lot.
☒ City and school tax receipts attached.
☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Crystal Benitez Phone 956-309-9450
Address 400 S. Bicentennial Blvd Fax: _____
City McAllen State TX Zip Code 78501 E-Mail: crystalbenitez RN@yahoo.com

OWNER

Name Juan Benitez Phone 956-373-5870
Address 400 S. Bicentennial Blvd Fax: _____
City McAllen State TX Zip Code 78501 E-Mail: medaid@flash.net

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature [Signature] Date 7/11/23
Signature Crystal Benitez Date 7/11/23
Signature _____ Date _____
Owner
Applicant
Authorized Agent

STAFF USE ONLY

Accepted By _____

Fee Paid _____

CITY OF WESLACO

956-968-3181

Notice of Public Hearing Set
200' of Proposed Site

***** REPRINT RECEIPT*****

REC#: 03053830 7/11/2023 4:18 PM

OPER: SS TERM: 040

P & Z Notice of Public Hearing

REF#:

PAID BY:

City Commission Notice of Intent

ACCT #: XXXX-XXXX-XXXX-6791

AUTH #: 011399

TRAN #: 000000003032

Presented to P & Z Commission
Approved _____ Disapproved _____

TYPE: PURCHASE

TRAN: 800.0000 ENERGY PAYMENT

INV-00013892 305.00CR

BENITEZ, CRYSTAL

Presented to City Commission
Approved _____ Disapproved _____

CAINVOICEFEE 300.00CR

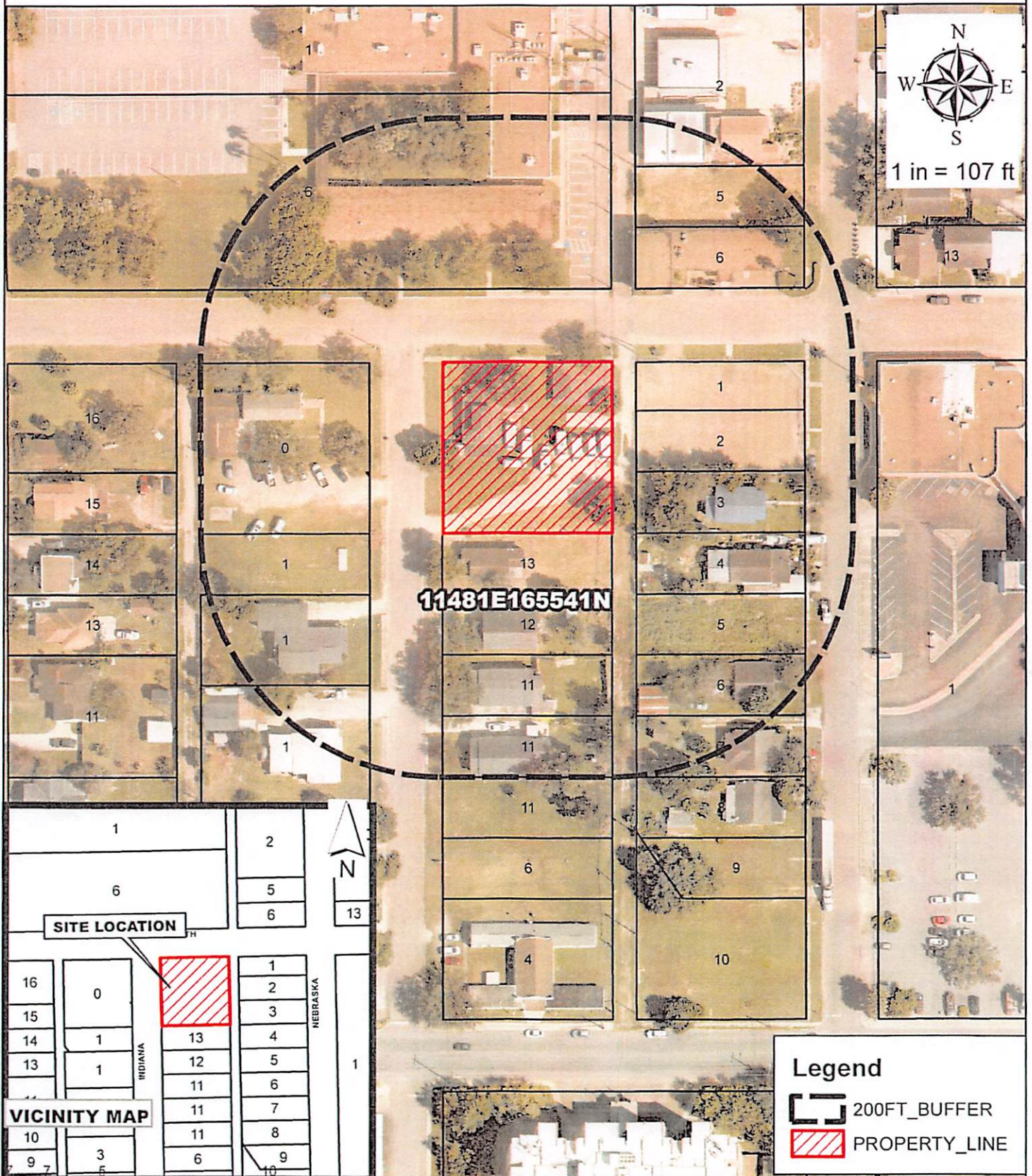
CAINVOICEFEE 5.00CR

Ordinance No. _____

TENDERED: 505.00 CREDIT CARD

APPLIED: 305.00-

CHANGE: 0.00



Crystal Benitez
309 & 313 W. 5TH ST
Weslaco Original Townsite
BLK 39 Lots 14-16

Purpose for the Rezone Request

Existing zoning: R-1
 Existing land use: Vacant Land
 Prop Zone: R-2



City of Weslaco Code Enforcement Dept.

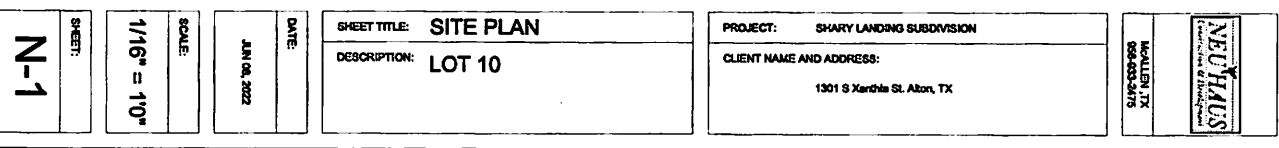
JUL 11, 2023

TRAN PHUC & STANLEY 612 TRES MARIAS ST WESLACO, TX 78596-2165	W2300-00-039-0005-00 WESLACO ORIGINAL TOWNSITE LOT 5 510 S NEBRASKA	L: 24850 B: 0
PEREZ ESTEFANA 512 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0006-00 WESLACO ORIGINAL TOWNSITE LOT 6 512 S NEBRASKA	L: 24850 B: 29804
SAN MIGUEL MIGUEL ANGEL 514 S NEBRASKA WESLACO TX 78596	W2300-00-039-0007-00 WESLACO ORIGINAL TOWNSITE LOT 7 514 S NEBRASKA	L: 24850 B: 30554
LOPEZ MARISOL G 905 WINDCREST DR WESLACO TX 78596	W2300-00-039-0008-00 WESLACO ORIGINAL TOWNSITE LOT 8 516 S NEBRASKA	L: 24850 B: 32835
MID-VALLEY CHURCH OF THE NAZARENE 603 S OHIO AVE WESLACO TX 78596	W2300-00-039-0011-00 WESLACO ORIGINAL TOWNSITE S27.7' OT 7 BLK 39-A CANAL PROPERTY 515 S INDIANA AVE	L: 42000 B: 0
REYNA REYNALDO & NOEMI 513 S IDIANA AVE WESLACO TX 78596	W2300-00-039-0011-01 WESLACO ORIGINAL TOWNSITE & LOT 8 BLK 39-A CANAL PROPERTY 513 S INDIANA AVE	L: 24850 B: 34947
BELCHER TIMOTHY HAL 813 W SUGAR CANE DR WESLACO TX 78599	W2300-00-039-0011-02 WESLACO ORIGINAL TOWNSITE N50' LOT 9 BLK 39-A CANAL PROPERTY 511 INDIANA AVE	L: 24850 B: 35329
DE LEON MARGARITA RAMOS & 509 INDIANA WESLACO TX 78596	W2300-00-039-0012-00 WESLACO ORIGINAL TOWNSITE LOT 12 LK 39-A CANAL PROPERTY 509 INDIANA	L: 24850 B: 35387
MAYS ALICE & JAMES 905 E PIERCE AVE HARLINGEN TX 78550	W2300-00-039-0013-00 WESLACO ORIGINAL TOWNSITE LOT 13 507 S INDIANA AVE	L: 24577 B: 24218
BENITEZ JUAN EDUARDO 400 S BICENTENNIAL BLVD MCALLEN TX 78501	W2300-00-039-0014-00 WESLACO ORIGINAL TOWNSITE LOT 14 & 16 BLK 39 313 W 5TH ST	L: 53605 B: 56132
BENITEZ JUAN EDUARDO 400 S BICENTENNIAL BLVD MCALLEN TX 78501	W2300-00-039-0015-00 WESLACO ORIGINAL TOWNSITE E50' 309 W 5TH ST	L: 19350 B: 39994

City of Weslaco Code Enforcement Dept.

JUL 11, 2023

RAINWATER JACKSON III VICKIE P RAINWATER 406 S NEBRASKA AVE WESLACO TX 78596	W2300-00-036-0002-00 WESLACO ORIGINAL TOWNSITE BLK 36 406 S NEBRASKA	L: 101850 B: 144502
SMARTCOM TELEPHONE LLC 600 ASH AVE MCALLEN TX 78501	W2300-00-036-0005-00 WESLACO ORIGINAL TOWNSITE LOT 5 408 S NEBRASKA	L: 24850 B: 0
GARCIA ROBERTO & VIOLA FAMILY LIMITED PARTNERSHIP PO BOX 1825 SAN BENITO TX 78586	W2300-00-036-0006-00 WESLACO ORIGINAL TOWNSITE BLK 36 300 W 5TH ST	L: 42000 B: 136892
WESLACO ISD PO BOX 266 WESLACO TX 78599	W2300-00-036-0006-01 WESLACO ORIGINAL TOWNSITE LTS 7-12 BLK 37 LTS 1-7 BLK 37-A CENTRAL 0 S OKLAHOMA	L: 851073 B: 1299538
CHURCH OF THE LUTHERAN 1310 S TEXAS BLVD WESLACO TX 78596	W2300-00-038-0000-00 WESLACO ORIGINAL TOWNSITE NE COR K 38 & ALL LTS 1-3 BLK 38-A CANAL 500 S INDIANA AVE	L: 96146 B: 44953
MONTALVO FRANK 2009 W JONQUIL AVE MCALLEN TX 78501	W2300-00-038-0001-00 WESLACO ORIGINAL TOWNSITE N17.7' L LOT 4 BLK 38-A CANAL PROPERTY 506 S INDIANA AVE	L: 24850 B: 0
MARIN IVAN G 420 COYOTE TRAIL WESLACO TX 78596	W2300-00-038-0001-01 WESLACO ORIGINAL TOWNSITE 8 & ALL LOT 5 & N25' LOT 6 BLK 38-A 510 S INDIANA AVE	L: 37275 B: 42929
FOERSTER BRENDA FAY & JAMES H. 512 S INDIANA AVE WESLACO TX 78596	W2300-00-038-0001-02 WESLACO ORIGINAL TOWNSITE S25'-LOT & N25'- LOT 3 BLK 38 & S25'-LOT 6 ALL 514 S INDIANA AVE	L: 49700 B: 61335
GARCIA ROBERTO & VIOLA FAMILY LIMITED PARTNERSHIP PO BOX 1825 SAN BENITO TX 78586	W2300-00-039-0001-00 WESLACO ORIGINAL TOWNSITE LOT 1 0 W 6TH	L: 33600 B: 6422
GARCIA ROBERTO & VIOLA FAMILY LIMITED PARTNERSHIP PO BOX 1825 SAN BENITO TX 78586	W2300-00-039-0002-00 WESLACO ORIGINAL TOWNSITE LOT 2 0 W 6TH ST	L: 24850 B: 5019
PADILLA GEORGE & GUIYERMA A 504 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0003-00 WESLACO ORIGINAL TOWNSITE LOT 3 504 S NEBRASKA AVE	L: 24850 B: 21850
FOX ALMA M 508 S NEBRASKA AVE WESLACO TX 78596	W2300-00-039-0004-00 WESLACO ORIGINAL TOWNSITE LOT 4 508 S NEBRASKA	L: 24850 B: 41897



ORDINANCE NO. 2023-44

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 309 AND 313 W 5TH ST. ALSO BEING LOT 14-16, BLOCK 39, WESLACO ORIGINAL TOWNSITE SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-Family Dwelling District to R-2 Duplex and Apartment District located at 309 and 313 W 5th St. also being Lot 14-16, Block 39, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 10th day of October 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6875	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-45 to rezone 1611 N Westgate Dr. also being N100.10'-S142.60', 0.414 acre Blk B, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to B-2 Secondary Highway Business District. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on August 25, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on August 23, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of September 6, 2023.			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use and comprehensive plan.			
Attachments, if any: Rezone-1611 n westgate- Memo, 1611 n westgate dr-Application, Notice and Radius map, O2023-45 rezone 1611 N Westgate Dr			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Rezone- 1611 N Westgate Dr.

DATE: September 19, 2023

The proposed use of the property will be for business use. The owner has not submitted any plans for construction at this time but will need to meet all the departments requirements. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the surrounding land use and comprehensive plan.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE-000496-2023

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot N. 100.10' of the S. 142.60' 0.414 Ac (0.455 Ac. Deed) Block B

Subdivision Name Expressway Heights

Street Address 1611 N. Westgate Drive Weslaco, Texas 78596

Existing Zoning R1 - One Dwelling District Existing Land Use Vacant

Proposed Zoning B-2 - Secondary & Highway Proposed Land Use Retail / Office

_____ \$305.00 non-refundable filing fee.

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Spoor Engineering Consultants, Inc. Phone 956-683-1000

Address 202 S. 4th Street Fax: _____

City McAllen State Tx Zip Code 78501 E-Mail: sec@spooreng.com

OWNER

Name Javier Pena Phone _____

Address 1502 Mackenzie Drive Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: _____

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature _____ Date _____

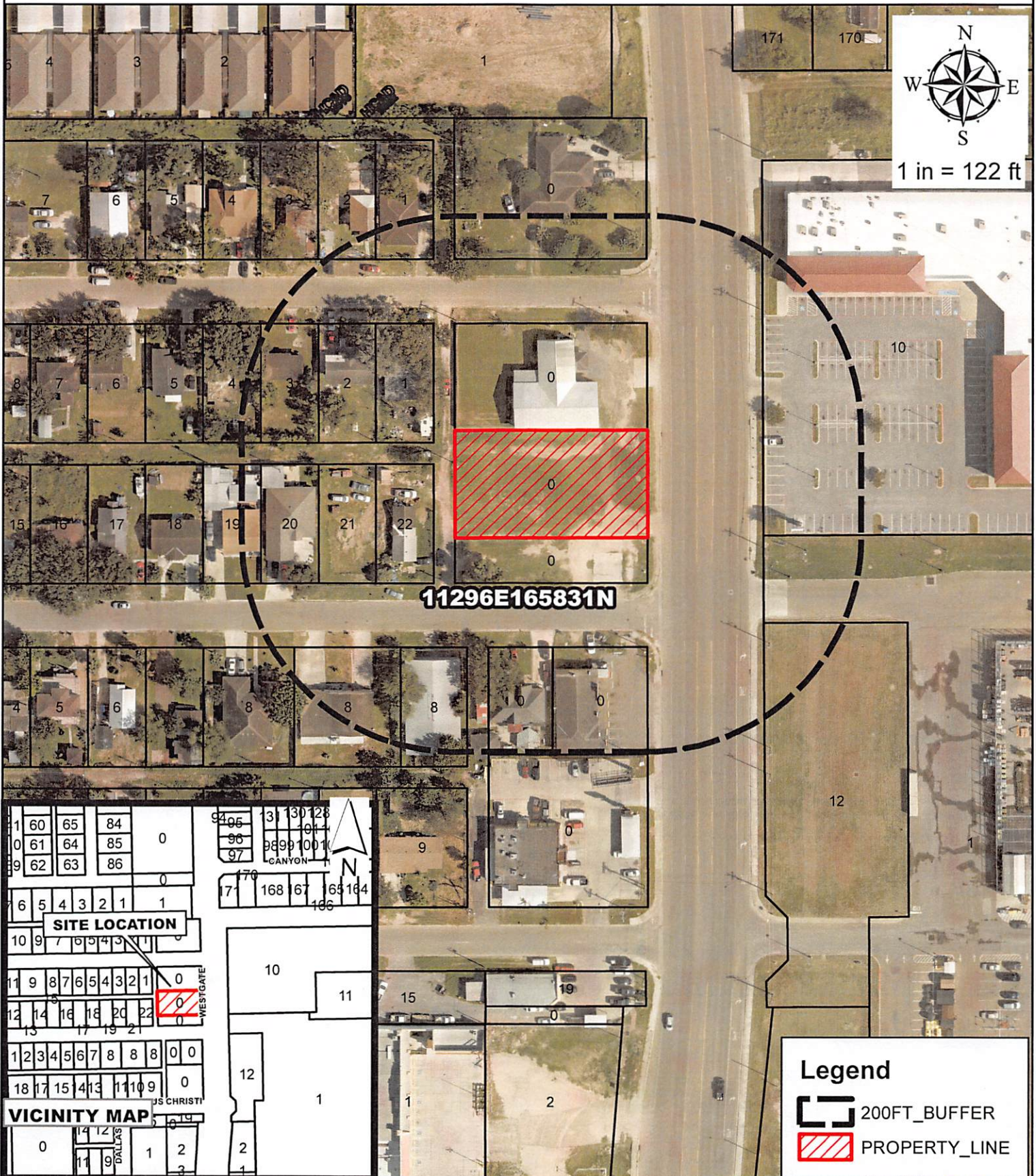
Owner Javier Pena

Signature _____ Date 07/26/23

Applicant Steve Spoor, P.E.

Signature _____ Date _____

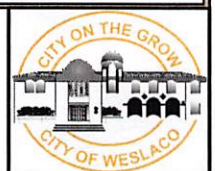
Authorized Agent



**Spoor Engineering
Consultants, Inc.**
1611 N Westgate Dr.
Expressway Heights

Purpose for the Rezone Request

Existing zoning: R-1
Existing land use: RESIDENTIAL
Proposed Zone: B-2

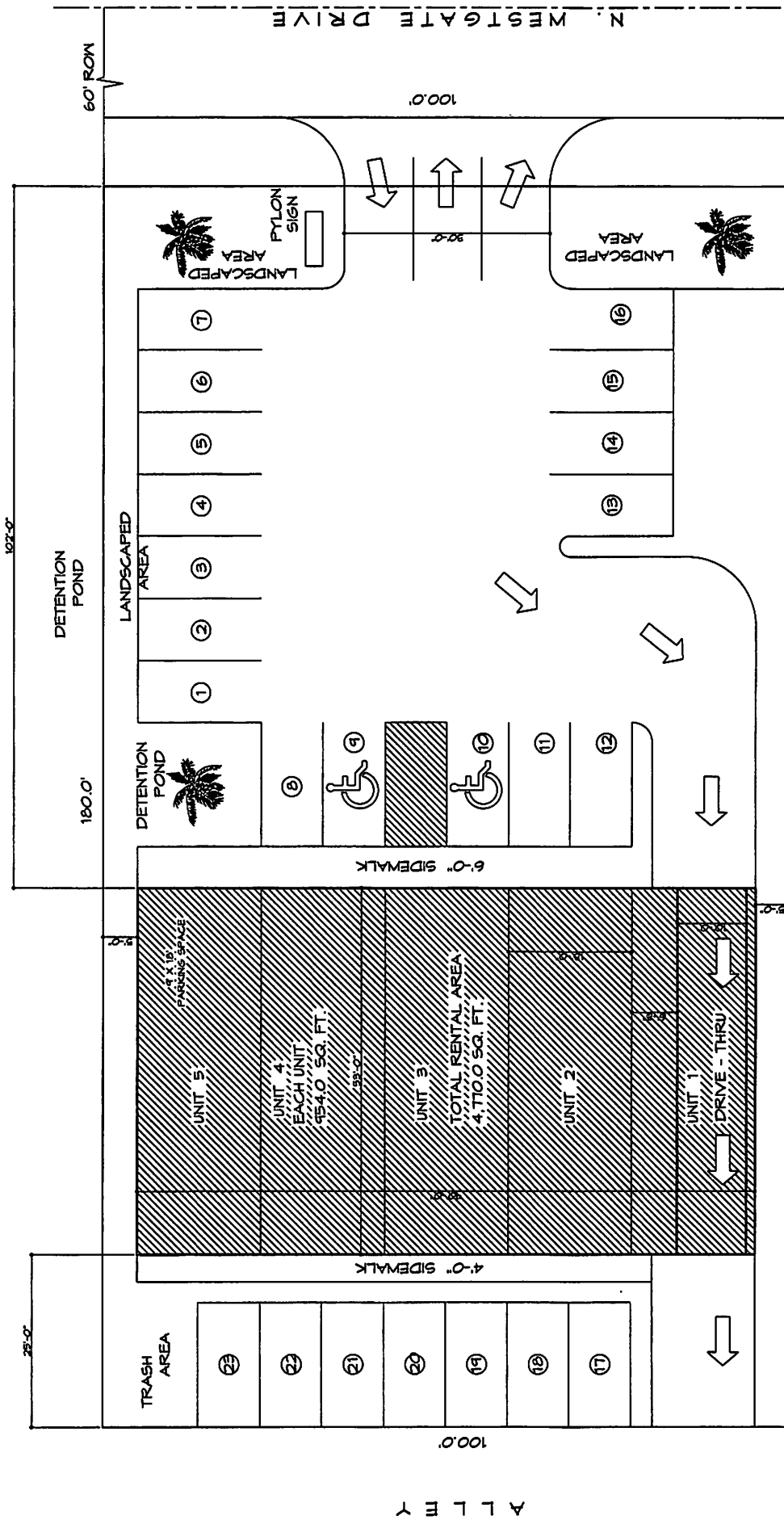


AUG 18, 2023

VILLEGAS AURELIO 1716 W BEAUMONT DR WESLACO TX 78599	E8500-00-001-0001-00 EXPRESSWAY HEIGHTS BLK 1 LOT 1 1716 W BEAUMONT DR	L: 17383 B: 42388
TRUJILLO ADRIANA 1720 WEST BEAUMONT WESLACO TX 78599	E8500-00-001-0002-00 EXPRESSWAY HEIGHTS BLK 1 LOT 2 1720 W BEAUMONT DR	L: 17383 B: 18868
HERRERA JOSE DOLORES 1715 W BEAUMONT DR WESLACO TX 78599	E8500-00-005-0001-00 EXPRESSWAY HEIGHTS BLK 5 LOT 1 1715 W BEAUMONT DR	L: 17430 B: 27188
GARCIA PABLO JR 1719 W BEAUMONT DR WESLACO TX 78599	E8500-00-005-0002-00 EXPRESSWAY HEIGHTS BLK 5 LOT 2 1719 W BEAUMONT DR	L: 17430 B: 32741
YBARRA LORENZO & MARY VALDEZ 2406 MESQUITE DR WESLACO TX 78596	E8500-00-005-0003-00 EXPRESSWAY HEIGHTS BLK 5 LOT 3 1801 W BEAUMONT DR	L: 17430 B: 23222
ORTIZ GUADALUPE GUADALUPE O GARZA 208 AUDREY DR WESLACO TX 78596	E8500-00-005-0004-00 EXPRESSWAY HEIGHTS BLK 5 LOT 4 1805 ABILENE DR	L: 17430 B: 45097
GONZALEZ FRANCISCO M 1806 W ABILENE DR WESLACO TX 78599	E8500-00-005-0019-00 EXPRESSWAY HEIGHTS BLK 5 LOT 19 1806 ABILENE DR	L: 17430 B: 61736
BARBOSA MONICA & SANTOS 1802 W ABILENE DR WESLACO TX 78599	E8500-00-005-0020-00 EXPRESSWAY HEIGHTS BLK 5 LOT 20 1802 ABILENE DR	L: 17430 B: 173189
CHARLIE RAY JAMES INVESTMENTS 2606 N SHARY RD MISSION, TX 78572	E8500-00-005-0021-00 EXPRESSWAY HEIGHTS BLK 5 LOT 21 1720 ABILENE DR	L: 17430 B: 0
MUNIZ LUZ 1716 W ABILENE DR WESLACO TX 78599	E8500-00-005-0022-00 EXPRESSWAY HEIGHTS BLK 5 LOT 22 1716 ABILENE DR	L: 17430 B: 30824
GONZALEZ ELVIDIA G 1701 N WESTGATE DR WESLACO TX 78599	E8500-00-00A-0000-00 EXPRESSWAY HEIGHTS LOT A 1701 N WESTGATE DR	L: 70504 B: 114602
PENA JAVIER 1502 MACKENZIE DR WESLACO, TX 78599-9754	E8500-00-00B-0000-00 EXPRESSWAY HEIGHTS N100.10'-S142.60' 0 MILE 6 WEST	L: 107957 B: 0

AUG 18, 2023

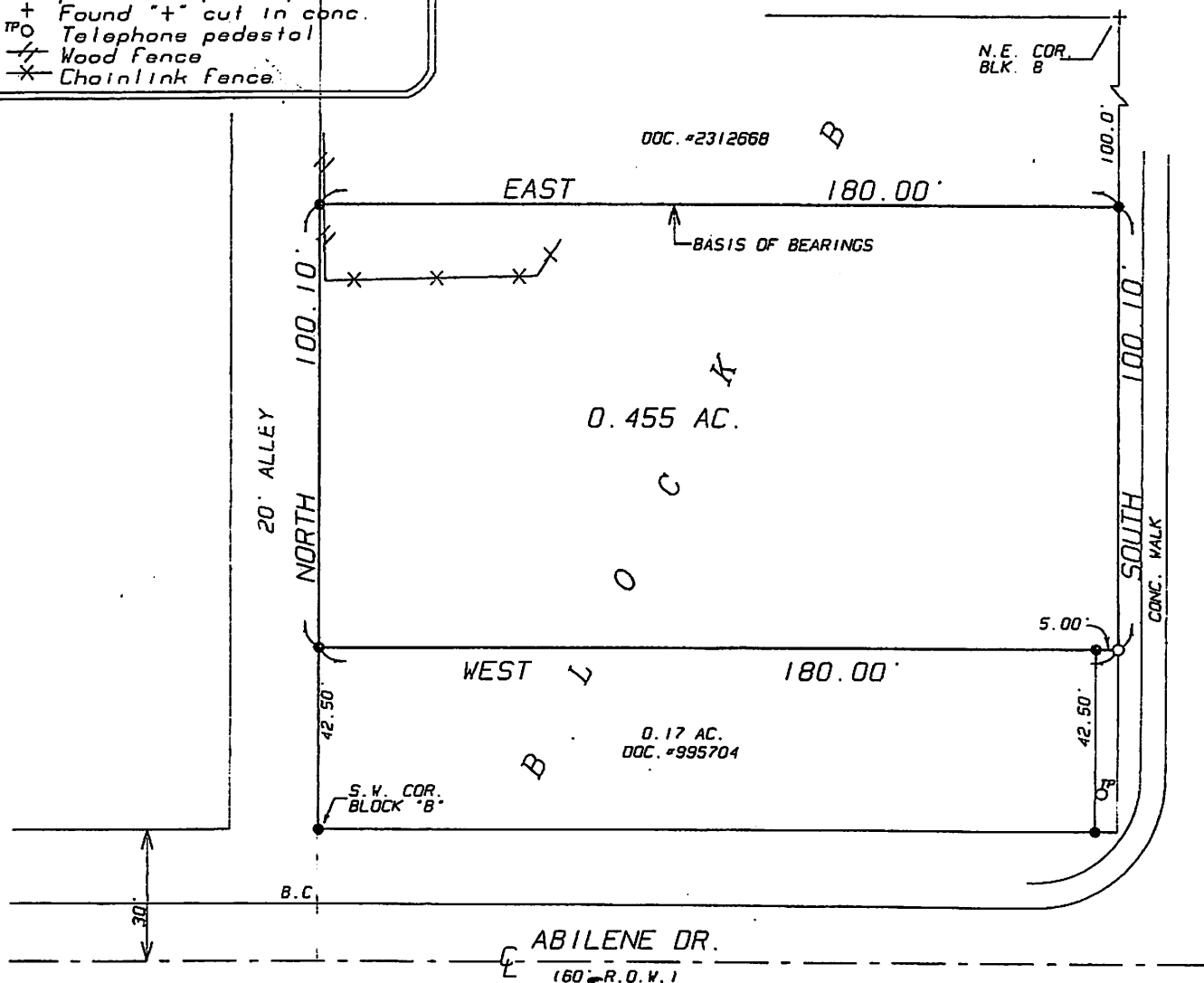
IGLESIA DEL DIOS VIVO PO BOX 1844 WESLACO TX 78599	E8500-00-00B-0000-01 EXPRESSWAY HEIGHTS N100' BLK B 1009 N WESTGATE DR	L: 232180 B: 43086
GOMEZ JOSE L & GLORIA T 5602 SABLE DR WESLACO TX 78599	E8500-00-00B-0000-02 EXPRESSWAY HEIGHTS S0.17AC BLK B 0 MILE 6 W	L: 96265 B: 0
BATAQUES LTD 5804 LA QUINTA LN WESLACO TX 78599	E8500-00-00C-0000-00 EXPRESSWAY HEIGHTS UT NO. 3 BLK C 2200 CORPUS CHRISTI DR	L: 278070 B: 159226
CASTILLO JUAN & SYLVIA 525 WEBB ST MERCEDES TX 78570	E8500-00-00C-0000-01 EXPRESSWAY HEIGHTS UT NO. 3 NE LK C 1507 N WESTGATE DR	L: 116935 B: 69522
MARES PABLO 1618 TOWER ST. WESLACO, TX 78599-5992	E8500-00-00C-0000-02 EXPRESSWAY HEIGHTS UT NO. 3 BLK C 1707 W ABILENE DR	L: 17400 B: 87840
HD DEVELOPMENT PROPERTIES LP PO BOX 105842 ATLANTA GA 30348	H4225-00-000-0001-00 HOME DEPOT - WESLACO LOT 1 1500 W EXPRWY 83	L: 3739190 B: 3454518
WESTGATE RETAIL LLC 7616 CR 2144 TAFT TX 78390	H4225-00-000-0010-00 HOME DEPOT - WESLACO LOT 10 0 N WESTGATE	L: 2519946 B: 1728997
R & L LOZANO LEASING LTD 208 N CAGE BLVD PHARR TX 78577	H4225-00-000-0012-00 HOME DEPOT - WESLACO LOT 12 0 N WESTGATE DR	L: 380328 B: 2016
FLORES RICHARD A 1807 W ABILENE DR WESLACO TX 78599	E8500-03-006-0008-00 EXPRESSWAY HEIGHTS UT NO. 3 LOT 8	L: 27113 B: 192708
TORRES ALVARO & LYDIA 3124 S AMANDA ST WESLACO TX 78596	E8500-03-006-0008-01 EXPRESSWAY HEIGHTS UT NO. 3 LOT 8	L: 38955 B: 73767
RODRIGUEZ MEDARDO JR 2907 YANEZ ST DONNA, TX 78537-3814	E8500-03-006-0008-02 EXPRESSWAY HEIGHTS UNIT 3 E62' LOT 1715 ABILENE DR	L: 20012 B: 30848



S I T E P L A N LEGAL DESCRIPTION NORTH WESTGATE DRIVE MESA LAGO TEXAS

NOTE:
 LOT SIZE 100' X 180' = 18,000.0 SQ. FT.
 LANDSCAPE REQ'D 1,800 SQ. FT. REQ'D
 RENTAL AREA 90' X 53' = 4,770.0 SQ. FT.
 PARKING REQ'D RENTAL AREA 4,110.0 SQ. FT. DIVIDED BY 300.0 SQ. FT. = 16 SPACES
 PARKING PROVIDED - 28 SPACES

- Found 1/2" iron rod with plastic cap stamped "R&A"
- Set 1/2" iron rod with plastic cap stamped "R&A"
- + Found "+" cut in conc.
- Telephone pedestal
- ~~✓~~ Wood fence
- ~~×~~ Chainlink fence



SURVEY PLAT OF
0.455 OF ONE ACRE OF LAND OUT OF
BLOCK "B"
EXPRESSWAY HEIGHTS SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 14, PAGE 24, H.C.M.R.

I REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY. THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN OF FIRM COMMUNITY PANEL NO.480334) 0450 C. REVISED TO REFLECT LOMR DATED MAY 30, 2002.

PREPARED FOR: JAVIER PENA

RA ROBLES AND
ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O BOX 476
107 W. HUISACHE ST.
WESLACO. TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

SURVEYED: 10-30-2019

DRAWN BY: PG/11-05-2019

SCALE: 1" = 40'

JOB No. 18554-2

TITLE
COMMITMENT No.

REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
EMBOSSSED SEAL OF SURVEYOR OF RECORD.

REYNALDO ROBLES RPLS #4032

ORDINANCE NO. 2023-45

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1611 N WESTGATE DR. ALSO BEING N100.10'-S142.60', 0.414 ACRE BLK B, EXPRESSWAY HEIGHTS SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to B-2 secondary and highway business district located at 1611 N Westgate Dr. also being N100.10'-S142.60', 0.414-acre Blk B, Expressway Heights Subdivision, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 10th day of October 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6881	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-46 for the Voluntary Annexation of Monte Cielo Subdivision– being a 46.41-acre tract of land out of Farm Tract 214, West Tract Subdivision, Hidalgo County, Texas located approximately 1,700 ft South of Mile 10N on the east side of Mile 6 ½ West Road and authorize the Mayor to execute any related documents. (First reading held September 19, 2023; staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by North Alamo Water Supply through a 6" waterline and by the City of Weslaco. The property is within a Flood Zone "X". Property in contiguous to city limit lines.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the annexation at their regular meeting of September 6, 2023.			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the annexation request.			
Attachments, if any: Monte cielo - Memo, application, metes and bounds, Monte Cielo- MetesBounds, monte cielo subd.-plat, O2023-46 Annexation Monte Cielo			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

FROM: Rebekah de la Fuente, Planning & Code Enforcement Director

RE: Monte Cielo Subdivision – Voluntary Annexation

DATE: September 19, 2023

The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by North Alamo Water Supply through a 6" waterline and sewer by the City of Weslaco. The property is within a Flood Zone "X". The development is contiguous to the existing city limits line.

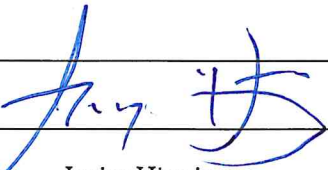
Thank you,

Rebekah de la Fuente, CFM

Owner Printed Name: RD Monte Cielo, LLC By: Jason E. Garza

Owner Signature:  Date: 7-31-23

Javier Hinojosa, P.E. is the authorized agent

Authorized Agent Signature:  Date: 7-31-23

Authorized Agent Printed Name: Javier Hinojosa

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

Revised: February 7, 2023
METES AND BOUNDS DESCRIPTION
46.41 ACRES OUT OF FARM TRACT 214,
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS



LLC

Job No. 230103
46.41 acres of land
Sheet No.: 1 of 3

A tract of land containing 46.41 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of **FARM TRACT 214, WEST TRACT SUBDIVISION** out of **LLANO GRANDE GRANT**, Hidalgo County, Texas, map reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, and being part or portion of that tract of land deeded to **JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.**, recorded in Document Number 1139242, Deed Records, Hidalgo County, Texas, said 46.41 acres being more particularly described as follows;

COMMENCING, for reference at the Northwest corner of said Farm Tract 214, within Mile 6 1/2 West Road, and the northwest corner of Avanti at Sienna Palms Legacy Subdivision, map reference: Document Number 3028974, Map Records, Hidalgo County, Texas, **THENCE** S 01° 13' 00" E, along the West line of said Farm Tract 214, within said Mile 6 1/2 Road a distance of 400.00 feet, to a Nail set, on the southwest corner of said Avanti Subdivision, for the **POINT OF BEGINNING** and the Northwest corner of this tract;

THENCE N 88° 57' 47" E, along the south line of said Avanti Subdivision, at a distance of 15.00 feet, pass the east right-of-way line of said Mile 6 1/2 Road, at a distance of 40.00 feet, pass a 1/2" iron rod with a plastic cap stamped "M & H" found, on the southwest corner of Lot 1, of said Avanti Subdivision, continuing a total distance of 707.78 feet, to a concrete monument with an aluminum cap found, on the southeast corner of said Avanti Subdivision, for a corner hereof;

THENCE N 01° 12' 25" W, along the east line of said Avanti Subdivision, a distance of 400.00 feet, to a 1/2" iron rod with a plastic cap stamped "M & H" found, on the northeast corner of said Avanti Subdivision, the north line of said Farm Tract 214, for an outside corner hereof;

THENCE N 88° 57' 47" E, along the north line of said Farm Tract 214, a distance of 1062.16 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the west right-of-way line of a tract of land deeded to Hidalgo and Cameron Counties Water Control and Improvement District No. 9, recorded in Volume 314 Page 62, Deed Records, Hidalgo County, Texas, for the Northeast corner hereof;

THENCE S 01° 13' 00" E, along the west right-of-way line of said Water District No. 9 tract, a distance of 457.45 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE S 14° 21' 00" W, along the west right-of-way line of said Water District No. 9 tract, a distance of 82.00 feet, for a corner hereof;

THENCE S 00° 24' 09" W, along the west right-of-way line of said Water District No. 9 tract, a distance of 778.32 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the south line of said Farm Tract 214, the north line of Quail Hollow North Subdivision, map reference: Volume 49 Pages 99 thru 101, Map Records, Hidalgo County, Texas, for the Southeast corner hereof;

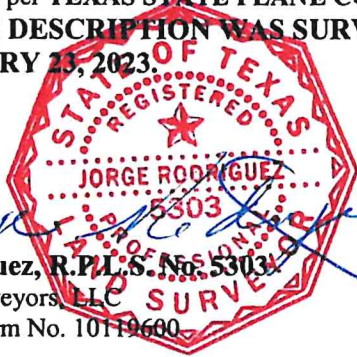
THENCE S 88° 47' 55" W, along the south line of said Farm Tract 214, the north line of said Quail Hollow North Subdivision, at a distance of 560.00 feet pass the common corner of said Quail Hollow Subdivision, and Barbosa-Lopez Subdivision, map reference: Volume 21 Page 165, Map Records, Hidalgo County, Texas, at a distance of 1711.00 feet, pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, at the east right-of-way line of said Mile 6 1/2 Road, continuing a total distance of 1726.00 feet, to a Nail set, on the west line of said Farm Tract 214, for the Southwest corner hereof;

Job No. 230103
46.41 acres of land
Sheet No.: 2 of 3

THENCE N 01° 13' 00" W, along the west line of said Farm Tract 214, within said Mile 6 ½ Road, a distance of 919.54 feet, to the **POINT OF BEGINNIG**, containing 46.41 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION
ON FEBRUARY 23, 2023.


Jorge Rodriguez, R.P.L.S. No. 5303
CVQ Land Surveyors, LLC
T.B.P.E.L.S. Firm No. 10119600



METES AND BOUNDS DESCRIPTION

A tract of land containing 46.41 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of **FARM TRACT 214, WEST TRACT SUBDIVISION** out of **LLANO GRANDE GRANT**, Hidalgo County, Texas, map reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, and being part or portion of that tract of land deeded to JIMMY CLOSNER & SONS CONSTRUCTION CO., INC., recorded in Document Number 1139242, Deed Records, Hidalgo County, Texas, said 46.41 acres being more particularly described as follows;

COMMENCING, for reference at the Northwest corner of said Farm Tract 214, within Mile 6 1/2 West Road, and the northwest corner of Avanti at Sienna Palms Legacy Subdivision, map reference: Document Number 3028974, Map Records, Hidalgo County, Texas, **THENCE** S 01° 13' 00" E, along the West line of said Farm Tract 214, within said Mile 6 1/2 Road a distance of 400.00 feet, to a Nail set, on the southwest corner of said Avanti Subdivision, for the **POINT OF BEGINNING** and the Northwest corner of this tract;

THENCE N 88° 57' 47" E, along the south line of said Avanti Subdivision, at a distance of 15.00 feet, pass the east right-of-way line of said Mile 6 1/2 Road, at a distance of 40.00 feet, pass a 1/2" iron rod with a plastic cap stamped "M & H" found, on the southwest corner of Lot 1, of said Avanti Subdivision, continuing a total distance of 707.78 feet, to a concrete monument with an aluminum cap found, on the southeast corner of said Avanti Subdivision, for a corner hereof;

THENCE N 01° 12' 25" W, along the east line of said Avanti Subdivision, a distance of 400.00 feet, to a 1/2" iron rod with a plastic cap stamped "M & H" found, on the northeast corner of said Avanti Subdivision, the north line of said Farm Tract 214, for an outside corner hereof;

THENCE N 88° 57' 47" E, along the north line of said Farm Tract 214, a distance of 1062.16 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the west right-of-way line of a tract of land deeded to Hidalgo and Cameron Counties Water Control and Improvement District No. 9, recorded in Volume 314 Page 62, Deed Records, Hidalgo County, Texas, for the Northeast corner hereof;

THENCE S 01° 13' 00" E, along the west right-of-way line of said Water District No. 9 tract, a distance of 457.45 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE S 14° 21' 00" W, along the west right-of-way line of said Water District No. 9 tract, a distance of 82.00 feet, for a corner hereof;

THENCE S 00° 24' 09" W, along the west right-of-way line of said Water District No. 9 tract, a distance of 778.32 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the south line of said Farm Tract 214, the north line of Quail Hollow North Subdivision, map reference: Volume 49 Pages 99 thru 101, Map Records, Hidalgo County, Texas, for the Southeast corner hereof;

THENCE S 88° 47' 55" W, along the south line of said Farm Tract 214, the north line of said Quail Hollow North Subdivision, at a distance of 560.00 feet pass the common corner of said Quail Hollow Subdivision, and Barbosa-Lopez Subdivision, map reference: Volume 21 Page 165, Map Records, Hidalgo County, Texas, at a distance of 1711.00 feet, pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, at the east right-of-way line of said Mile 6 1/2 Road, continuing a total distance of 1726.00 feet, to a Nail set, on the west line of said Farm Tract 214, for the Southwest corner hereof;

THENCE N 01° 13' 00" W, along the west line of said Farm Tract 214, within said Mile 6 1/2 Road, a distance of 919.54 feet, to the **POINT OF BEGINNING**, containing 46.41 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**



SHEET: 3 OF 3

ORDINANCE NO. 2023-46

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 46.41 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Weslaco, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 46.41 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

A tract of land containing 46.41 acres of land, more or less situated in Hidalgo County, Texas, being part or portion of FARM TRACT 214, WEST TRACT SUBDIVISION out of LLANO GRANDE GRANT, Hidalgo County, Texas, map reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, and being part or portion of that tract of land deeded to JIMMY CLOSNER & SONS CONSTRUCTION CO., INC., recorded in Document Number 1139242, Deed Records, Hidalgo County, Texas, said 46.41 acres being more particularly described as follows;

COMMENCING, for reference at the Northwest corner of said Farm Tract 214, within Mile 6 1/2 West Road, and the northwest corner of Avanti at Sienna Palms Legacy Subdivision, map reference: Document Number 3028974, Map Records, Hidalgo County, Texas, THENCE S 01° 13' 00" E, along the West line of said Farm Tract 214, within said Mile 6 1/2 Road a distance of

400.00 feet, to a Nail set, on the southwest corner of said Avanti Subdivision, for the POINT OF BEGINNING and the Northwest corner of this tract;

THENCE N 88° 57' 47" E, along the south line of said Avanti Subdivision, at a distance of 15.00 feet, pass the east right-of-way line of said Mile 6 ½ Road, at a distance of 40.00 feet, pass a ½" iron rod with a plastic cap stamped "M & H" found, on the southwest corner of Lot 1, of said Avanti Subdivision, continuing a total distance of 707.78 feet, to a concrete monument with an aluminum cap found, on the southeast corner of said Avanti Subdivision, for a corner hereof;

THENCE N 01° 12' 25" W, along the east line of said Avanti Subdivision, a distance of 400.00 feet, to a ½" iron rod with a plastic cap stamped "M & H" found, on the northeast corner of said Avanti Subdivision, the north line of said Farm Tract 214, for an outside corner hereof;

THENCE N 88° 57' 47" E, along the north line of said Farm Tract 214, a distance of 1062.16 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the west right-of-way line of a tract of land deeded to Hidalgo and Cameron Counties Water Control and Improvement District No. 9, recorded in Volume 314 Page 62, Deed Records, Hidalgo County, Texas, for the Northeast corner hereof;

THENCE S 01° 13' 00" E, along the west right-of-way line of said Water District No. 9 tract, a distance of 457.45 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE S 14° 21' 00" W, along the west right-of-way line of said Water District No. 9 tract, a distance of 82.00 feet, for a corner hereof;

THENCE S 00° 24' 09" W, along the west right-of-way line of said Water District No. 9 tract, a distance of 778.32 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the south line of said Farm Tract 214, the north line of Quail Hollow North Subdivision, map reference: Volume 49 Pages 99 thru 101, Map Records, Hidalgo County, Texas, for the Southeast corner hereof;

THENCE S 88° 47' 55" W, along the south line of said Farm Tract 214, the north line of said Quail Hollow North Subdivision, at a distance of 560.00 feet pass the common corner of said Quail Hollow Subdivision, and Barbosa-Lopez Subdivision, map reference: Volume 21 Page 165, Map Records, Hidalgo County, Texas, at a distance of 1711.00 feet, pass a ½" iron rod with a plastic cap stamped "CVQ LS" set, at the east right-of-way line of said Mile 6 ½ Road, continuing a total distance of 1726.00 feet, to a Nail set, on the west line of said Farm Tract 214, for the Southwest corner hereof;

THENCE N 01° 13' 00" W, along the west line of said Farm Tract 214, within said Mile 6 ½ Road, a distance of 919.54 feet, to the POINT OF BEGINNING, containing 46.41 acres of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 4. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 10th day of October 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

NORMA A. CANTU, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6934	
From:			
Subject: Approval on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purposes services and activities in this contract, effective October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background: The city annually funds the Weslaco Boys & Girls Club to provide services and activities for the children of the community.			
Funding Source (budget code, if applicable): 101-5140-528476			
Amount: \$75,000		Term of Impact: 1 YEAR	Identified in Current Budget: YES
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Finance Director.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 100423 BGC PPSC, FY 2024 BGC Public Purposes Contract			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 4, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Weslaco Boys and Girls Club Public Purpose Services Contract

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The City has annually promoted cultural and recreational programs for its citizens. The city will continue these services and will extend funding for another year.

We have budgeted \$75,000 from our general fund for the Boys and Girls Club. The amount is the same as last fiscal year (2023).

Staff recommends approval.

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THE STATE OF TEXAS

COUNT OF HIDALGO

PUBLIC PURPOSE SERVICES
CONTRACT BETWEEN THE
CITY OF WESLACO AND
THE
CITY OF WESLACO
BOYS AND GIRLS
CLUB OF

This Contract is entered into on this ____ the day of October 2023, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Boys and Girls Club of Weslaco, Inc. (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City desires to negotiate with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it is to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II.

RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and the progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due to the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as

agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2023 and ends September 30, 2024 .

SECTION VII. PAYMENTS TO CONTRACTOR

. City hereby agrees to pay Contractor Seventy-Five Thousand and 00/ 100 Dollars (\$75,000.00) in twelve (12) equally monthly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within thirty (30) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of boys and girls served, and the activities engaged in that are contracted for in this contract.

SECTION VIII. AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX. DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non- prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X.
VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI.
NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

CONTRACTOR

BOYS' AND GIRLS' CLUB OF
WESLACO
300 N. Airport Drive Suite A
Weslaco, TX 78596
Attn.: Executive Director

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SECTION XII.
PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII.
LEGAL CONSTRUCTION

In case anyone or more of the provision contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, - illegality, or unenforceability shall not affect other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION XIV.
AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV.
WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI.
ENUMERATION OF CONTRACT
DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

Statement of Work, EXHIBIT "A"

Attachment, Definition of FIVE SERVICE CORE PROGRAM, EXHIBIT "B"

SECTION XVII.
LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contractor will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu,
CITY SECRETARY

APPROVED AS

TO FORM:

Juan E. Gonzalez, City Attorney

BOYS' AND GIRLS' CLUB OF
WESLACO

Mary Lopez, CHIEF PROFESSIONAL
OFFICER (EXECUTIVE DIRECTOR)

EXHIBIT A

Statement of Work

The funding of **\$75,000** will be for paying staff salaries, membership insurance, BGCA Dues, and all equipment necessary to maintain the everyday programs of The Boys and Girls Club of Weslaco, INC.

The following services will be performed in the following via the 5 Service Core Programs
(see attached for definition of service core program):

1. Provide guidance in behavior and promote health, social education, vocational, and characters development of boys and girls.
2. Provide educational enhancement of computer applications.
3. provide community- wide programs such as flag football, t-ball, slow pitch, softball, senior and peewee basketball, gymnastics, karate and volleyball.
4. Enhance leadership skill and provide opportunities for planning, decision making and contributing to the club and the community.
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and arithmetic, arts and crafts, outdoor and environmental education, liberal arts and music.
7. Provide preventive programs such as "SMART Moves," which deal with alcohol abuse, drug abuse, pregnancy prevention, violence prevention, gangs and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for community service.

The following services will be maintained as a result of the City fund expenditures:

1. Teen outreach program;
2. Violence prevention programs;
3. on- the Job training program;
4. Promote Membership;
5. Expend the number of members participating daily;
6. Help at risk youth realize their potential growth and development; and Extend our service to teens.

The following type of beneficiaries will be served:

1. At risk youth 6-18 years of age; and
2. Low income children.

The services will be provided at the following address/ location(s):

Mayor Pablo G. Pena City Park, at 300 N Airport Dr., 78596

EXHIBIT B

Five Service Core Programs

CHARACTER DEVELOPMENT AND LEADERSHIP DEVELOPMENT empower youth to support and influence their Club and Community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and other cultural identities.

Programs include: Teen Supreme Keystone Clubs, Torch Clubs, Youth of the Year, Talking with TO. , Street Smart, SMART Girls, Leadership training for junior staff, voter registration drives, community service project, town hall meetings, youth councils, etc.

EDUCATION AND CAREER DEVELOPMENT enable youth to become proficient in basic educational disciplines, apply learning to everyday situations and embrace technology to optimize employability.

Programs include: Power Hour, Homework help, the Ultimate Journey, tutoring, newspaper Clubs, puzzles, education games (Scrabble, Boggle, Trivial Pursuit, Voyagers, etc.), motivational reading programs, typing skills, Internet exploration, utilizing computer technology to improve the quality of life.

HEALTH AND LIFE SKILLS develop young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and develop the competencies to live successfully as self-sufficient adults.

Programs include: SMART Moves, Broader Horizons, Goals for Growth, youth entrepreneur programs, health and prevention programs, independent living classes.

THE ARTS enable youth to develop their creativity and cultural awareness through knowledge and appreciation to visual and tactile arts and crafts, performing arts and creative writing.

Programs include: Drawing, dance, folk festivals, origami, painting photography, puppetry, sculpture, storytelling, and woodworking.

SPORTS, FITNESS AND RECREATION develop fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social and interpersonal skills.

Program includes: Team sports (baseball, basketball, football, soccer, volleyball), individual sports (track & field, tennis, golf, gymnastics, billiards, table tennis, board and table games, martial arts, wrestling), fitness testing aerobics relay races, athletic leagues and tournaments.



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6935	
From:			
Subject: Approval of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following: 1) Weslaco Chamber of Commerce for \$276,510; 2) Frontera Audubon Society for \$44,000; and 3) Lower Rio Grande Valley Nature Center for \$72,322 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable): 221-5504-528493 221-5504-528479 221-5504-528497			
Amount: \$276,510 \$72,322 \$44,000	Term of Impact: 1 YEAR 1 YEAR 1 YEAR	Identified in Current Budget: YES YES YES	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Finance Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 100423 HOT PPSC, Chamber 2024 SSA, Frontera Audubon 2024 SSA, 2024 SSA VNC			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 4, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Hotel/Motel Purpose Services Contract

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The City annually enters into agreements with the Weslaco Chamber of commerce, Frontera Audubon and the Valley Nature Center for the purpose of attracting and promoting tourism.

The goal is to make the surrounding communities as well as other parts of the state and country aware of what we have to offer and generating revenue. Funding for these agreements is derived from the collection of the Hotel/Motel taxes.

Staff is recommending approval.

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STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS BETWEEN THE CITY OF
		WESLACO AND THE WESLACO AREA
CITY OF WESLACO	§	CHAMBER OF COMMERCE.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2023, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE WESLACO AREA CHAMBER OF COMMERCE located at 275 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Chamber of Commerce”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber of Commerce an amount not to exceed \$276,510 of which \$276,510 will be funded through the hotel/motel occupancy tax funds. The Chamber of Commerce agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Chamber of Commerce for advertising and promoting tourism in the City derives direct tourism income benefit to the City.

The Chamber of Commerce agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Chamber of Commerce agrees to conduct a continued program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed, by type and locations; tabulation of advertising expenditures and reported viewership; visitations to the Chamber of Commerce website, by content page; number of visitations to the center; number of tourism-related activities conducted and their attendance; number and duration of overnight hotel stays; and receipts in Hotel Occupancy Tax and Sales Tax, by month. The Chamber of Commerce should incorporate this data into its monthly activity report (see section VI), provide an analysis of trends, and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Chamber of Commerce is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Chamber of Commerce shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Chamber of Commerce shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Chamber of Commerce shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber of Commerce with respect to expenditure of revenue provided.

Thereafter, the Chamber of Commerce shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Chamber of Commerce that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Chamber of Commerce will cooperate with

the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Chamber of Commerce from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

It is understood and agreed by and between the parties that the hotel/motel tax proceeds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and does not exceed the percentage of cost that is attributed to the activities funded by the hotel/motel occupancy tax and if directly related to the promotion of tourism and marketing that will have an economic impact for the City.

VII.

This Agreement shall begin the ____ day of October 2023 and shall continue in force ending September 30, 2024. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Chamber of Commerce.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Weslaco Area Chamber of Commerce:

Barbara Jean Garza, President/CEO
Weslaco Area Chamber of Commerce
275 S. Kansas Avenue
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the work plan.

X.

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Chamber of Commerce, its officers, agents and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Chamber of Commerce shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

**WESLACO AREA
CHAMBER OF COMMERCE**

Alex Montenegro, CHAIRWOMAN

ATTEST:

Barbara Jean Garza, CEO/PRESIDENT

STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS BETWEEN THE CITY OF
		WESLACO AND THE FRONTERA
CITY OF WESLACO	§	AUDUBON SOCIETY.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ___ day of October 2023, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE FRONTERA AUDUBON SOCIETY located at 1101 S. Texas Blvd., Weslaco, Hidalgo County, Texas, hereinafter called “The Frontera Audubon”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Frontera Audubon an amount not to exceed \$44,000.00, of which \$44,000.00 will be funded through the hotel/motel occupancy tax funds. The Frontera Audubon agrees to spend all allocated funds during the term of this contract. The monies received by the City from the local hotel/motel occupancy tax and used by the Frontera Audubon for digital marketing, and solicitations and promotional materials that attract tourists to the city, derives direct tourism income benefit to the City.

The Frontera Audubon agrees that any local hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Frontera Audubon agrees to conduct a continued program of preserving and promoting the natural environment, historical restoration and preservation for the purpose of attracting visitors and tourists to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Frontera Audubon further agrees that it will seek to achieve economic benefit for the City through all of such activities, and that it will provide tourist-related information about the City upon request.

The Frontera Audubon further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Frontera Audubon further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of digital marketing and advertising expenditures and reported viewership; visitations to the Frontera Audubon website; number of visitations to the Frontera Audubon Nature Park; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Frontera Audubon should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Frontera Audubon is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Frontera Audubon shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Frontera Audubon shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Frontera Audubon shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Frontera Audubon with respect to expenditure of revenue provided.

Thereafter, the Frontera Audubon shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the local hotel/motel occupancy tax. It is further agreed by the Frontera Audubon that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Frontera Audubon shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy

tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Frontera Audubon will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Frontera Audubon from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the _____ day of October 2023 and shall continue in force ending September 30, 2024. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Frontera Audubon.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Frontera Audubon Society:

Christine Warren
Frontera Audubon Society
1101 S. Texas Blvd.
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Frontera Audubon from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Frontera Audubon agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Frontera Audubon, its officers, agents and employees carried out in furtherance of this Agreement. The Frontera Audubon shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Frontera Audubon shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

FRONTERA AUDUBON

Travis McDaniel, President

ATTEST:

**Christine Warren,
Director**

STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS AND SALES TAX
		PROCEEDS BETWEEN THE CITY OF
CITY OF WESLACO	§	WESLACO AND THE LOWER RIO
		GRANDE VALLEY NATURE CENTER.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2023, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE LOWER RIO GRANDE VALLEY NATURE CENTER located at 301 S. Border Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Valley Nature Center”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Valley Nature Center an amount not to exceed \$72,322, of which \$72,322 will be funded through the hotel/motel occupancy tax funds. The Valley Nature Center agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Valley Nature Center for preserving and promoting the unique natural environment of the Lower Rio Grande Valley and promoting tourism in the City derives direct tourism income benefit to the City.

The Valley Nature Center agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Valley Nature Center agrees to attend and participate in at least three (3) domestic Nature Trade Shows and develop a Spring Festival that will highlight spring migration and wildflowers, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Valley Nature Center further agrees that it will seek to achieve economic benefit for the City through all such activities, and that it will provide tourist-related information about the City upon request.

The Valley Nature Center further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Valley Nature Center further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of advertising expenditures and reported viewership; visitations to the Valley Nature Center website; number of visitations to the Valley Nature Center; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Valley Nature Center should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Valley Nature Center is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Valley Nature Center shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Valley Nature Center shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Valley Nature Center shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Valley Nature Center with respect to expenditure of revenue provided.

Thereafter, the Valley Nature Center shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Valley Nature Center that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Valley Nature Center shall maintain complete and accurate financial records of each expenditure of hotel/motel

occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Valley Nature Center will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Valley Nature Center from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the _____ day of October 2023 and shall continue in force ending September 30, 2024. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Valley Nature Center.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Valley Nature Center:

Ms. Hollie Johnston
Lower Rio Grande Valley Nature Center
301 S. Border Avenue
Weslaco, Texas 78596

X.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Valley Nature Center from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Valley Nature Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Valley Nature Center, its officers, agents and employees carried out in furtherance of this Agreement. The Valley Nature Center shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Valley Nature Center shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

VALLEY NATURE CENTER

Robert Donaldson, President

ATTEST:

Hollie Johnston, Director



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6937	
From:			
Subject: Approval on the renewal of a Public Purposes Services Contract with Weslaco Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$90,000 effective October 1, 2023 through September 30, 2024 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background: The City during it's budget workshops, allocates funding to the Wesalco Museum from the General Fund. This year, the city has kept the funding the same from General Fund, but added an additional \$20,900 from the Hotel/Motel Fund. The City's funding for FY 2024, will be a total of \$90,000 as agreed during the workshops.			
Funding Source (budget code, if applicable): 101-5140-528490 221-5504-528490			
Amount: \$69,100. \$20,900	Term of Impact: 1 YEAR 1 Year	Identified in Current Budget: YES Yes	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Finance Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 100423 WESLACO MUSEUM PPSC, FY2024 Weslaco Museum Public Purpose Services Contract			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 4, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Weslaco Museum Public Purpose Services Contract

.....

The City has annually promoted cultural programs for its citizens. This program informs its citizens of Weslaco's history and other cultural events. Whereas the City wishes to continue these services for another year.

Funding for the museum was budgeted at \$90,000 and will be split between the General fund and the Hotel Motel Fund. \$69,100 will be funded by General Fund and \$20,900 will be funded by Hotel Motel Fund.

Staff is recommending approval.

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THE STATE OF TEXAS	§	PUBLIC PURPOSE SERVICES
	§	CONTRACT BETWEEN THE CITY
CITY OF WESLACO	§	OF WESLACO AND THE WESLACO
	§	BICULTURAL MUSEUM d.b.a.
COUNTY OF HIDALGO	§	WESLACO MUSEUM OF LOCAL
	§	HISTORY AND CULTURAL ART

This Contract is entered into on this the _____ day of October 2023, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Weslaco Bicultural Museum d.b.a. Weslaco Museum of Local History and Cultural Art (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City has negotiated with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II.

RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of

this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of these activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2023 and ends September 30, 2024.

SECTION VII.
PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Ninety Thousand Dollars (\$90,000) in twelve (12) equally monthly installments of Seven Thousand and 00/100 Dollars (\$7,500.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within thirty (30) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of visitors and the activities engaged in that are contracted for in this contract.

SECTION VIII.
AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX.
DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X.
VENUE AND REMEDIES

Venue in any suit right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI.
NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under

this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

CONTRACTOR

WESLACO MUSEUM OF LOCAL HISTORY
AND CULTURAL ART
500 S. TEXAS AVENUE
Weslaco, TX 78596
Attn.: Executive Director

SECTION XII.
PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where _permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII.
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION XIV. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV.
WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Contract shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

SECTION XVI.

ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

- 1) Activities and Public Purpose Services (Exhibit "A")
- 2) Intent of Public Purpose Activities (Exhibit "B")

SECTION XVII.

LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

WESLACO MUSEUM

By: _____
(Executive Director)

Approved as to form:

Juan E. Gonzalez, City
Attorney

Exhibit "A"

ACTIVITIES AND PUBLIC PURPOSE SERVICES

Contractor will, for the public funds it is receiving from City, operate and maintain a building facility that will house historical information on Weslaco, works of art such as paintings, displays, present cultural programs to citizens of Weslaco and to the general public.

Exhibit "B"

INTENT OF PUBLIC PURPOSE ACTIVITIES

The City of Weslaco desires that Contractor provide exhibits to citizens of the City of Weslaco that will benefit and assist them in developing an appreciation to cultural arts.



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6951	
From:			
Subject: Approval of the request from Weslaco Museum to hold their annual PAN DE CAMPO Fundraiser on November 4 from 6:30 pm to 10:00 pm; approval to close 5th Street between Texas Blvd and Missouri Ave.; authorizing public consumption of alcoholic beverages; waive of appropriate fees from ordinances associated with the event; also approval of use of tower lights, and provision of support from Weslaco PD, Public Works, Planning and Code Enforcement and other related city departments, and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Pan de Campo-Requests			
Responsibilities upon Approval:			

September 2023

City of Weslaco,

The Weslaco Museum is celebrating Pan de Campo on Saturday, November 4th from 6:30 p.m. to 10:00 p.m. Pan de Campo is the museum's annual fall fundraiser which aims to provide food, fun, and good tunes.

The museum requests approval to close 5th street between Texas Blvd. and Missouri Ave. We are also asking for authorization for public consumption of alcoholic beverages, waived ordinance fees, approval of use of tower lights, and provision of support from Weslaco PD, Public Works, and Planning and Code Enforcement.

We would like to thank the City of Weslaco for their continued support and hope to see you on November 4th!

Thank you,



Crystal Rodríguez

Executive Director

500 S. Texas Blvd.

Weslaco, Texas 78596

(956) 968-9142

www.weslacomuseum.org



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6939	
From:			
Subject: Approval to allow Honorably Retired Peace Officer Felix Salinas to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial #WXN021 for an amount of \$255 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Tex. Gov't Code Section 614.051, Purchase of Firearm by Honorably Retired Peace Officer(a)An individual may purchase a firearm from a governmental entity if: (1) the individual was a peace officer commissioned by the entity; (2) the individual was honorably retired from the individual's commission by the entity; (3) the firearm had been previously issued to the individual by the entity; and (4) the firearm is not a prohibited weapon under Section 46.05 (Prohibited Weapons), Penal Code. (b) An individual may purchase only one firearm from a governmental entity under this section.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6970	
From: ROBERT LOPEZ			
Subject: Approval to ratify acceptance of the Victims of Crime Act Formula Grant #3814605 for the amount of \$126,965.23 to pay for the Crime Victim's Coordinator salary, training, software, shelter, and business cards/flyers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.			
Funding Source (budget code, if applicable): 16.575 - Victims of Crime Act Formula Grant Program			
Amount: \$126,965.23		Term of Impact: 12	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to ratify and accept grant as recommended by staff.			
Staff Recommendation:			
Attachments, if any: SOGA Crime Victim Coordinator Grant #3814605			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3814605	Award Amount:	\$126,965.23
Date Awarded:	9/21/2023	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2023 - 09/30/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2024	Grantee GPI:	\$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	Total Project Cost:	\$126,965.23
Grantee Name:	Weslaco, City of		
Project Title:	Weslaco Crime Victim Coordinator		
Grant Manager:	Brandi Barba		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		
CFDA:	16.575 - Victims of Crime Act Formula Grant Program		
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime		
Federal Award Date:	8/25/2022		
Federal/State Award ID Number:	15POVC-22-GG-00807-ASSI		
Total Federal Award/State Funds	\$124,379,369.00		

Appropriated:

Pass Thru Entity Name: Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D: No

Federal/State Award Description: This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6971	
From: ROBERT LOPEZ			
Subject: Approval to ratify acceptance of the FY2024 Truancy Prevention and Intervention Program Grant #4003404 for the amount of \$100,575.93 for the First Offender Program Coordinator's salary, overtime for peace officers, training and project supplies and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this funding opportunity is to provide truancy prevention and intervention services.			
Funding Source (budget code, if applicable): FY2024 Truancy Prevention and Intervention Program			
Amount: \$100,575.93		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to ratify acceptance of grant as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Office of the Governor SOGA First Offender Program Grant #4003404			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4003404	Award Amount:	\$100,575.93
Date Awarded:	9/21/2023	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2023 - 08/31/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2024	Grantee GPI:	\$0.00
Program Fund:	TP-Truancy Prevention Grant Program	Total Project Cost:	\$100,575.93
Grantee Name:	Weslaco, City of		
Project Title:	Weslaco First Offender Program		
Grant Manager:	Tammy Golden		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2024-TP-ST-0002
Total Federal Award/State Funds Appropriated:	\$7,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	To improve truancy prevention and intervention services by local governmental entities.



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-7012	
From:			
Subject: Approval to accept SHPS-R grant 4736001 for the amount of \$19,642.27 with NO MATCH and NO RECURRING COST for the purpose of AMBUS Communication Equipment and authorize the Mayor to execute any related documents. (Staffed by Fire Department/Grant Writer.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANTONIO LOPEZ Martin Garza		Created	
City Manager Comments: Approve to accept the grant as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Release Award to Applicant - Ambus Communication Equipment			
Responsibilities upon Approval:			

Snapshot Description: Application - Release Award to Applicant
Created: 9/26/2023 12:23:57 PM

Agency Name: Weslaco, City of
Grant/App: 4736001 **Start Date:** 10/1/2023 **End Date:** 10/31/2024
Fund Source: HS-Homeland Security Grant Program (HSGP)
Project Title: Ambus Communication and Decontamination Equipment
Status: Application - Release Award to Applicant **Fund Block:** 2023

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460025442011

Application Eligibility Certify:

Created on:1/9/2023 3:34:39 PM By:Maggie Perez

Profile Information

Applicant Agency Name: Weslaco, City of
Project Title: Ambus Communication and Decontamination Equipment
Division or Unit to Administer the Project: Weslaco Fire Department
Address Line 1: 255 S KANSAS AVE
Address Line 2:
City/State/Zip: WESLACO Texas 78596-6158
Start Date: 10/1/2023
End Date: 10/31/2024

Regional Council of Governments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area: Hidalgo

Grant Officials:

Authorized Official

Name: David Suarez
Email: david.suarez@weslacotx.gov
Address 1: 225 S Kansas Ave
Address 1:
City: Weslaco, Texas 78596
Phone: 956-968-3181 Other Phone:
Fax:
Title: Mr.
Salutation: Mayor
Position: Mayor

Financial Official

Name: FEDERICO REYES
Email: freyes@weslacotx.gov
Address 1: 255 S KANSAS AVE
Address 1:
City: WESLACO, Texas 78596
Phone: 956-968-3181 Other Phone: 956-376-6360
Fax: 956-968-6717
Title: Mr.
Salutation: Mr.
Position: ACCOUNTANT

Project Director

Name: Antonio Lopez
Email: anlopez@weslacotx.gov
Address 1: 119 East 5th Street
Address 1:
City: Weslaco , Texas 78596
Phone: 956-447-3415 Other Phone: 956-975-0735
Fax: 956-969-3167
Title: Mr.
Salutation: Chief
Position: Fire Chief / EMC

Grant Writer

Name: Maggie Perez
Email: mjperez@weslacotx.gov
Address 1: 255 S Kansas Ave

Address 1:**City:** Weslaco, Texas 78596**Phone:** 956-968-3181 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grant Writer**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460025442011**Unique Entity Identifier (UEI):** GJMZDZZAN4J3**Narrative Information**

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR

data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☒ I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Weslaco Ambus Communications project aims to equip the Ambus unit to better assist during emergency operations. A regional radio system can play a crucial role in preventing or responding to a threatened or actual act of terrorism by enabling real-time information sharing between law enforcement agencies, emergency services, intelligence agencies, and other relevant entities. Effective communication enhances coordination, response time, and overall situational awareness, enabling authorities to swiftly address threats or incidents. Emergency responders will see great benefit with the replacement of outdated equipment and the patients will be better served. The project is significant as the Ambus is a state-wide deployable unit that has a wide reach. The project will prove successful when the unit is placed in use after the installation of the requested equipment. The City of Weslaco's request is in line with the capability targets set by THIRA, mentioned in the updated Problem Statement. Weslaco's request for a Base Radio System, and a Radio Transmit UH DECT 7.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The 2022 Threat and Hazard Identification and Risk Assessment (THIRA) for South Texas identifies threats and hazards that include: flood, hazardous material release, and explosives-attack/active shooter. Weslaco's request for a Base Radio System, and a Radio Transmit UH DECT 7 address the capability targets included in THIRA: Intelligence and Information Sharing, Logistics and Mass Search and Rescue Operations, Situational Assessment, and more. Intelligence and Information Sharing: Radios enable real-time communication between crew members, facilitating the exchange of intelligence and vital information. By using radios, crews can quickly disseminate critical updates, share situational reports, coordinate tactical actions, and relay intelligence gathered on the field. This enhances the overall situational awareness, decision-making, and operational effectiveness of the crew (THIRA, 19). Logistics: Effective logistics coordination is essential during deployments and operations. Radios provide a means of communication that allows logistics personnel to coordinate the movement of supplies, equipment, and resources. They can relay requests for additional support, update delivery schedules, and address any logistical issues promptly. This ensures smooth operations, reduces delays, and optimizes resource allocation (THIRA, 35). Mass Search and Rescue Operations: During search and rescue missions involving a large number of personnel and areas of operation, radios become invaluable. They enable constant communication and coordination between search teams, allowing for the sharing of vital information, progress updates, and emergency alerts. Radios can facilitate the establishment of command centers, enhance team safety, and ensure efficient coordination of efforts, ultimately improving the chances of successful rescues (THIRA, 37). Situational Assessment: Radios aid in situational assessment by enabling continuous communication and information flow. Crew members can report on their observations, relay critical incidents, provide updates on changing conditions, and request assistance as needed. This real-time situational awareness allows commanders and decision-makers to make informed judgments, allocate resources effectively, and adjust strategies based on the evolving situation (THIRA, 41). The Ambus has outdated equipment and that promotes a higher risk of injuries. The project aims to acquire automated counterparts that will prevent back injuries. Additional decontamination equipment will allow for a more efficient decontamination process. In regard to communication, the crew of 8 does not have a current way of communicating during emergency response as the headsets are outdated. As for the oxygen system, the Ambus does not have the ability to refill in remote places. The requested radio will be used in multi-jurisdiction incidents.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

We are adding an additional mobile radio in order to monitor multiple frequencies to be able to communicate. We are also upgrading the headset system to integrate into the radio system so Fire Department can communicate not only on the radio system but also through the intercom of the bus as we are on the road station to the Ambus and adding a new headset system. By adding an additional mobile radio, the regional radio system will have the capability to monitor multiple frequencies simultaneously. This allows for enhanced communication and reception of information from different channels or agencies involved in counterterrorism efforts. With the addition of the new headset system, the regional radio system becomes more mobile-friendly. The Fire Department personnel can communicate conveniently and hands-free, allowing firefighters and paramedics to focus on their tasks while maintaining effective communication. This mobility enables effective coordination during emergency situations and ensures that communication is not hindered by the physical location or movement of personnel. The addition of the new headset system also broadens the range of communication channels available to the Fire Department. They can communicate via the regional radio system, intercom system, and potentially other compatible communication devices. This diversity in communication channels ensures redundancy and provides alternative means of communication in case of any technical issues or disruptions in specific channels.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

One of the major risks in the Rio Grande Valley region is flooding. Flooding is the most common natural hazard to affect communities. Since 1996, 99% of all counties in the U.S. have experienced a flood incident (NPR, 9). Of those, Weslaco has had major instances of flooding, specifically in 2018 and 2019 floods. Governments, companies, and individuals increasingly turn to the digital sphere for work, play, and connection. We identify the need for communication and recognize the importance of it when crews rely on it to save lives. The acquisition of radios will address communication gaps in scenarios where the crew is deployed and traveling in different vehicles or is sent away from the unit as it can help bridge several capability gaps. The Texas State Preparedness Report, last updated in September 2021, identifies solutions to existing gaps in service. Through THIRA, communities reported the threats and hazards likely to occur as Wildfire, Hurricane, Hazmat Release, and Winter Storm/Ice Storms. All the mentioned were also reported as Most Stressing for Capabilities (NPR, 8). Sprays and wiping down can often miss cracks and crevices when decontaminating the Ambus. Aerosole takes the unit out of service for a period of time depending on the system of use. Such time is important when responding to a major incident, especially when the Ambus is deployed throughout State assignments. The acquisition of UV-C Lights will address this gap and will further allow for a better decontamination. The acquisition of a Liquid Base Decontamination System will also be a step further towards better practices as it will travel with the unit. The Refillable Oxygen will provide the ability to refill when needed, even in remote areas. The requested radios will fill the communication gap that exists in current instances where the crew is deployed and is traveling in different vehicles, or is sent out away from the unit.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The objective of the overall project is to maintain the capabilities of the Ambus as a multijurisdictional vehicle capable of responding without wasting idle time by being communicated while responding to incidents.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

4.3.1 Enhance partnerships with regional radio systems across the state to ensure radio system coverage and connectivity for interoperability.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group identifies the Ambus first responders, the patients (which the Ambus fits a total of 20 at a time), and the areas the Ambus will be responding to. The equipment acquisition expects to facilitate the response to saving lives by providing multi agency communication throughout the entire given incident.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The Weslaco Fire Department will take on the maintenance of the requested equipment. In the future, if the equipment needs to be replaced given that it has become obsolete, the department plans to apply to federal and state grants in order to be able to acquire the items once again.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	The project of acquiring equipment for the Ambus supports first responder capabilities as the items will be housed in the emergency unit. The Ambus responds to state-wide terrorism and other incidents and thus will have a wide reach when it comes to saving lives.

Measures Information**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Team personnel provided with new or updated equipment.	8
Number of Special Response Teams created, maintained or enhanced.	3
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is

- requested;
2. A commitment to provide all applicable matching funds;
 3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
 4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2022

Enter the End Date [mm/dd/yyyy]:

9/30/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

2787001

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

1797611
Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ **Yes**
☒ **No**

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2022
Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

Select the appropriate response:

☒ **I Certify**
☐ **Unable to Certify**

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ **Yes**
☒ **No**

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☒ Yes
☐ No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Mass Care Services

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Receive approval from SWIC; Completion Date: 01-01-2024

Milestone: Initiate Procurement Process; Completion Date: 03-01-2024
Milestone: Purchase budget items; Completion Date: 06-30-2024
Milestone: Receive and test products; Completion Date: 10-31-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

***** FOR PROFIT CORPORATIONS ONLY *****

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a

grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ **Yes**
- ☐ **No**

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ **Yes**
- ☐ **No**

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ **Yes**
- ☐ **No**

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ **Yes**
- ☐ **No**

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ **Yes**
- ☐ **No**

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ **Yes**
- ☐ **No**

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	06CP-01-BASE Radio, Base	Base radio system that provides connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations.. Includes installation in unit.	\$4,820.00	\$0.00	\$0.00	\$0.00	\$4,820.00	1
Equipment	06CP-01-PORT Radio, Portable	Radio transmit UH, DECT7. Wireless Base Station 5 user radio transmit.. Digital intercom. Mr-Cable . Hanger hook	\$11,707.60	\$0.00	\$0.00	\$0.00	\$11,707.60	8
Equipment	19GN-00-COMP Compressors and Systems, Breathing Air	"Oxygen equipment -oxygen spud, 4 kpsi gauge, half valve, half tee, Nipple 1/2" x 3 1/2", 1/2" Street elbow."	\$3,114.67	\$0.00	\$0.00	\$0.00	\$3,114.67	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$19,642.27	\$0.00	\$0.00	\$0.00	\$19,642.27

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$19,642.27	\$0.00	\$0.00	\$0.00	\$19,642.27

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Interoperability Standards SWIC Review: Any communications equipment or technologies purchased must comply with the interoperability standards established within the Texas Statewide Communications Interoperability Plan (TSCIP). All radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased. Grantees must coordinate with the Statewide Interoperability Coordinator (SWIC) for review of planned equipment purchases when using grant funds to buy mobile radios, portable radios, or repeaters. Steps for securing SWIC review and approval may be found here .	5/17/2023 2:10:53 PM		No	Yes
Other Condition of Funding. Revised Resolution: Resolution uploaded is missing some of the required information: Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following: Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested; and A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.	5/17/2023 2:01:51 PM		Yes	No
Nationwide Cybersecurity Review (NCSR): SHSP and UASI subrecipients must complete the Nationwide Cybersecurity Review as outlined in the Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and FEMA Information Bulletin 439. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/ . The NCSR must be completed by the deadline set by the Multi-State Information Sharing & Analysis Center (MS-ISAC) in order to remain in compliance with requirements for funding under the HSGP. In order to document compliance, sub-recipients must upload a copy of their NCSR Completion Certification (PDF) from MS-ISAC into the "Upload.Files" tab in this grant record.	5/17/2023 2:02:15 PM		Yes	No
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	5/17/2023 2:10:53 PM		No	No
Other Condition of Funding. Per Maggie Perez, the National Preparedness Report was utilized for the completion of the Capability Gaps as there is no regional preparedness report. Temporary COF applied	6/30/2023 9:02:39 AM		Yes	No

You are logged in as User Name: Mitch Hachey ; UserName: Mhachey * INTERNALUSER



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6947	
From:			
Subject: Discussion and consideration to approve Resolution 2023-55 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2024-2025 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: This is the election process for the Board of Directors of the Hidalgo County Appraisal District. Each taxing entity shall submit their nomination of a candidate(s) to the Chief Appraiser by resolution adopted by the governing body. The Chief Appraiser will then submit the top candidates to the taxing entity for casting of votes.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve the nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Corr Hidalgo County Appraisal District re 2024-25 Board of Directors Election, R2023-55 HCAD board nomination			
Responsibilities upon Approval: Execute, retain and forward the adopted resolution to the Chief Appraiser of the Hidalgo County Appraisal District.			

HIDALGO COUNTY APPRAISAL DISTRICT

Done
9/15/23
[Signature]

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



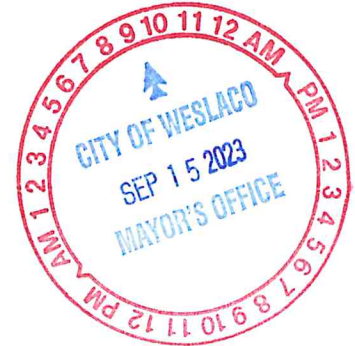
www.hidalgoad.org

BOARD OF DIRECTORS

Albert D. Cardenas	Chairman
Joe D. Olivarez	Vice-Chairman
Amador Requenez	Secretary
Richard A. Garza	Member
Eddy Betancourt	Member
Pablo "Paul" Villarreal, Jr.	Member

September 8, 2023

City of Weslaco Mayor
Mr. David Suarez
255 S. Kansas Ave.
Weslaco TX 78596



Dear Mayor Suarez;

The Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2024-2025 Board of Directors (BOD) from September through December 2023. I have included with this letter a timeline with important information and dates to assist you with the voting entitlement process.

Per Sec. 6.0301 of the Texas Property Tax Code (TPTC), HCAD is governed by a BOD appointed by the eligible taxing units that participate in the district and elected by majority vote at the general election for state and county officers. The BOD consists of nine (9) members, five (5) voting members who are appointed by participating entities, three (3) members elected by the voters of the county, and one (1) ex-officio member, which by state statute is the County Tax Assessor-Collector.

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate, **by resolution, candidate(s) for the voting entitlement. Each eligible taxing unit may nominate one (1) but at most five (5) candidates.** The governing body for each eligible taxing unit must submit the **adopted resolution with the candidate(s) name(s) and their contact information to the Chief Appraiser before October 15th.**

Before **October 30th**, the Chief Appraiser shall prepare and deliver a ballot to the presiding officer of each eligible taxing unit, listing the candidates whose names were timely submitted and the number of votes the taxing unit is entitled to. The governing body shall then determine its vote and submit such vote by an adopted resolution to the Chief Appraiser before **December 15th.**

Before **December 31st**, the Chief Appraiser shall count all timely submitted votes, declare the five candidates that received the most votes elected, and submit the results to the candidates and the governing bodies of each taxing unit in the district.

The process for the three (3) elected members is to file an application for a place on the ballot with the County Judge accompanied by the filing fee prescribed by Section 6.032(c) of the TPTC.

Please do not hesitate to contact me if you need further assistance or additional information regarding the voting entitlement process.

Sincerely,

A handwritten signature in cursive script that reads "Rolando Garza".

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



BOARD OF DIRECTORS

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Joe D. Olivarez	Vice-Chairman
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Richard A. Garza	Member
Eddy Betancourt	Member
Pablo "Paul" Villarreal, Jr.	Member

www.hidalgoad.org

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2024 - 2025	
August 2023 But before October 1, 2023	Notify all presiding officers of each taxing unit about the upcoming election and their voting entitlement for the 2024-2025 election for the Board of Directors for the Appraisal District.
Before October 15, 2023	The Presiding Officer of the taxing unit submits the name(s) of the candidate(s) by written resolution to the Chief Appraiser.
Before October 30, 2023	The Chief Appraiser prepares and delivers the ballot, listing the candidates in order by surname, and the number of votes each taxing unit has, to the presiding officer.
At the First or Second Open Meeting After Receiving Ballot OR Before December 15, 2023	Each voting unit with 250 or more of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser before the third day after adopting the resolution. OR Each voting unit with 250 or less of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser.
Before December 31, 2023	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and the candidates.

2024-2025
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2022 Tax Levied	2022 Total Levy	2022 Percent	Voting	2024 - 2025 Directorships	2024 - 2025 Official Votes
Entity						
Hidalgo County	\$ 264,653,740	\$ 1,050,933,873	25.183%	252	5	1,260
Cities						
Alamo	\$ 5,103,714	\$ 1,050,933,873	0.486%	5	5	25
Alton	\$ 3,103,203	\$ 1,050,933,873	0.295%	3	5	15
Donna	\$ 6,551,936	\$ 1,050,933,873	0.623%	6	5	30
Edcouch	\$ 622,717	\$ 1,050,933,873	0.059%	1	5	5
Edinburg	\$ 38,127,169	\$ 1,050,933,873	3.628%	36	5	180
Elsa	\$ 1,762,298	\$ 1,050,933,873	0.168%	2	5	10
Granjeno	\$ 30,754	\$ 1,050,933,873	0.003%	1	5	5
Hidalgo	\$ 3,085,315	\$ 1,050,933,873	0.294%	3	5	15
La Joya	\$ 1,209,519	\$ 1,050,933,873	0.115%	1	5	5
La Villa	\$ 661,394	\$ 1,050,933,873	0.063%	1	5	5
McAllen	\$ 58,106,007	\$ 1,050,933,873	5.529%	55	5	275
Mercedes	\$ 5,957,425	\$ 1,050,933,873	0.567%	6	5	30
Mission	\$ 28,910,952	\$ 1,050,933,873	2.751%	28	5	140
Palmview	\$ 3,676,160	\$ 1,050,933,873	0.350%	4	5	20
Penitas	\$ 1,711,540	\$ 1,050,933,873	0.163%	2	5	10
Progreso	\$ 967,912	\$ 1,050,933,873	0.092%	1	5	5
Pharr	\$ 28,727,505	\$ 1,050,933,873	2.734%	27	5	135
San Juan	\$ 10,077,462	\$ 1,050,933,873	0.959%	10	5	50
Sullivan City	\$ 739,543	\$ 1,050,933,873	0.070%	1	5	5
Weslaco	\$ 16,103,016	\$ 1,050,933,873	1.532%	15	5	75
Schools						
Donna	\$ 22,534,056	\$ 1,050,933,873	2.144%	21	5	105
Edcouch-Elsa	\$ 5,402,674	\$ 1,050,933,873	0.514%	5	5	25
Edinburg	\$ 91,362,000	\$ 1,050,933,873	8.693%	87	5	435
Hidalgo	\$ 8,845,402	\$ 1,050,933,873	0.842%	8	5	40
La Joya	\$ 41,386,168	\$ 1,050,933,873	3.938%	39	5	195
La Villa	\$ 1,808,783	\$ 1,050,933,873	0.172%	2	5	10
Lyford	\$ 198,030	\$ 1,050,933,873	0.019%	1	5	5
McAllen	\$ 96,621,136	\$ 1,050,933,873	9.194%	92	5	460
Mercedes	\$ 9,261,699	\$ 1,050,933,873	0.881%	9	5	45
Mission	\$ 31,332,081	\$ 1,050,933,873	2.981%	30	5	150
Monte Alto	\$ 2,193,628	\$ 1,050,933,873	0.209%	2	5	10
PSJA	\$ 70,777,785	\$ 1,050,933,873	6.735%	67	5	335
Progreso	\$ 3,013,695	\$ 1,050,933,873	0.287%	3	5	15
Sharyland	\$ 46,548,429	\$ 1,050,933,873	4.429%	44	5	220
So Tx College	\$ 75,735,089	\$ 1,050,933,873	7.206%	72	5	360
South Texas ISD	\$ 23,974,661	\$ 1,050,933,873	2.281%	23	5	115
Valley View	\$ 11,639,286	\$ 1,050,933,873	1.108%	11	5	55
Weslaco	\$ 28,409,990	\$ 1,050,933,873	2.703%	27	5	135
GRAND TOTALS	\$ 1,050,933,873		100.000%	1002		5,015

RESOLUTION NO. 2023-55

STATE OF TEXAS § RESOLUTION NOMINATING A CANDIDATE
COUNTY OF HIDALGO § TO HIDALGO COUNTY APPRAISAL
CITY OF WESLACO § DISTRICT BOARD OF DIRECTORS FY2024-
2025

WHEREAS, the City of Weslaco, a governmental unit entitled to vote in the selection of a Board of Directors for the Hidalgo County Appraisal District, has been notified by the Chief Appraiser of Hidalgo County, Texas, that nominations to the said Board of Directors should be submitted in Resolution form to the Chief Appraiser before October 15, 2023; and

WHEREAS, the City wishes to nominate _____ as candidate for Director of the Hidalgo County Appraisal District.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO as follows:

1. The City Commission of the City of Weslaco does hereby nominate _____ as a candidate for the Director of Hidalgo County Appraisal District.
2. A certified copy of this Resolution shall be delivered to the Chief Appraiser Hidalgo County, Texas, to evidence this nomination.

PASSED AND APPROVED this 10th day of October 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6928	
From:			
Subject: Discussion and consideration on the City of Weslaco Water Conservation and Drought Contingency Study Phase II Water Conservation Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: 2019-05 Revised Weslaco Water Conservation and Drought Plan 2019-1 , R2023-46 adopting the 2019 updated Water Conservation Plan and Drought Contingency Plan			
Responsibilities upon Approval:			

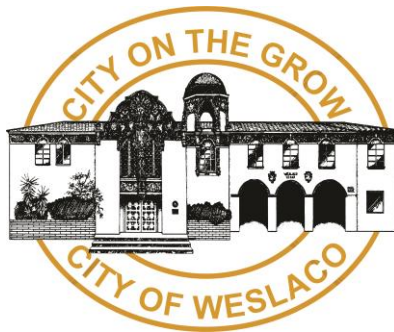
EXHIBIT "A"

City of Weslaco

WATER CONSERVATION

AND

DROUGHT CONTINGENCY PLAN



Prepared for:

City of Weslaco, Texas
255 S. Kansas
Weslaco, Texas 78596-6285
May 23, 2019

Prepared by:

Jorge Pena
Water Plant Chief Operator

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I. INTRODUCTION

The City of Weslaco's water conservation and drought response plan meets the requirements of Title 30, Chapter 288 of the Texas Administrative Code (30 TAC § 288). The Texas Commission for Environmental Quality (TCEQ) requires water conservation plans to be updated every five years.

The plan is needed to comply with the TCEQ requirements that all municipal water right holders of 1,000 acre-feet of water per year or more, and cities applying for a new water right or an amendment to an existing water right, must submit a water conservation and drought response plan.

The plan will include a review of the City's current and future water demand, supply and production capacity, an analysis of water conservation opportunities and reduction goals with initial five- and ten-year water conservation targets; and preparation of the water conservation and drought contingency plans for adoption.

The study will establish a baseline to understand the current water demand, metered or unmetered, and develop steps to reduce it. The demand reduction should eventually result in a more durable water supply, i.e. satisfying the demand caused by the city's growth while limiting water right purchases.

As the City moves in the direction of water conservation and reuse, the water conservation plan will serve as a planning guide to create conservation activities and monitoring programs. The drought contingency and emergency response plan is designed to give the City clear guidelines and lines of authority during specific natural or man-made events that may disrupt the normal delivery of water service.

II. WATER CONSERVATION PLAN

The preceding sections have developed the concepts needed to derive tangible, quantified water conservation targets. The City of Weslaco understands that simply stating a level of savings does not translate into a successful program implementation, thus the need to discuss the possible opportunities for conservation with measurable results.

A. Water Conservation Goals

5 & 10-Year Targets

The City of Weslaco water use patterns suggest further conservation gains will require great efforts. This is manifested by the fact that both parameters of importance in water conservation:

Based on data found on the utility profile and on evaluation of Weslaco's water consumption practices, Weslaco has set the following goals to be achieved through the adoption of this Water Conservation Plan.

1. To reduce Daily Municipal Per Capita water use to 125 GPCD by the year 2024 and reduce the target water loss to 18 GPCD water loss percentage to 14%; and 120 GPCD by the year 2029 and reduce the target water loss 15 GPCD and 12% water loss.
2. To reduce Daily Residential Per Capita water use to 65 GPCD by the year 2024 and reduce the target water loss to 15 GPCD water loss percentage to 12%; and 60 GPCD by the year 2029 and reduce the target water loss 15 GPCD and 12% water loss.
3. To implement long term cost-effective recovery measures for major causes of unaccounted for water loss due to metering.
4. To increase both public and employee awareness regarding water conservation and water related issues. This will especially be encouraged during the summer months when water consumption increases significantly.
5. To promote the re-use of treated wastewater effluent for agriculture, industry, and public use.

B. Public Education

The City recognizes the fact that considerable gains in water conservation come from individual actions thus it will develop a permanent public education campaign to promote a culture of prudent water use at home. Specific plans will be developed in the next year so that a reasonable approach can be matched with an adequate budget.

C. Recycling and Reuse

The City of Weslaco is also exploring the possible use of the treated wastewater effluent for agriculture, industry, and private use.

D. Metering

New meters, 2 inches and smaller in size, are bought according to the latest revision of "AWWA C-700 Standard for Cold-Water Meters" to specify all materials, design, and testing of these meters. The manufacturer will guarantee that all new meters will test at an accuracy of 98.5% to 101.5% at the low flow rate designed by "AWWA Standards Manual M-6" on a meter size or size basis.

Older meters that may be over or under registering will be replaced as time permits in order to accurately account for water sales and lower unaccounted-for water losses.

Weslaco uses computers to maintain billing accounts, to keep accurate records of water consumption, and to identify high and low water user accounts. Weslaco will test all meters that appear to show unusually high or low water usage based on fluctuating meter reading data. Meter readers test meters based on an as needed basis, or when customers complain, or a problem arises. Meter testing is done at the shop. Customers may accompany the meter reader to the shop and verify the test. If the meter is over-registering the customer's account will be credited, or if the meter is under-registering, the meter is then replaced with a new one.

E. Leak Detection and Repair

The City will develop a leak detection program to measures and locate leaks within the next five years. Customers and City staff currently call-in water breaks to the Utilities Department. Repairs are usually addressed within 30 minutes.

F. Plumbing Codes and Retrofit Programs

The City of Weslaco has adopted the Standard International Plumbing Code, 2012 Edition for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

The City of Weslaco encourages businesses and homeowners to replace older water fixtures like low-flow showerheads, faucet aerators, and toilet dams purchased before January 1, 1992, with the newer efficient replacements. Weslaco will also advocate the use of low demand water appliances instead of older, high use ones in homes and businesses.

G. Conservation Orientated Water Rate Structure

The City of Weslaco has established three schedules of rates to be charged for the consumption of water supplied through the city water system, as follows:

1. Standard water rate schedule within the city limits for Weslaco's customers under the city's Certificate of Convenience and Necessity.
2. Standard water rate schedule for areas previously covered by Military Highway WSC and North Alamo WSC Certificate of Convenience and Necessity relating to any buyout phases whereby the City has entered into agreements with MHWSC and NAWSC for buyout of their certified area.
3. Standard water rate schedule outside of Weslaco's City limits.

The following water rates show the standard rate to be charged for water furnished and consumed by single-family residence, multi-family residence, commercial, and industrial customers within the City. Water and sewer rates are periodically evaluated and updated as needed, so information in is subject to future change.

Schedule A. Residential Inside City Limits

(1) Minimum monthly bill, (not including water)..... \$14.75

Minimum monthly bill, (includes 2,000 gallons of water) if applied for by a Resident over 65 years of age, Disabled, or a Veteran\$9.54

(2) Charge per each 1,000 gallons or portion thereof.....\$2.71

Schedule B. Commercial Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter.....	\$18.07
1 inch meter.....	\$21.01
1 ½ inch meter.....	\$27.14
2 inch meter.....	\$36.24
3 inch meter.....	\$59.11
4 inch meter.....	\$88.94
6 inch meter.....	\$156.42
8 inch meter.....	\$203.04

(2) Charges per each 1,000 gallons or portion thereof: 0 to 15,000 gallons... \$3.03

15,000 to 15,001 gallons.....	\$9.91
15,001 to 30,000 gallons.....	\$3.38
30,000 to 35,000 gallons.....	\$3.40
35,000 to 35,001gallons.....	\$9.26
Over 35,001 gallons.....	\$3.40

Schedule C. Multi Family Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter.....	\$18.07
1 inch meter.....	\$21.01
1 ½ inch meter.....	\$27.14
2 inch meter.....	\$36.24
3 inch meter.....	\$59.11
4 inch meter.....	\$88.94
6 inch meter.....	\$156.42
8 inch meter.....	\$203.04

Multi Family residents whose water rates increase because of Ordinance 2013-26 affixing the rate structure for “Multi Family Inside City Limits” may request a 2% reduction of their current minimum monthly bill as assigned by the Water Rates prescribed to be “Residential Inside City Limits” from the Weslaco City Manager.

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons	\$3.03
---------------------------	--------

15,000 to 15,001 gallons (An Addition to the base fee when this level is reached.)	
.....	\$9.91
15,001 to 30,000 gallons.....	\$3.38
30,000 to 35,000 gallons.....	\$ 3.40
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)	
.....	\$9.26
Over 35,001 gallons.....	\$3.40

Schedule D. Irrigation Meters Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter.....	\$10.47
1 inch meter.....	\$14.06
1 ½ inch meter.....	\$22.35
2 inch meter.....	\$31.46
3 inch meter.....	\$54.33
4 inch meter.....	\$84.16
6 inch meter.....	\$151.64
8 inch meter.....	\$198.26

(2) Charges per each 1,000 gallons or portion thereof: 0 to 10,000 gallons

.....\$2.97

10,000 to 15,000 gallons..... \$2.97

Over 15,000 gallons.....\$3.07

(3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

Schedule E. Service Provided to Customers Residing Outside of the City Limits

(1) The monthly water charges for any customer (residential, commercial, multi-family, irrigation, or other) located outside the corporate limits of the City of Weslaco shall be at the rate of 150% of the rate charged customers inside the corporate limits of the City.

III. DROUGHT CONTINGENCY PLAN

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of drought, emergency conditions, or other water shortages, this water plan incorporates the following regulations and restrictions of the delivery and consumption of water, to be adopted and enforced via City of Weslaco (the City) ordinance.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this section.

A. Public Involvement

Opportunity for the public to provide input into the preparation of the Drought Plan was provided by the City of Weslaco by scheduling and providing public notice of a public meeting to accept input on the Drought Plan.

B. Public Education

Weslaco Public Utility will periodically provide the public with information about drought Contingency Plan, including information about the conditions under which each stage of the Drought Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of periodic publications in the local newspaper and utility bill inserts or mail-out.

C. Coordination with Regional Water Planning Groups

The consumer conveyance and necessity (CCN) of the Weslaco Public Utility is located within the lower Rio Grande Valley. The City of Weslaco has provided a copy of this Water Conservation and Drought Contingency Plan to the Lower Rio Grande Valley Development Council Region M.

D. Implementation and Enforcement

The City Manager, or his/her designee, is authorized and directed to implement the applicable provisions of this plan upon their determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee, is authorized to initiate or terminate response measures as described in this Plan. In case of an emergency situation (e.g. canal breakdown, pump failures, line ruptures, etc.) the City Manager, or his/her designee, is authorized to take immediate minimize or mitigate the risks and impacts of the water supply emergency. Steps in an emergency can include activation of any relevant portions of this plan, as determined appropriate by the City Manager, or his/her designee.

E. Triggering Criteria and Response Stages

The City Manager, or his/her designee, shall monitor water supply and demand conditions on a monthly basis, and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on water supply considerations and extraordinary circumstances faced by the water system. For the water supply, the source of information is the levels of U.S. water storage in Amistad and Falcon Reservoirs at which stages of the Plan will be implemented or terminated. For the non-supply related triggers, the stages will be terminated whenever the level of service is restored to normal.

In the case of the water supply triggers, the stage determination is intended to be progressive, but for extraordinary circumstances the City Manager or his/her designee may invoke any stage at any time, at his/her discretion.

Upon determining that a trigger condition has been reached and a stage of the Plan initiated, the City Manager, or, shall implement the following notification procedures and practices.

Stage 1 Triggers – Mild Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 51% or 1,660,000 AF (or below), Stage 1 of the Plan shall be initiated. When the level is above this amount, this stage may be terminated.

When water demand projections for the year suggest that the City’s available water rights may be used at 95 percent.

Target

Achieve a voluntary 2% reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.

Best Management Practices for Demand Management

Inform the public through notification channels described above that a trigger condition has been reached, and that they should look for ways to voluntarily reduce water use. Specific steps which can be taken will be provided as part of the public notification. Directly notify major water users, as defined previously, of the situation and request voluntary water use restrictions.

Wholesale customers are also directly notified of the activation of the Plan, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan.

Stage 2 Triggers – Moderate Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 25% or 834,600 AF (or below), Stage 2 of the Plan shall be initiated. When the level is above this amount, this stage may be terminated.

When a condition, natural or manmade, causes system-wide problems and in the opinion of the City, the normal and customary level of water service may be diminished for a period of time.

When water demand projections for the year suggest that the City's available water rights may be used at 98 percent. Target Achieve a three percent reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.

Best Management Practices for Demand Management

1. Under Stage 2 the City Manager, or his/her designee, may restrict the watering of grass and vegetation as follows:

a. The watering of trees, shrubbery, gardens, vegetables, and flowers may be permitted through the means of a hand-held hose equipped with a positive shutoff nozzle, a drip irrigation system, a hand-held bucket or watering can, or a sprinkler system which is either attended throughout its use or is equipped with an automatic shutoff.

b. The watering of residential lawns will be prohibited except on irrigation days. Irrigation days will be permitted once every seven (7) days from midnight to 7:00am and from 7:00pm to midnight. Odd numbered addresses will be allowed to water on Tuesdays, and even numbered addresses will be allowed to water on Thursday. Hand-held hose or drip irrigation is permitted any day.

c. Commercial nurseries and sod farms shall be exempted from the prohibitions of this subparagraph and shall be permitted to water nursery stock by means of a hand-held bucket or watering can, or a sprinkler system which is attended throughout its use, is equipped with an automatic shutoff, or recaptures and re-circulates irrigation water.

2. Adding water to swimming pools is permitted only on irrigation days.

3. Allowing water to run off yards or plants into gutters or streets shall be deemed a waste of water and is prohibited.

4. The washing of automobiles, trucks, trailers, boats, airplanes, and any other type of mobile equipment is prohibited except that individuals may wash their private cars or boats if they use a bucket, pail, or normal sized receptacles, and further that filling stations shall wash their customers' cars with a bucket, pan, pail, or other receptacle not larger than of five-gallon capacity. An individual or filling station, after washing, shall be permitted to rinse the car or boat off with a hose, using only a reasonable amount of water in doing so. Commercial or automatic car wash establishments shall use minimum practical water settings.

5. The washing of building exteriors and interiors, trailers, trailer houses, and railroad cars is prohibited, except where in the interests of public health the City Manager, or his/her designee, may permit limited use of water on a case-by-case basis.

6. The permitting or maintaining of defective plumbing in a home, business establishment, or any location where water is used on the premises is prohibited. This defective plumbing shall include, but not be limited to, the existence of out-of-repair water closets, underground leaks, defective faucets and taps. The permitting of water to flow constantly through a tap, hydrant, valve, or otherwise by a user of water connected to the city system, shall be considered as wasting of water and is prohibited.

7. The use of fire hydrants for any purpose other than firefighting is prohibited, except where the City Manager, or his/her designee, may permit the use of metered fire hydrant water by the city or by commercial operators using jet rodding equipment to clear sanitary and storm sewers.
8. The use of water in ornamental fountains or in artificial waterfalls where the water is not reused or re-circulated in any manner is prohibited.
9. The use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area, building, or structure is prohibited.
10. The use of water for dust control is prohibited.
11. The use of potable water by a golf course to irrigate any portion of its grounds except those areas designated as tees and greens, and except between the hours of 6:00 am and 9:00 AM on designated watering days (see 1a above) is prohibited.
12. Any use of water for the purposes or in a manner prohibited in this section shall be deemed to be a waste of water, and any person violating any of the provisions of this article and any person in whose name a water meter connection is registered in the water department which water connection serves premises upon which a violation occurs, and proof that the particular premises has a water meter connection registered in the name of the defendant in the complaint, shall constitute in evidence a prima facie presumption that the person in whom such water connection was registered was the person who permitted or caused the act of waste charged to occur on the premises.
13. Wholesale customers are also directly notified of the activation of this Stage and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan. See section 3.12 below

Stage 3 Triggers – Severe Water Shortage Conditions

When the level of U.S. water stored in Amistad and Falcon reservoirs reaches 15% or 504,600 MAF (or below), Stage 3 of the Plan shall be initiated. When the level is above this amount, this stage may be terminated.

When a condition related to extraordinary circumstances, such as impact on the water system due to natural disasters or unanticipated restrictions on the raw water delivery system, severely and immediately diminishes the City's ability to deliver a normal and customary level of water.

When water demand projections for the year suggest that the City's available water rights may be used at 100 percent.

Target

Achieve a four percent reduction in total daily water use. This reduction will be measured based on the average water use for thirty (30) days prior to the initiation of the stage.)

Best Management Practices for Demand Management

1. New service connections to the City's water system are prohibited where some other source independent of the City's water supply is existing and in use at the time of adoption of this Plan.
2. The use of water to serve a customer in a restaurant unless requested by the customer is prohibited.
3. The use of water for the expansion of commercial nursery facilities is prohibited.
4. The use of water for scenic and recreational ponds and lakes is prohibited.
5. The use of water for private, single-family residential swimming, wading, and Jacuzzi-type pools, hot tubs and the like or similar uses is prohibited.
6. The use of water for municipally owned swimming pools is prohibited.
7. The use of water for privately owned neighborhood and subdivision swimming pools is prohibited.
8. The use of water to put new agricultural land into production is prohibited.
9. The use of water for new planting or landscaping is prohibited.
10. No application for new, additional, further expanded, or increased in size water service connection, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved, or installed except as approved by the City Manager, Allocation and Review Committee, and City Planning Department.
11. The City will require that industrial and commercial users implement an individual curtailment plan. The curtailment goal will aim to allow the user a reasonable level of operation; however, the City will reserve the right to require additional mandatory curtailments, if a state of emergency is declared.
12. The maximum monthly use for a residential customer will be 15,000 gallons. Revised rates and penalties will be implemented on all water used in excess of that amount. The rate will increase to 1-1/2 times the normal rate, and penalties will be administered as listed in section 3.10 below.
13. The City Council and City Manager shall take those actions deemed necessary to meet the conditions resulting from any emergency.
14. Wholesale customers are also directly notified of the activation of this Stage, and requested to voluntarily reduce consumption to the target levels. Where contracts include appropriate clauses, water supplied to these customers will be automatically reduced by the target amount to guarantee compliance with the Plan. See section 3.12 below.

IV. PENALTY OF VIOLATIONS

An ordinance establishing the City's Drought Contingency Plan and providing penalties for non-compliance has been drafted and presented to the City Commission for adoption. The City Manager is authorized to implement the Drought Contingency Plan including decisions regarding the determination of water supply and water demand conditions, whether to upgrade and downgrade the conditions and whether to initiate specified actions or terminate such action when conditions warrant. The City Manager shall also have the authority to promulgate rules and regulations if necessary to protect the public health and safety in the event of water system failure. The City's Police Department and Public Utilities Department is empowered to enforce the conditions of the Drought Contingency Plan. The following enforcement provisions shall be activated as part of the Plan to ensure compliance with its restrictions.

(a) No person shall knowingly or intentionally allow the use of water from the City of Weslaco for residential, commercial, industrial, agricultural, governmental, or any purpose in a manner contrary to the provisions of this plan, or in an amount in excess of that permitted by the stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50.00 dollars and not more than \$500.00 dollars.

(c) To implement the requirements of this plan, the following steps will be utilized to address those individuals who are not complying with the plan. Any City of Weslaco Code Enforcement Officer may issue a citation to a person he/she reasonably believes to be in violation of this ordinance. The citation issues will be the standard NOTICE OF VIOLATION currently in use.

Step 1: Verbal communication instructing the party to discontinue non-compliance

Step 2: If non-compliance continues, a citation will be issued

Step 3: If non-compliance continues, assess fines according to the City Ordinance instituting this plan.

Step 4: If non-compliance continues, and the fines are not paid, the City will disconnect the water service and a reconnect fee will be required to re-institute the service.

A. Variances

The Water Conservation Management Committee may, in writing, grant temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance, and if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

(b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Weslaco within five (5) days after the Plan or a particular stage has been invoked. All petitions for variances shall be reviewed by the Water Conservation Management Committee and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water uses restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

B. Wholesale Customers

The City of Weslaco will include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039 in the event this plan is activated, shall distribute water to all current and future wholesale providers in accordance with this plan. Existing customers shall be requested to reduce demand as described below and are subject to the same use prohibitions listed above.

Upon activation of any stage of this Plan, wholesale customers shall be directly notified within twenty- four (24) hours. Wholesalers are required to notify their customers within seven (7) days of the activation of any stage of this plan. All relevant portions of this plan are effective at the end of this seven (7) day period.

The notification to wholesale customers shall include the following language:

“The City reserves the right, under section 11.039(b)(2) of the Texas Water Code, to reduce the amount of water supplied to wholesale customers in accordance with the goals established under the Drought & Emergency Contingency Plan. Wholesale suppliers are encouraged to adopt this or a similar plan to achieve the necessary demand reductions within their system that will accomplish the goals of the City of Weslaco Drought Contingency Plan. Any reduction in water supplied to wholesale customers shall be limited to those stated in the targets for each stage (e.g. Stage 1, 2% reduction from previous thirty-day water consumption), unless otherwise determined by the City Manager, or his/her designee, as described in the complete plan.”

V. UTILITY PROFILE

A. Service Area

The City of Weslaco is located in South Texas, east of McAllen and west of Harlingen in the Rio Grande Valley area. The City holds Certificate of Convenience and Necessity (CCN) no. 10568, serving an area of 12.9 square miles.

The City provides water to residential, commercial, and industrial concerns within its municipal boundaries and Extra-Territorial Jurisdiction (ETJ); the service also includes subdivisions and colonias in the ETJ. In addition, Weslaco provides water on a wholesale basis to Military Highway and North Alamo Water Supply Corporations.

Wastewater service is provided inside the City limits and to selected developments in the ETJ.

B. Water System Description

The City of Weslaco has a total of 4 water treatment plants three of them were originally constructed in 1940s and 1970s with a new addition Plant 5 that was added 2017. The plants treat Rio Grande river surface water with conventional surface water treatment and are rated at 18 MGD. With three ground storage tanks at the plant site have a capacity of 3.130 million gallons. Over the last three years the plant worked at an average daily flow of 4.8 MGD, with the new addition of Plant 5 high production summer no longer peak near its rated capacity.

The distribution system includes 126 miles of transmission lines and water mains and it has four elevated storage tanks with a combined capacity of 2.3 million gallons.

C. Wastewater System Description

The wastewater system includes 47 lift stations, and two wastewater treatment plants, with a combination of VCP and PVC pipe, ranging in size from 6 to 21 inches. A 30-in interceptor is being constructed.

The North WWTP is 4.9 MGD in capacity and the South WWTP 2.5 MGD. Both plants treat water to a secondary level and discharge into unnamed tributaries. The North plant is operating at 42 percent capacity; its effluent continues to the Arroyo Colorado and eventually reaches the Laguna Madre in the Gulf of Mexico. The South plant is operating at 60 % capacity; its effluent takes the Rio Grande valley floodway to the Laguna Madre. The treatment plants are owned and operated by the City of Weslaco.

Texas Commission on Environmental Quality

**UTILITY PROFILE & WATER CONSERVATION PLAN
REQUIREMENTS
FOR MUNICIPAL WATER USE BY PUBLIC WATER SUPPLIERS**

This form is provided to assist entities in water conservation plan development for municipal water use by a retail public water supplier. Information from this form should be included within a water conservation plan for municipal use. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Supply Division at (512) 239-4691.

Name of Entity:
City of Weslaco

255 S. Kansas, Weslaco, TX 78596-6285
Address & Zip:

Telephone Number: (956) 973-3146 Fax: (956) 968-2833
Marcelo Cosme
Form Completed By:
Title:

Water / Wastewater
Superintendent
Date:

Signature

Name and Phone Number of Person/Department responsible for implementing a water conservation program: Marcelo Cosme, Water/Wastewater Superintendent

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (square miles): 12.9
3. Current population of service area: 40,358
4. Current population served:
 - a. water 40,358
 - b. wastewater 40,358
5. Population served by water utility
6. Projected population for the previous five years: service area in the following decades:

Year Population

2018	40,360	2020	35,485
2017	40,358	2030	40,645
2016	39,984	2040	46,229
2015	39,539	2050	52,328
2014	39,901	2060	59,033

7. List source/method for the calculation of current and projected population:
Used US Census Bureau data.

B. Active Connections

1. active service is <u>X</u> or	2018 Active Connections (Treated Water Users)				Current number of connections. Check whether multi-family counted as Residential Commercial
	User Group	Metered	Unmetered	Total	
	Residential	9,307		9,307	
	Commercial	1,272		1,272	
	Industrial	NA		NA	
	Other	NA		NA	
	Total	10,579		10,579	

2. List the net number of new connections per year for most recent three years:

New Connections Last Three Years			
User Group	2016	2017	2018
Residential	9,634	9,105	9,307
Commercial	1,506	1,269	1,272
Industrial	NA	NA	NA
Other	NA	NA	NA

C. High Volume Customers

List annual water use for the five highest volume customers
(indicate if treated or raw water delivery)

2013 High Volume Customers (Treated Water)		
	Customer	Use (Kgal)
1	Military Hwy WSC	53,691
2	John Knox Village	19,295
3	North Side Apartments	18,146
4	Sevilla Apartment Homes	14,761
5	Knapp Medical Center	11,071

II. WATER USE DATA FOR SERVICE AREA A.

Water Accounting Data

1. Amount of water use for previous five years (in 1,000 gal.):

Please indicate: Diverted Water Treated Water

Water Production Last Five Years (Kgal)					
Month	2018	2017	2016	2015	2014
January	140,320	145,920	128,510	120,001	133,925
February	125,740	152,340	134,070	106,290	124,695
March	158,090	146,140	137,490	100,508	135,212
April	147,590	159,774	137,120	115,282	139,455
May	171,030	183,380	140,640	125,580	135,250
June	168,420	175,150	133,870	123,410	163,269
July	173,450	192,050	181,130	154,880	180,557
August	204,050	200,040	180,340	129,880	190,475
September	164,050	145,420	148,280	132,240	126,608
October	141,540	141,280	160,780	129,880	141,619
November	136,840	145,110	142,220	117,230	118,041
December	148,180	141,750	137,270	129,970	116,583
Total	1,830,470	1,928,354	1,761,720	1,485,151	1,705,689

Indicate how the above figures were determined (e.g., from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

The water treatment plant has a meter for finished water going into the distribution system. The meter is read daily and amount of treated water delivered is calculated.

2. Amount of water (in 1,000 gallons) delivered (sold) as recorded by the following account types for the past five years.

Water Sold to All Users (Kgal)					
User Group	2018	2017	2016	2015	2014
Residential	819,137	378,240	1,512,125	692,678	969,111
Commercial	448,491	695,454	56,957	503,499	436,052
Industrial					
Wholesale					
Other					
Total					

3. List previous five years records for water loss (the difference between water diverted (or Treated) and water delivered (or sold))

Water Losses		
Year	Amt (Kgal)	%
2018	299,070	16.07
2017	573,848	30.36
2016	220,683	12.28
2015	262,410	17.09
2014	208,166	15.58

B. Projected Water Demands

If applicable, attach projected water supply demands for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirement from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized with each:

Water Supply (ac-ft)		
Type	Source	Amount
Surface Water	Rio Grande River	8,030.470
Groundwater	Local Aquifer	525.6
Contracts		NA
Other		NA

B. Treatment and Distribution System

- Design daily capacity of system: 18 MGD
- Storage Capacity: Elevated 2.3MG, Ground 3.130 MG
- If surface water, do you recycle filter backwash to the head of the plant?
Yes X No. If yes, approximately 15.7 MGD

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s): 7.4 MGD
2. Is treated effluent used for irrigation on-site, off-site X, plant wash-down X, or chlorination/dichlorination?
If yes, approximately 8,000,000 gallons per month.
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed of. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and, if wastewater is discharged, the receiving stream. If possible, attach a sketch or map which locates the plant(s) and discharge points or disposal sites.

B. Wastewater Data for Service Area

1. Percent of water service area served by wastewater system: 98 %
2. Monthly volume treated for previous three years (in 1,000 gallons):

Wastewater Treatment Last Three Years (Kgal)			
Month	2018	2017	2016
January	150.58	148.90	117.33
February	142.56	130.42	104.76
March	152.12	152.42	114.70
April	141.04	136.97	110.72
May	144.25	145.28	110.38
June	194.65	141.09	108.51
July	166.87	142.29	109.43
August	162.31	146.38	124.22
September	164.94	148.89	122.25
October	167.70	163.39	116.12
November	148.59	154.24	110.19
December	152.05	151.94	112.91
Total	1,887.66	1,762.21	1,677.08

RESOLUTION NO. 2023-46

THE STATE OF TEXAS	§	ADOPTING THE 2019	UPDATED	WATER
COUNTY OF HIDALGO	§	CONSERVATION PLAN	AND	DROUGHT
CITY OF WESLACO	§	CONTINGENCY PLAN.		

A RESOLUTION OF THE CITY OF WESLACO, TEXAS ADOPTING A WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN:

1. ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF THE DROUGHT RESPONSE STAGES.
2. ESTABLISHING RESTRICTIONS ON CERTAIN WATER USES.
3. ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISION FOR ENFORCEMENT OF THESE RESTRICTIONS.
4. ESTABLISHING PROCEDURES FOR GRANTING VARIANCES; AND
5. PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco recognizes that the amount of water available to the City and its customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City of Weslaco recognizes that natural limitations due to drought conditions and other Acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules for the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a water conservation and drought contingency plan; and

WHEREAS, It is in the best interest of the citizens and customers of the City of Weslaco to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO THAT:

SECTION 1.

That the City of Weslaco Water Conservation and Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the City of Weslaco.

SECTION 2.

That all resolutions that conflict with the provisions of this resolution are, and the same are hereby, repealed and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3.

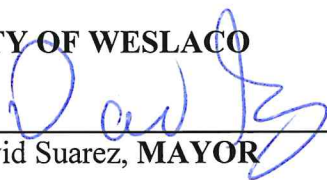
Should any paragraph, sentence, subdivision, clause, phrase, or section of this resolution held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole or any part of provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4.

This resolution shall take effect immediately from and after its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION on this 1st day of August, 2023.

CITY OF WESLACO



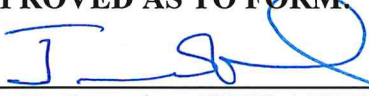
David Suarez, **MAYOR**

ATTEST:



Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:



Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6966	
From:			
Subject: Discussion and consideration on the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2023 pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)			
Background: The agreement outlines terms, conditions and costs that allow the Hidalgo County Elections Department to conduct the City of Weslaco General Election on November 7, 2023, which includes managing the polling locations during early voting and election day and providing equipment and workers. The local ballot includes the Mayor and City Commissioner Districts 1 and 2.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: 2023 Election cost estimate, 2023 Elections Contract			
Responsibilities upon Approval: Execute and forward to the Hidalgo County Elections Department for Commissioners Court approval.			



2023 Hidalgo County Elections Contract Estimate

EXHIBIT A

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.**

ELECTION: City of Weslaco Mayor, Commissioner District 1 & 2		DATE: November 7, 2023			
6.01	Coding Services for HART	Price	Quantity	Total	
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00	
B	Ballot Audio Files	\$10.00	9	\$90.00	
C	Election Media per Polling Location(s)	\$100.00	3	\$300.00	
D	Verity Controller(s)	\$465.00	3	\$1,395.00	
D	Verity Touch Duo Machine(s)	\$447.00	6	\$2,682.00	
D	Verity Scan and Ballot Box	\$610.00	3	\$1,830.00	
D	Verity Duo Go Carrier (Curbside Voters)	\$150.00	6	\$900.00	
E	Delivery/ Pick-up Fee (includes Mileage)	\$1,100.00	1	\$1,100.00	
Total iVotronic Coding Charges				\$8,772.00	
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total	
A	Voter Registration Database Access (Per Day)	\$100.00	13	\$1,300.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	3	\$450.00	
C	Printer Labels (22,824 per vote)	\$0.03	45648	\$1,369.44	
D	Username/Password - Per Polling Location	\$20.00	3	\$60.00	
Total Electronic Poll Book Charges				\$3,179.44	
6.03	Supplies	Price	Quantity	Total	
	Early Voting Combination Forms	\$0.55	475	\$261.25	
	Election Day Combination Forms	\$0.55	475	\$261.25	
	Election Judge Kit for Early Voting	\$50.00	1	\$50.00	
	Election Judge Kit for Election Day	\$50.00	2	\$100.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	22824	\$2,282.40	
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	22824	\$9,129.60	
	I VOTED stickers (per vote)	\$0.01	22824	\$228.24	
	Polling Location Map(s)	\$17.00	3	\$51.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	500	\$100.00	
	Covid PPE's per location	\$0.00	1	\$0.00	
Total Supplies Charges				\$12,463.74	
6.04	Mail & Ballot Service	Price	Quantity	Total	
	Mail-in-Paper Ballots	\$0.40	350	\$140.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	350	\$700.00	
	Postage Mail-in-Ballots (per request)	\$0.73	350	\$255.50	
	Correspondence Postage	\$0.58	2	\$1.16	
Total Mail & Ballot Service Charges				\$1,096.66	
6.05	Advertisements/Notices	Price	Quantity	Total	
	The Monitor newspaper	\$1,800.00	1	\$1,800.00	
	Local newspaper		0	\$0.00	
Total Advertisement/Notice Charges				\$1,800.00	
6.07	*Payroll for Training and Election Poll Workers	Price	Total		
	Payroll for Early Voting Employees	\$17,007.00	\$17,007.00		
	Payroll for Election Day Employees	\$2,530.00	\$2,530.00		
Total Payroll Charges				\$19,537.00	
	Payroll for Staff Overtime	Price	Total		
	Payroll for Early Voting and Eleciton Day Staff Employees	\$5,500.00	\$5,500.00		
Total Payroll Charges				\$5,500.00	
6.08	Payroll for Ballot Board	Price	Quantity	Total	
	Ballot Board	\$850.00	1	\$850.00	
Total Ballot Board Charges				\$850.00	
6.10	Insurance	Hourly rate	Hours wk	%	Total
	Liability insurance for Early Voting Supervisors (1)	\$ 14.00	171.5	0.0021	\$5.04
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Alternate/Clerks (7)	\$ 12.00	1200.5	0.0021	\$30.25
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges (2)	\$ 14.00	31	0.0021	\$0.91
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternate/Clerks (11)	\$ 12.00	170.5	0.0021	\$4.30
	(hourly rate X hrs worked X .0021)				
Total Insurance Charges					\$40.50
6.11	Cell Phones	Price	Quantity	Total	
	Verizon Wireless phone (subject to change with out notice)	\$45.00	3	\$135.00	
Total Cell Phone Charges				\$135.00	
6.12				Subtotal	\$53,374.34
				Administrative Fees (10%)	\$5,337.43
				ESTIMATED GRAND TOTAL	\$58,711.77

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda Salinas**, hereinafter referred to as “**ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **CITY OF WESLACO** hereinafter referred to as the “**ENTITY**”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **NOVEMBER 7, 2023**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 7, 2023**, election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 7, 2023**, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 7, 2023**, and any runoff, if applicable.
- 1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:
 - (A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
 - (B) Prepare and provide Hart Hybrid training for election workers;
 - (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;
 - (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

- (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
- (F) Provide training for Judges/Clerks;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1. Ballots (print and distribution only);
 - 2. Election kits and election paperwork;
 - 3. Ballot boxes and voting booths;
- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Procure Early Voting polling places and Election Day polling places;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;
- (L) Notify the election judges of the date, time and place of the election;
- (M) Procure and pay election judges and clerks for Early Voting and Election Day voting;
- (N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (O) Procure and pay Ballot Board members;
- (P) Provide information for election officers;
- (Q) Provide such incidental related services as may be necessary to conduct the election;
- (R) Serve as the Early Voting Clerk;
- (S) Establish a Central Counting Station for the purpose of tabulating ballots; and
- (T) Tabulate election results in preparation for ENTITY's canvassing.
- (U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- (V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

- (W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- (Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.
- (Z) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of \$10.00 per hour per person.
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY'S governing body;

- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election, as applicable;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate sample ballot and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid:

- (A) One base charge of \$475.00 for Coding Hybrid voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) A fee of \$610.00 for each Verity Scan/ Ballot Box, a fee of \$150.00 for each Verity Duo Go (curbside voting machine), a fee of \$465.00 for each Verity Controller, and a fee of \$447.00 for each Verity Touch Duo Voting Machine, with a minimum of two per polling site.
- (E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- (A) Database access at \$100.00 per day;
- (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
- (C) Printer label fee of \$.03 per label (price subject to change);
- (D) Creation of separate Username and password for each polling location at \$20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;

6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;

- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Early Voting Ballot Board judge at \$14.00 per hour and Early Voting Ballot Board members at \$12.00 per hour;
- 6.09 One copy of canvass report will be provided to the ENTITY electronically at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.12 Billing:
- (A) The form of the invoice to be used in the final billing by the COUNTY, includes good faith estimate of costs which reflects 100% voter turnout based on the total amount of entity's registered voters and is attached hereto as Exhibit A.
 - (B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).
 - (C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice. Deposits are highly encouraged.
 - (D) Payment shall be made by check payable to the Hidalgo County Elections Department.
 - (E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Ann Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

David Suarez
Mayor
255 S. Kansas Ave.
Weslaco, Texas 78596

(F) Any balances, if any remain after the payment of all costs of election bills, shall be paid in full within 30 days.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO CONTRACTED FOR USE OF THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT IF LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this _____ day of _____, 2023

APPROVAL COUNTY OF HIDALGO:

The City Of Weslaco
ENTITY

BY: _____

RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____

David Suarez, MAYOR

PRINT: David Suarez

TITLE: Mayor

ATTEST:

BY: _____

ARTURO GUAJARDO, JR.

COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____

HILDA SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY

TORIBIO "TERRY" PALACIOS

BY: _____

JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-7025	
From:			
Subject: Discussion and consideration to purchase from Silsbee Toyota, Buyboard Vendor Contract 601-19 a 2023 Sienna LE Van for an amount not to exceed \$40,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA NORMA CANTU Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: WESLACO SIE 5402 BB 051223 (003)			
Responsibilities upon Approval:			

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #601-19

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Toyota, 1396 Hwy 327 E, Silsbee TX 77656

End User: CITY OF WESLACO

Prepared by: RICHARD HYDER

Contact: HOMER RHODES 956.447.2240

Phone: (409) 300-1385

Phone/email: HRHODES@WESLACOTX.GOV

Email: rhyder.cowboyfleet@gmail.com

Product Description:	TOYOTA SIENNA
-----------------------------	---------------

Date: May 12, 2023

A. Bid Series: 375

A. Base Price:	\$ 29,645.00
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B. Published Options [Itemize each below]

[illegible]

Total of B. Published Options:	\$ 8,274.00
---------------------------------------	--------------------

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 \%

[illegible]

Total of C. Unpublished Options:	\$ -
---	-------------

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$	-
----	---

F. Manufacturer Destination/Delivery:

§ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

§ -

H Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 450 miles

\$	787.50
----	--------

K. Subtotal:

\$	38,706.50
----	-----------

L. Quantity Ordered 1 x **K** =

\$	38,706.50
----	-----------

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$	400.00
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O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 39,106.50



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6855	
From: Rosalinda Cavazos			
Subject: Discussion and consideration on Resolution 2023-56 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The Public Investments Funds Act requires annual reviewal and approval as per Section 2256 of the Texas Governmental Code.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Resolution.			
Attachments, if any: 100423 Investment Policy Memo, R2023-56 ADOPTING INVESTMENT POLICY, EXHIBIT A: INVESTMENT POLICY			
Responsibilities upon Approval: File.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 4, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Investment Policy

.....

I have attached the City of Weslaco's Investment Policy which was last reviewed and adopted on May 2, 2023.

Chapter 2256, Government Code .005(e) states that the "Governing body must annually review policy and strategies". As the Investment Officer, I have reviewed the policy and have no recommendation to change its present structure.

Staff recommend acceptance of the Investment Policy as presented.

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RESOLUTION NO. 2023-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS APPROVING THE
INVESTMENT POLICY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires the governing body of an investing entity to adopt by rule, order ordinance, or resolution, a written investment policy regarding the investment of its funds; and

WHEREAS, once an investment policy has been adopted, the PFIA also requires the governing body to review the investment policy and investment strategies annually; and

WHEREAS, the PFIA states that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

WHEREAS, the City's designated Investment Officer has reviewed the current investment policy and recommends changes as presented herein and recommends approval; and

WHEREAS, the City Commission desires to approve the amended Investment Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF WESLACO, TEXAS:

SECTION 1. THAT, the City Commission has reviewed the attached Investment Policy for the City of Weslaco and the policies and strategies contained therein (Attachment "A").

SECTION 2. THAT the City Commission hereby adopts the attached Investment Policy as the City's Investment Policy.

SECTION 3. THAT all resolutions, or parts of resolutions in force with provisions relating to this resolution, which are inconsistent or in conflict with the terms or provisions contained herein, are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.

SECTION 4. THAT this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 10TH day of October 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

CITY OF WESLACO, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Weslaco to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. Chapter 2256 of the Government Code, as amended from time to time by the Texas State Legislature ("Public Funds Investment Act") requires each city to adopt rules governing its investment practices and to define the authority of the investment official. The Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and prudent fiscal management of the City of Weslaco's funds.

II. INVESTMENT STRATEGY

The City of Weslaco maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium-term securities which will complement each other in a liability matching or a ladder maturity structure. The dollar weighted average maturity of 12 months or less will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate term maturities.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated

cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in investment pools, money market funds, collateralized bank deposits or highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

This investment policy applies to all financial assets held directly by the City of Weslaco. These financial assets are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include all monies in the following funds:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Fund
- Internal Service Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the governing body, unless specifically exempted.

Financial assets of the entity held and invested by trustees or fiscal agents are excluded from these policies; however, such assets shall be invested in accordance with state laws applicable to the investment of local government funds and in accordance with the City's primary investment objectives.

IV. INVESTMENT OBJECTIVES

The City of Weslaco shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term

investment of pooled idle cash.

- A. Safety.** Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each transaction shall be conducted in a manner to avoid capital losses, whether from securities defaults or erosion of market value.
- B. Liquidity.** The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Yield.** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.
- D. Public Trust.** Participants in the City's investment process shall act responsibly as public trust custodians. Investment officials shall avoid transactions which might impair public confidence in the City's ability to govern effectively.

V. RESPONSIBILITY AND CONTROL

- A. Investment Officer.** Management responsibility for the City's investment program is hereby delegated to (1) City Manager, (2) Finance Director, and (3) Assistant Finance Director, hereafter referred to as "Investment Officer". The Investment Officer shall have the authority, subject to the approval of the City Commission, to establish additional specific written procedures for the operation of the investment program which are consistent with this investment policy. The procedures shall include explicit delegation of authority, if any, to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Investment Officer. The Investment Officer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The Investment Officer shall attend at least one ten (10) hour training session relating to the officer's responsibility under the Act within 12 months after assuming duties. In addition to this initial ten (10) hour training requirement, the Investment Officer shall receive not less than eight (8) hours of instruction every two years thereafter, that

begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date. Such training shall be sponsored by an independent source and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

B. Internal Controls. The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Investment Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Clear delegation of authority to subordinate staff members.
5. Written confirmation for telephone (voice) transactions for investments and wire transfers.
6. Development of a wire transfer agreement with the depository bank or third party custodian.

VI. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the City's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's performance, provided that deviations from expectations are reported in a timely fashion to the City Commission and

appropriate action is taken to control adverse developments.

VII. ETHICS AND CONFLICTS OF INTEREST

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the city who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual selling to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

VIII. INVESTMENTS

The funds of the City available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments.

Authorized Investments:

1. Obligations, including letters of credit, of the United States and of its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
2. Direct obligations of the State of Texas and agencies and instrumentalities thereof.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States, including those fully insured by the Federal Deposit Insurance Corporation (FDIC).

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
5. Certificates of deposit issued by a depository institution that has its main office or branch office in Texas:
 - a. And such Certificates of Deposit are:
 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
 2. Secured by obligations that are described in Numbers 1, 2 or 3 set forth above.
 - b. Or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations set forth in Number 1 above pledged with a third party, other than an agency for the pledger, and purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
7. Investment pools which invest in instruments and follow practices allowed by current law. A thorough investigation of the pool is required prior to investing, and on a continual basis. The City Commission must approve a formal agreement to participate (by resolution) in each pool providing services to the City. The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Not Authorized:

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

1. Banker's Acceptances
2. "Bond" Mutual Funds
3. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

4. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
5. Collateralized mortgage obligations that have a stated final maturity date of greater than 5 years.
6. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IX. DIVERSIFICATION OF INVESTMENTS

The City recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the City's investment portfolio by institution, type of investment instrument, and term in maturity is the primary method to minimize investment risk. With the exception of U.S. Treasury securities, authorized pools, and insured or collateralized Certificates of Deposit, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Any portfolio security whose credit rating is placed on review for downgrade must be evaluated by the investment officer to determine if it is prudent to liquidate. Investments subsequently downgraded below the required minimum credit rating should be liquidated in a prudent manner.

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository. At least every five years a depository(ies) shall be selected through the City's banking services procurement process, which shall include a formal request for proposals (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Investment Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposit. Banks and other financial institutions seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Investment Officer.

Securities Dealers. The Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the City. In addition, a list shall be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment

services in the State of Texas. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to provide investment services to the City shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the investment policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the Investment Officer with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the Investment Officer or the City Commission, including the following information:

1. Audited financial statements.
2. Regulatory reports on financial condition.
3. Completed broker/dealer questionnaire.
4. Proof of National Association of Security Dealers (NASD) Certification or Financial Industry Regulatory Authority (FINRA) certifications and proof of state registration.
5. Any additional information considered necessary to allow the Investment Officer to evaluate the credit worthiness of the institution.

Financial Advisors. Financial advisors may be retained by the city under contract for periods not to exceed five years.

Investment Pools. A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

1. The types of investments in which money is allowed to be invested.
2. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
3. The maximum stated maturity date any investment security within the portfolio has.
4. The objectives of the pool.
5. The size of the pool.

6. The names of the members of the advisory board of the pool and the dates their terms expire.
7. The custodian bank that will safekeep the pool's assets.
8. Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation.
9. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
10. The name and address of the independent auditor of the pool.
11. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
12. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
13. A description of interest calculations and how interest is distributed, and how gains and losses are treated.

The Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of any City investments. The Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding investment policy or program changes determined to be necessary.

XI. SAFEKEEPING AND CUSTODY

Insurance or Collateral. All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the

Investment Officer or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate. The right of collateral substitution is hereby granted upon written approval by the Investment Officer.

Safekeeping Agreement. Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the Trustee.

Delivery vs. Payment. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Internal Control. The safekeeping procedures utilized in the City's investment program shall be reviewed annually by the independent auditor. This review will provide internal control by assuring compliance with policies and procedures. The Investment Officer and any other officers or employees of the City authorized to engage in investment transactions shall be bonded in an amount established by the governing body.

XII. INVESTMENT REPORTING

The Investment Officer shall prepare and submit to the City Commission at least quarterly a report regarding the status of the City's investment program. As to each investment, the report shall include the following information:

1. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired.

2. Unrealized gains and losses resulting from appreciation or depreciation by listing ending book and market value of securities for the period.
3. Average life and final maturity of an investment listed.
4. Coupon, discount or earnings rate.
5. Percentage yield on an annualized basis.
6. Purchase date and purchase price.
7. Percentage of the Portfolio represented by each investment category.
8. Statement of compliance of the City's investment portfolio with State Law and investment strategy and policy approved by the City Commission.

In addition, the report shall explain the quarter's total investment return and compare the return with applicable benchmarks.

The quarterly report shall also summarize recent market conditions, economic developments and anticipated investment conditions, and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the City Manager and City Commission.

XIII. AUDIT

In connection with the audit of City funds conducted by an independent certified public accountant, the auditor shall conduct a review of the City's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the City's audit.

XIV. INVESTMENT POLICY ADOPTION

The City of Weslaco's **INVESTMENT POLICY** shall be adopted by resolution of the City Commission. The policy shall be reviewed for effectiveness on an annual basis by the Investment Officer and any modifications will be recommended for approval to the City Commission. The City Commission shall review these investment policies and strategies not less than annually and any amendments to this policy must be made by

resolution of the City Commission.

Any investment held on the date of initial adoption of this policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this policy. The Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this policy in order to avoid the premature liquidation of any current investment.



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6941	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to approve Ordinance 2023-47 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-47 Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Ordinance amending the budget.			
Attachments, if any: 100423 EOY BA Memo, O2023-47 Exhibit A, O2023-47 Exhibit B, O2023-47 Exhibit C, O2023-47 Final Budget Amendment FY23			
Responsibilities upon Approval: Post in the General ledger.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 4, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: End of Year Budget Amendment

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The City is closing fiscal year 2023. It is incumbent of this office to present a balanced budget and make certain that one is presented.

I have attached the budget amendment forms and a detail listing on each of the major funds. The impact of this amendment on our major funds:

General Fund: \$-602,604

Water/Wastewater: \$ 454,910

Solid Waste: \$-247,341

Airport Fund: \$-136,969

Staff recommends approval of Ordinance and Budget Amendment.

Account Number	Dept / Function	Description	DEBIT	CREDIT
101-4000-401140	Revenue	ADVALOREM TAX SUPPL	\$ -	\$ 51,853
101-4000-413200	Revenue	ALCOHOLIC BEV TAX		10,000
101-4000-414010	Revenue	FRANCHISE AEP		50,000
101-4000-414100	Revenue	FRANCHISE TEXAS GAS SERVICE		2,186
101-4000-422010	Revenue	SUBDIVISION FEES		103,499
101-4000-422020	Revenue	CONDITIONAL USE PERMIT		800
101-4000-422022	Revenue	REZONING APPLICATION FEE		4,100
101-4000-422024	Revenue	BOARD OF ADJ & APPEALS		1,320
101-4000-422100	Revenue	HEALTH PERMITS		40,000
101-4000-431165	Revenue	SALE OF CEMETARY PLOTS		26,358
101-4000-432610	Revenue	AMBULANCE FEES		170,442
101-4000-439010	Revenue	OVER/UNDER		386
101-4000-450210	Revenue	US MARSHALLS TAS FORCE		32,146
101-4000-451256	Revenue	DEPLOYMENT - STATE REIMB		29,907
101-4000-460300	Revenue	INTEREST ON INVESTMENTS		147,960
101-4000-473810	Revenue	INSURANCE CLAIM PAYMENTS		48,705
101-4000-473820	Revenue	SETTLEMENT PROCEEDS		18,200
101-4000-476340	Revenue	DONATIONS - ANIMAL SHELTER		5,229
101-4000-478910	Revenue	MISCELLANEOUS REVENUE		31,228
101-5100-522043	CITY COMMISSION	TRAVEL & TRAINING	8,952	
101-5100-522520	CITY COMMISSION	MEMBERSHIP & SUBSCRIPTIONS	610	
101-5100-544045	CITY COMMISSION	OTHER SUPPLIES	26	
101-5100-548050	CITY COMMISSION	EQUIPMENT - NON-CAPITALIZED	3,004	
101-5101-510080	CITY MANAGER	OVERTIME	316	
101-5101-511120	CITY MANAGER	PENSION CONTRIBUTION	1,987	
101-5101-511140	CITY MANAGER	FICA TAX	380	
101-5101-511150	CITY MANAGER	MEDICARE TAX	578	
101-5101-511160	CITY MANAGER	WORKERS COMP	71	
101-5101-522810	CITY MANAGER	OTHER SERVICES	75	
101-5101-544001	CITY MANAGER	OFFICE SUPPLIES	64	
101-5103-10020	CITY SECRETARY	NON-EXEMPT WAGES		16,000
101-5103-522860	CITY SECRETARY	REMOTE ACCESS	289	
101-5103-522920	CITY SECRETARY	BANK & CREDIT CARD SERVICES	1,200	
101-5103-544001	CITY SECRETARY	OFFICE SUPPLIES	269	
101-5103-544016	CITY SECRETARY	MOTOR FUEL & LUBE	56	
101-5106-510010	FINANCE	EXEMPT WAGES		30,000
101-5106-510020	FINANCE	NON-EXEMPT WAGES	27,200	
101-5106-510080	FINANCE	OVERTIME	742	
101-5106-511160	FINANCE	WORKERS COMP	80	
101-5106-522240	FINANCE	ADVERTISING	361	
101-5106-533010	FINANCE	PROFESSIONAL SERVICES	4,415	
101-5109-510010	HR	EXEMPT WAGES	1,622	
101-5109-510020	HR	NON-EXEMPT WAGES		10,000
101-5109-510080	HR	OVERTIME	813	
101-5109-511160	HR	WORKERS COMP	47	
101-5109-522043	HR	TRAVEL & TRAINING		5,000
101-5109-522810	HR	OTHER SERVICES	10,391	
101-5109-533010	HR	PROFESSIONAL SERVICES	46,842	
101-5109-544026	HR	EDUCATIONAL SUPPLIES		5,000
101-5110-510020	BUILDING MAINT	NON-EXEMPT WAGES		30,000
101-5110-510080	BUILDING MAINT	OVERTIME	5,694	
101-5110-511100	BUILDING MAINT	GROUP HEALTH INS		10,000
101-5110-511160	BUILDING MAINT	WORKERS COMP	1,832	
101-5110-522380	BUILDING MAINT	UTILITIES	8,902	
101-5110-522626	BUILDING MAINT	MAINT-BUILDING	28,612	
101-5110-522627	BUILDING MAINT	MAINT-ALARMS	2,218	
101-5110-522628	BUILDING MAINT	MAINT-OTHERS	54	
101-5110-522634	BUILDING MAINT	MAINT-MACHINERY	234	
101-5110-522641	BUILDING MAINT	MAINT-HEAT & AC	34,322	
101-5110-522656	BUILDING MAINT	TERMITING	2,905	
101-5110-544005	BUILDING MAINT	JANITOR SUPPLIES	16,218	
101-5110-544016	BUILDING MAINT	MOTOR FUEL & LUBE	4,351	
101-5110-544045	BUILDING MAINT	OTHER SUPPLIES	278	
101-5111-510010	IT	EXEMPT WAGES	4,773	
101-5111-510080	IT	OVERTIME	475	
101-5111-511100	IT	GROUP HEALTH INS		3,000
101-5111-511160	IT	WORKERS COMP	238	
101-5111-522810	IT	OTHER SERVICES	115	
101-5111-544016	IT	MOTOR FUEL & LUBE	200	
101-5111-544045	IT	OTHER SUPPLIES	20	
101-5111-522780	IT	COMPUTER VENDOR SUPPORT		20,000
101-5111-554130	IT	COMPUTER HARDWARE/SOFTWARE		10,000

101-5120-510010	MUNCIPAL COURT	EXEMPT WAGES	1,161	
101-5120-510020	MUNCIPAL COURT	NON-EXEMPT WAGES	148	
101-5120-511160	MUNCIPAL COURT	WORKERS COMP	179	
101-5120-522043	MUNCIPAL COURT	TRAVEL & TRAINING	36	
101-5120-522440	MUNCIPAL COURT	POSTAGE	600	
101-5120-522920	MUNCIPAL COURT	BANK & CREDIT CARD SERVICES	1,832	
101-5120-544012	MUNCIPAL COURT	CLOTHING & LINENS	61	
101-5125-533023	LAW	CITY ATTORNEY RETAINER	24,005	
101-5125-533027	LAW	SPECIAL CASES		25,000
101-5140-522097	OTHER GENERAL EXP	CONTINGENY		20,000
101-5202-510010	POLICE	EXEMPT WAGES	42,945	
101-5202-510040	POLICE	CERTIFIED WAGES		200,000
101-5202-510080	POLICE	OVERTIME	135,946	
101-5202-510090	POLICE	OVERTIME GRANTS	135,057	
101-5202-511100	POLICE	GROUP HEALTH INS		40,000
101-5202-511160	POLICE	WORKERS COMP	41,084	
101-5202-522010	POLICE	COMMUNICATIONS	10,993	
101-5202-522043	POLICE	TRAVEL & TRAINING	28,201	
101-5202-522044	POLICE	TRAVEL & TRAINING - LEOSE	346	
101-5202-522240	POLICE	ADVERTISING	2,023	
101-5202-522360	POLICE	SUPPORT OF PERSONS	131	
101-5202-522810	POLICE	OTHERS SERVICES	6,646	
101-5202-544001	POLICE	OFFICE SUPPLIES	815	
101-5202-544016	POLICE	MOTOR FUEL & LUBE	26,496	
101-5202-544022	POLICE	LAB & PHOTO SUPPLIES	421	
101-5202-544026	POLICE	EDUCATIONAL SUPPLIES	445	
101-5202-544045	POLICE	OTHER SUPPLIES	3,049	
101-5202-550100	POLICE	CAPITAL OUTLAY	28,461	
101-5202-550110	POLICE	EQUIPMENT	30,889	
101-5202-554130	POLICE	COMPUTER HARDWARE/SOFTWARE		40,000
101-5202-554240	POLICE	VEHICLES	147,758	
101-5206-510010	FIRE	EXEMPT WAGES	2,468	
101-5206-510020	FIRE	NON-EXEMPT WAGES	5,509	
101-5206-510040	FIRE	CERTIFIED WAGES	87,674	
101-5206-510080	FIRE	OVERTIME	263,269	
101-5206-511100	FIRE	GROUP HEALTH INS		16,000
101-5206-511120	FIRE	PENSION CONTRIBUTION	689	
101-5206-511125	FIRE	FIREMEN'S PENSION CONTRIBUTION	98,189	
101-5206-511140	FIRE	FICA TAX	42,413	
101-5206-511150	FIRE	MEDICARE TAX	9,982	
101-5206-511160	FIRE	WORKERS COMP	57,582	
101-5206-511180	FIRE	UNEMPLOYMENT TAX		15,000
101-5206-522043	FIRE	TRAVEL & TRAINING	1,000	
101-5206-522080	FIRE	INSURANCE & BONDS	596	
101-5206-522240	FIRE	ADVERTISING	283	
101-5206-522380	FIRE	UTILITIES	19,482	
101-5206-522632	FIRE	MAINT-APPARATUS	15,607	
101-5206-533010	FIRE	PROFESSIONAL SERVICES		10,000
101-5206-544015	FIRE	BUNKER GEAR		10,000
101-5206-544016	FIRE	MOTOR FUEL & LUBE	35,000	
101-5208-522043	EMS	TRAVEL & TRAINING	1,000	
101-5208-522636	EMS	MAINT-VEHICLES	100	
101-5208-522810	EMS	OTHER SERVICES	14,673	
101-5208-544016	EMS	MOTOR FUEL & LUBE	15,000	
101-5208-544021	EMS	MEDICAL SUPPLIES	16	
101-5209-510080	EM	OVERTIME	322	
101-5209-510025	EM	PART-TIME WAGES		5,000
101-5209-522043	EM	TRAVEL & TRAINING	1,260	
101-5209-522639	EM	MAINT-RADIOS	1,859	
101-5209-522802	EM	HAZARD MITIGATION	293	

101-5210-510080	ANIMAL CONTROL	OVERTIME	23,508	
101-5210-511120	ANIMAL CONTROL	PENSION CONTRIBUTION	930	
101-5210-511140	ANIMAL CONTROL	FICA TAX	818	
101-5210-511150	ANIMAL CONTROL	MEDICARE TAX	191	
101-5210-511160	ANIMAL CONTROL	WORKERS COMP	1,343	
101-5210-511180	ANIMAL CONTROL	UNEMPLOYMENT TAX		1,000
101-5210-52300	ANIMAL CONTROL	EQUIPMENT RENTAL	3,611	
101-5210-522380	ANIMAL CONTROL	UTILITIES	1,140	
101-5210-522440	ANIMAL CONTROL	POSTAGE	76	
101-5210-522720	ANIMAL CONTROL	ANIMAL SHELTER	21,829	
101-5210-544005	ANIMAL CONTROL	ANIMAL SHELTER SUPPLIES	15,829	
101-5210-544016	ANIMAL CONTROL	MOTOR FUEL & LUBE	20,000	
101-5210-544045	ANIMAL CONTROL	OTHER SUPPLIES	366	
101-5210-548050	ANIMAL CONTROL	EQUIPMENT-NON CAPITALIZED	5,252	
101-5210-553120	ANIMAL CONTROL	IMPROVEMENTS	27,150	
101-5210-554131	ANIMAL CONTROL	TOOLS & EQUIPMENT	14,650	
101-5210-554240	ANIMAL CONTROL	VEHICLES		5,000
101-5300-510010	PW ADMIN	EXEMPT WAGES		100,000
101-5300-510020	PW ADMIN	NON-EXEMPT WAGES	100	
101-5300-510080	PW ADMIN	OVERTIME	178	
101-5300-511100	PW ADMIN	GROUP HEALTH INS		7,000
101-5300-511120	PW ADMIN	PENSION CONTRIBUTION		5,000
101-5300-511160	PW ADMIN	WORKERS COMP	46	
101-5300-522043	PW ADMIN	TRAVEL & TRAINING	500	
101-5300-522080	PW ADMIN	INSURANCE & BONDS	1,037	
101-5300-522810	PW ADMIN	OTHER SERVICES	1,281	
101-5300-544016	PW ADMIN	MOTOR FUEL & LUBE	5,000	
101-5300-548050	PW ADMIN	EQUIPMENT - NON-CAPITALIZED	2	
101-5304-510020	STREETS	NON-EXEMPT WAGES	5,505	
101-5304-510080	STREETS	OVERTIME	9,184	
101-5304-511100	STREETS	GROUP HEALTH INS		10,000
101-5304-511140	STREETS	FICA TAX	635	
101-5304-511150	STREETS	MEDICARE TAX	286	
101-5304-511160	STREETS	WORKERS COMP	5,687	
101-5304-511180	STREETS	UNEMPLOYMENT TAX		3,000
101-5304-522389	STREETS	UTILITIES STREET LIGHT	95,659	
101-5304-522624	STREETS	MAINT-STREETS & IMPV	4,041	
101-5304-522634	STREETS	MAINT-MACHINERY	3,653	
101-5304-522658	STREETS	SUMMER STRIPING PROGRAM	113,282	
101-5304-533050	STREETS	STREET LIGHT INSTALLATION	5,021	
101-5304-544001	STREETS	OFFICE SUPPLIES	377	
101-5304-544016	STREETS	MOTOR FUEL & LUBE	3,000	
101-5304-544025	STREETS	CHEMICALS	945	
101-5304-544045	STREETS	OTHER SUPPLIES	1,500	
101-5304-548050	STREETS	EQUIPMENT - NON-CAPITALIZED		5,000
101-5304-550100	STREETS	CAPITAL OUTLAY	31,650	
101-5304-554131	STREETS	TOOLS & EQUIPMENT	17,347	
101-5304-554240	STREETS	VEHICLES	49,625	
101-5307-510080	DRAIN DITCH	OVERTIME	15,917	
101-5307-511100	DRAIN DITCH	GROUP HEALTH INS		15,000
101-5307-511160	DRAIN DITCH	WORKERS COMP	4,483	
101-5307-522080	DRAIN DITCH	INSURANCE & BONDS	398	
101-5307-522095	DRAIN DITCH	SPECIAL PROJECTS		5,000
101-5307-522628	DRAIN DITCH	MAINT-OTHERS	1,799	
101-5307-522634	DRAIN DITCH	MAINT-MACHINERY	26,704	
101-5307-522636	DRAIN DITCH	MAINT-VEHICLES	804	
101-5307-522810	DRAIN DITCH	OTHER SERVICES	1,080	
101-5307-533034	DRAIN DITCH	STORM WATER PROJECT	1,976	
101-5307-544045	DRAIN DITCH	OTHER SUPPLIES	5,000	
101-5307-548050	DRAIN DITCH	EQUIPMENT-NON CAPITALIZED	920	
101-5307-554131	DRAIN DITCH	TOOLS & EQUIPMENT		100,000
101-5307-554240	DRAIN DITCH	VEHICLES	50,940	

101-5340-510010	FLEET MAINT	EXEMPT WAGES	971	
101-5340-510020	FLEET MAINT	NON-EXEMPT WAGES	1,480	
101-5340-511150	FLEET MAINT	MEDICARE TAX	56	
101-5340-511160	FLEET MAINT	WORKERS COMP	1,449	
101-5340-522043	FLEET MAINT	TRAVEL & TRAINING	168	
101-5340-522520	FLEET MAINT	MEMBERSHIP & SUBSCRIPTIONS		4,000
101-5340-522632	FLEET MAINT	MAINT-APPARATUS	521	
101-5340-544012	FLEET MAINT	CLOTHING & LINENS	169	
101-5340-544016	FLEET MAINT	MOTOR FUEL & LUBE	3,500	
101-5340-544045	FLEET MAINT	OTHER SUPPLIES	4,813	
101-5350-510010	ENGINEERING	EXEMPT WAGES	1,858	
101-5350-510025	ENGINEERING	PART-TIME WAGES	741	
101-5350-511160	ENGINEERING	WORKERS COMP	106	
101-5350-511180	ENGINEERING	UNEMPLOYMENT TAX		2,000
101-5350-522010	ENGINEERING	COMMUNICATIONS	500	
101-5350-522240	ENGINEERING	ADVERTISING	500	
101-5350-522520	ENGINEERING	MEMBERSHIP & SUBSCRIPTIONS		5,000
101-5350-533010	ENGINEERING	PROFESSIONAL SERVICES		10,000
101-5404-510010	P&R	EXEMPT WAGES	1,262	
101-5404-510020	P&R	NON-EXEMPT WAGES		40,000
101-5404-510025	P&R	PART-TIME WAGES		10,000
101-5404-510080	P&R	OVERTIME	13,307	
101-5404-511100	P&R	GROUP HEALTH INS		10,000
101-5404-511160	P&R	WORKERS COMP	3,450	
101-5404-522043	P&R	TRAVEL & TRAINING		1,500
1015404-522240	P&R	ADVERTISING	407	
101-5404-522320	P&R	COPYING EXPENSE	343	
101-5404-522629	P&R	MAINT-PARKS	40,000	
101-5404-522634	P&R	MAINT-MACHINERY	5,000	
101-5404-522636	P&R	MAINT-VEHICLES	6,000	
101-5404-522810	P&R	OTHER SERVICES	450	
101-5404-522920	P&R	BANK & CREDIT CARD SERVICES	2,000	
101-5404-527500	P&R	RECREATIONAL PROGRAMS		5,000
101-5404-527505	P&R	SPECIAL EVENTS	3,816	
101-5404-544005	P&R	JANITOR SUPPLIES	6,000	
101-5404-544012	P&R	CLOTHING & LINENS	500	
101-5404-544016	P&R	MOTOR FUEL & LUBE	18,000	
101-5404-550100	P&R	CAPITAL OUTLAY		32,701
101-5404-554131	P&R	TOOLS & EQUIPMENT	25,000	
101-5410-511160	LIBRARY	WORKERS COMP	271	
101-5410-511180	LIBRARY	UNEMPLOYMENT TAX		5,000
101-5410-522010	LIBRARY	COMMUNICATIONS	1,800	
101-5410-522380	LIBRARY	UTILITIES	1,800	
101-5410-522440	LIBRARY	POSTAGE	54	
101-5410-522520	LIBRARY	MEMBERSHIP & SUBSCRIPTIONS	303	
101-5410-522780	LIBRARY	COMPUTER VENDOR SUPPORT	100	
101-5410-544001	LIBRARY	OFFICE SUPPLIES	17	
101-5410-544028	LIBRARY	COMPUTER PROGRAMMING	3,005	
101-5511-510010	PCE	EXEMPT WAGES	12,098	
101-5511-510080	PCE	OVERTIME	8,510	
101-5511-511100	PCE	GROUP HEALTH INS		19,000
101-5511-511150	PCE	MEDICARE TAX	155	
101-5511-511180	PCE	UNEMPLOYMENT TAX		3,000
101-5511-522010	PCE	COMMUNICATIONS	4,374	
101-5511-522043	PCE	TRAVEL & TRAINING	6,000	
101-5511-522080	PCE	INSURANCE & BONDS	600	
101-5511-522320	PCE	MAINT-VEHICLES	1,000	
101-5511-522520	PCE	MEMBERSHIP & SUBSCRIPTIONS		3,000
101-5511-522810	PCE	OTHER SERVICES	20,000	
101-5511-522940	PCE	DEMOLITION & CLEANING		30,000
101-5511-544001	PCE	OFFICE SUPPLIES	3,023	
101-5511-544012	PCE	CLOTHING & LINENS	1,568	
101-5511-544045	PCE	OTHER SUPPLIES	877	
101-5511-548050	PCE	EQUIPMENT - NON-CAPITALIZED	125	
101-5511-553120	PCE	IMPROVEMENTS		25,000
101-5511-554130	PCE	COMPUTER HARDWARE/SOFTWARE		8,000
101-5511-554131	PCE	TOOLS & EQUIPMENT		10,000
101-5700-566120	DEBT	PRINCIPAL - CAP LEASES	10,115	
101-5700-566220	DEBT	INTEREST - CAP LEASES		10,115
			2,386,239	1,783,635

Impact on Fund Balance

\$ (602,604)

Account	Department	Description	DEBIT	CREDIT
Water Fund				
501-4000-433300	REVENUE	WATER SALES	\$ -	\$ 15,491
501-4000-433720	REVENUE	UTILITY BILLING PENALTIES		14,784
501-4000-437210	REVENUE	ONLINE TRANSACTION FEE		5,544
501-5312-522380	WTP	UTILITIES	18,749	-
501-5312-522628	WTP	MAINT-OTHER	1,513	
501-5312-522640	WTP	MAINT-ALLOWANCE		8,000
501-5312-533012	WTP	CONTRACTUAL SERVICES		100,000
501-5312-544025	WTP	CHEMICALS	115,600	
501-5312-544044	WTP	WATER DELIVERY FEES	100,000	
501-5314-510020	WATER DISTRIB.	NON-EXEMPT WAGES		30,000
501-5314-511100	WATER DISTRIB.	GROUP HEALTH INSURANCE		15,000
501-5314-511160	WATER DISTRIB.	WORKERS COMP INSURANCE		2,543
501-5315-510020	WATER METER	NON-EXEMPT WAGES	9,318	
501-5315-511120	WATER METER	PENSION CONTRIBUTION	519	
501-5315-511140	WATER METER	FICA TAX	463	
501-5315-511150	WATER METER	MEDICARE TAX	109	
501-5315-511160	WATER METER	WORKERS COMP INSURANCE	984	
501-5315-522636	WATER METER	MAINT-VEHICLES	1,157	
501-5315-522642	WATER METER	MAINT-METERS	8,039	
501-5315-550100	WATER METER	CAPITAL OUTLAY	349,281	
501-5315-554131	WATER METER	CAPITAL OUTLAY		100,000
501-5316-510020	UTILITY BILLING	NON-EXEMPT WAGES		15,000
501-5316-510025	UTILITY BILLING	PART-TIME WAGES	1,826	
501-5316-511160	UTILITY BILLING	WORKERS COMP INSURANCE	1,050	
501-5316-522320	UTILITY BILLING	COPYING EXPENSES	4,006	
501-5316-522810	UTILITY BILLING	OTHER SERVICES	11,100	
501-5316-522920	UTILITY BILLING	BANK & CREDIT CARD SERVICES	100,000	
501-5316-544001	UTILITY BILLING	OFFICE SUPPLIES	1,652	
			725,365	306,362
		Impact on Fund Balance	\$ (419,003)	
508- WASTEWATER FUND				
508-4000-433400	REVENUE	WASTEWATER SALES	\$ -	\$ 351,356
508-4000-433450	REVENUE	CAPITAL IMPROVEMENT FEE		77,763
508-4000-433720	REVENUE	UTILITY BILLING PENALTIES		905
508-4000-490100	REVENUE	TRANSFER FROM OTHER FUND		819,010
508-5322-522380	WW TREATMENT	UTILITY BILLING PENALTIES	57,257	
508-5322-533012	WW TREATMENT	CONTRACTUAL SERVICES		100,000
508-5322-544016	WW TREATMENT	MOTOR FUEL & LUBE	6,595	
508-5322-544025	WW TREATMENT	CHEMICALS	4,183	
508-5322-550100	WW TREATMENT	CAPITAL OUTLAY	13,868	
508-5324-510080	WW COLLECTION	OVERTIME	11,397	
508-5324-510020	WW COLLECTION	NON-EXEMPT WAGES		10,000
508-5324-511160	WW COLLECTION	WORKERS COMP INSURANCE	1,816	
508-5324-522380	WW COLLECTION	UTILITIES	79,285	
508-5324-522634	WW COLLECTION	MAINT-MACHINERY	2,014	
508-5324-522810	WW COLLECTION	OTHER SERVICES	111,850	
508-5324-553120	WW COLLECTION	CAPITAL OUTLAY IMPROVEMENTS	27,670	
508-5324-554131	WW COLLECTION	TOOLS AND EQUIPMENT	107,502	
508-5324-554240	WW COLLECTION	VEHICLES	61,685	
			485,122	1,359,034
		Impact on Fund Balance	\$ 873,913	

540- SOLID WASTE FUND			
540-4000-433600	REVENUE	RESIDENTIAL GARBAGE FEES	\$ - \$ 186,963
540-4000-433620	REVENUE	BRUSH FEES	17,742
540-5330-510020	SW COLLECTION	NON-EXEMPT WAGES	25,871
540-5330-510080	SW COLLECTION	OVERTIME	133,577
540-5330-511120	SW COLLECTION	PENSION CONTRIBUTION	8,419
540-5330-511140	SW COLLECTION	FICA TAX	6,787
540-5330-511150	SW COLLECTION	MEDICARE TAX	1,587
540-5330-511160	SW COLLECTION	WORKERS COMP INSURANCE	5,521
540-5330-522080	SW COLLECTION	INSURANCE & BONDS	3,283
540-5330-522634	SW COLLECTION	MAINT-MACHINERY	40,037
540-5330-522810	SW COLLECTION	OTHER SERVICES	193,387
540-5332-510020	TRANSFER STATION	NON-EXEMPT WAGES	2,358
540-5332-510080	TRANSFER STATION	OVERTIME	2,476
540-5332-511120	TRANSFER STATION	PENSION CONTRIBUTION	190
540-5332-511140	TRANSFER STATION	FICA TAX	180
540-5332-511150	TRANSFER STATION	MEDICARE TAX	42
540-5332-511160	TRANSFER STATION	WORKERS COMP INSURANCE	544
540-5332-522380	TRANSFER STATION	UTILITIES	319
540-5332-522626	TRANSFER STATION	MAINT-BUILDING	225
540-5332-522636	TRANSFER STATION	MAINT-VEHICLES	2,411
540-5332-544016	TRANSFER STATION	MOTOR FUEL & LUBE	10,000
540-5334-522845	LANDFILL	MONITORING OF LANDFILL	8,595
540-5336-544016	BRUSH COLLECTION	MOTOR FUEL & LUBE	5,000
540-5336-544012	BRUSH COLLECTION	CLOTHING & LINEN	1,236
			452,045 204,705
Impact on Fund Balance		\$	(247,341)

550-AIRPORT FUND			
550-4000-435560	FUEL SALES	\$ -	160,000
550-4000-450010	INTERGOVERNMENTAL REVENUE		273,544
550-5520-510010	EXEMPT WAGES	25,186	
550-5520-510025	PART-TIME WAGES	11,384	
550-5520-510080	OVERTIME	13,570	
550-5520-511120	PENSION CONTRIBUTION	2,163	
550-5520-511140	FICA TAX	2,608	
550-5520-511150	MEDICARE TAX	610	
550-5520-511160	WORKERS COMP	1,859	
550-5520-522010	COMMUNICATIONS	8,290	
550-5520-522043	TRAVEL & TRAINING	2,103	
550-5520-522050	MISC EXPENSE	7,549	
550-5520-522080	INSURANCE & BONDS	799	
550-5520-522520	MEMBERSHIP & SUBSCRIPTION	4,772	
550-5520-522626	MAINT-BUILDING	7,904	
550-5520-522636	MAINT-VEHICLES	1,850	
550-5520-522653	MAINT-FENCES	6,241	
550-5520-522655	MAINT-FUEL SYSTEM	2,728	
550-5520-522810	OTHER SERVICES	1,500	
550-5520-522920	BANK & CREDIT CARD SERVICES	15,000	
550-5520-544016	MOTOR FUEL & LUBE	5,000	
550-5520-544018	FUEL DELIVERY	180,000	
550-5520-544001	OFFICE SUPPLIES	1,000	
550-5520-550110	EQUIPMENT/OFFICE FURNITURE	185	
550-5520-553120	IMPROVEMENTS	232,801	
550-5520-554130	COMPUTER HARDWARE/SOFTWARE	18,478	
550-5522-522626	MAINT-BUILDING	11,240	
550-5522-522655	MAINT-FUEL SYSTEM	177	
550-522-533010	PROFESSIONAL SERVICES	5,516	
		570,513	433,544
Impact on Fund Balance		(136,969)	

Account	Department	Description	DEBIT	CREDIT
COURT ADMINISTRATION				
105-4000-441206	REVENUE	10% TIME PAYMENT	\$ -	\$ 563
105-4000-442200	REVENUE	LOCAL MC BUILDING SECURITY	-	5,976
105-4000-442202	REVENUE	LOCAL TRUANCY PREVENTION	-	6,220
105-4000-442204	REVENUE	LOCAL MC TECHNOLOGY FUND		3,776
105-4000-442206	REVENUE	LOCAL MC JURY FEE	-	44
105-5120-552780	MUNICIPAL COURT	COMPUTER VENDOR SUPPORT	8,000	
			8,000	16,579
Impact on Fund Balance			\$ 8,579	

FORFEITURES ACCOUNT				
202-4000-460100		CONFISCATED PROPERTY	\$ -	17,019
202-4000-460100		INTEREST EARNED	-	74
202-5202-550110		EQUIPMENT	-	-
			-	17,093
Impact on Fund Balance			17,093	

HOTEL MOTEL FUND				
221-4000-413300		ROOM OCCUPANCY TAX		60,000
			-	60,000
Impact on Fund Balance			60,000	

301-INTEREST & SINKING				
301-4000-460300		INTEREST ON INVESTMENTS		42,000
			-	42,000
Impact on Fund Balance			42,000	

405-2013 CAPITAL PROJECTS				
405-5100-550110		EQUIPMENT	\$ 17,800	-
405-5304-522624		MAINT-STREETS & IMPRV	12,823	
			30,623	-
Impact on Fund Balance			(30,623)	

415-FIRE DEPT EQUIPMENT REPLACEMENT FUND				
415-5206-554240	VEHICLES	\$	130,260	-
			130,260	-
	Impact on Fund Balance		(130,260)	
416- 2018 DRAINAGE FUND				
416-4000-460300	INTEREST ON INVESTMENTS			101,111
416-5307-550100	CAPITAL OUTLAY	\$	27,529	
			27,529	101,111
	Impact on Fund Balance		73,583	
417- 2019 BOND CONSTRUCTION FUND				
417-4000-460300	INTEREST ON INVESTMENTS			234,761
			-	234,761
	Impact on Fund Balance		234,761	
418-2023 CO CONSTRUCTION FUND				
418-4000-460300	INTEREST ON INVESTMENTS			272,450
418-4000-498300	OTHER FINANCING SOURCES			11,762,009
418-4000-493101	OTHER FINANCING SOURCES - PREMIUM			865,675
418-5700-566300	FISCAL CHARGE	\$	100,683	
			100,683	12,900,135
	Impact on Fund Balance		12,799,452	
418-2023 CO CONSTRUCTION FUND				
418-4000-460300	INTEREST ON INVESTMENTS			272,450
			-	272,450
	Impact on Fund Balance		272,450	
450- SPEIAL PROJECT FUND (ARPA)				
450-4000-460300	INTEREST ON INVESTMENTS			205,082
			-	205,082
	Impact on Fund Balance		205,082	
504- CONSTRUCTION				
504-4000-490100	TRANSFERS FROM OTHER FUNDS	\$	1,000,000	
			1,000,000	-
	Impact on Fund Balance		(1,000,000)	
BUILDING DEPRECIATION FUND				
602-4000-471100	PROPERTY RENTAL	\$	-	103,812
602-5110-522626	MAINT-BUILDING		42,240	
			42,240	103,812
	Impact on Fund Balance		61,572	

ORDINANCE 2023-47

AN ORDINANCE AMENDING ORDINANCE NUMBER 2022-33, AS PREVIOUSLY AMENDED BY ORDINANCE 2023-21, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, FINDING NEED TO AMEND THE 2022-2023 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, WATER FUND; WASTEWATER FUND; SOLID WASTE FUND; AIRPORT FUND; AND FIRE DEPT REPLACEMENT FUND AS PER ATTACHMENTS “A” “B” AND “C” PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2022-2023 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT:

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2022-2023 Official Budget, adopted by Ordinance 2022-33, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibits.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first and final reading at a special meeting of the City Commission this 10TH day of October 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6785	
From:			
Subject: Discussion and consideration of the request from TRI-GEN Construction for Change Order No. 3 for the New Downtown Fire Station No. 2 project to extend their contract 90 days and establish September 21, 2023 as their substantial completion date and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: The item establishes a new substantial completion date for the New Downtown Firestation No. 2 Project. The utility and street construction portion of the project under the scope of a separate contractor delayed TRI-GEN Construction to receive a "Certificate of Occupancy" from the City to establish substantial completion of their project. The contract amount remains the same.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: New Downtown Fire Station No 2 - Change Order 3			
Responsibilities upon Approval:			

**AIA**[®]**Document G701[®] – 2017****Change Order**

PROJECT: *(Name and address)*
 19087 Weslaco PSB Fire Station No. 2
 711 E. Railroad
 Weslaco, Texas 78596

CONTRACT INFORMATION:
 Contract For: General Construction

CHANGE ORDER INFORMATION:
 Change Order Number: 003

Date: September 29, 2021

Date: September 22, 2023

OWNER: *(Name and address)*
 City of Weslaco
 255 S. Kansas Ave.
 Weslaco, Texas 78596

ARCHITECT: *(Name and address)*
 ERO Architects
 P.O. Box 720428
 McAllen, Texas 78504

CONTRACTOR: *(Name and address)*
 Tri-Gen Construction, LLC
 2900 N. Texas Blvd., Ste. 201
 Weslaco, Texas 78599

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change order issued for 90 additional calendar days due to delays in the City of Weslaco's separate project for the utilities, streets, and curbs.

The original Contract Sum was	\$ 2,999,000.00
The net change by previously authorized Change Orders	\$ 200,704.36
The Contract Sum prior to this Change Order was	\$ 3,199,704.36
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 3,199,704.36

The Contract Time will be increased by Ninety (90) days.

The new date of Substantial Completion will be September 21, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ERO Architects
ARCHITECT *(Firm name)*

SIGNATURE

Juan Cantu, AIA
PRINTED NAME AND TITLE

September 22, 2023
DATE

Tri-Gen Construction, LLC
CONTRACTOR *(Firm name)*

SIGNATURE

Jorge Gonzalez
PRINTED NAME AND TITLE

9/26/23
DATE

City of Weslaco
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

March 29, 2023

City of Weslaco
255 South Kansas Ave
Weslaco, Texas 78596

RE: Weslaco Fire Station #2 – Downtown

Dear Sirs,

Please note that we are coming up on the end of the contract for the Fire Station #2 project located at 711 E. Railroad. We will need to extend the contract due to the delay in the City of Weslaco's separate project for the utilities, streets and curbs. Once your subcontractor has finished, we will need approximately 90 days to finish the items that are pending for the exterior, weather pending of course. If you have any questions, please feel free to contact me.

Respectfully,



Connie Bearden
Project Manager
Tri-Gen Construction LLC



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6786	
From:			
Subject: Discussion and consideration of the request from Gerlach Builders for Change Order No. 3 for the New Police Department with Municipal Court and Judicial Court project to extend their contract 90 days and establish September 30, 2023 as their substantial completion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: The item establishes a new substantial completion date for the New Police Department Project. The utility and street construction portion of the project under the scope of a separate contractor delayed Gerlach Builders to receive a "Certificate of Occupancy" from City to establish substantial completion of their project. The contract amount remains the same.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CO 003 - Additional 90 days_Gerlach_ERO			
Responsibilities upon Approval:			



AIA®

Document G701® – 2017

Change Order**PROJECT:** *(Name and address)*

City of Weslaco New Police Department
with Municipal and Judicial Court
300 S. Bridge Ave.
Weslaco, Texas 78596

CONTRACT INFORMATION:

Contract For: General Construction

Date: September 29, 2022

CHANGE ORDER INFORMATION:

Change Order Number: 003

Date: September 28, 2023

OWNER: *(Name and address)*

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

ARCHITECT: *(Name and address)*

ERO Architects
P.O. Box 720428
McAllen, Texas 78504

CONTRACTOR: *(Name and address)*

Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change order issued for 90 additional days due to delays in the City of Weslaco's separate project for utilities, streets, and curbs.

The original Contract Sum was	\$	8,930,000.00
The net change by previously authorized Change Orders	\$	414,053.66
The Contract Sum prior to this Change Order was	\$	9,344,053.66
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	9,344,053.66

The Contract Time will be increased by Ninety (90) days.

The new date of Substantial Completion will be September 30, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ERO Architects

ARCHITECT *(Firm name)*



SIGNATURE

Juan Cantu, AIA

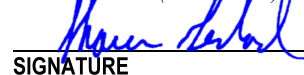
PRINTED NAME AND TITLE

September 28, 2023

DATE

Gerlach Builders, LLC dba Wil-Con

CONTRACTOR *(Firm name)*



SIGNATURE

Shawn Gerlach-President

PRINTED NAME AND TITLE

October 2, 2023

DATE

City of Weslaco

OWNER *(Firm name)*



SIGNATURE

PRINTED NAME AND TITLE

DATE

GERLACH BUILDERS LLC

September 28, 2023

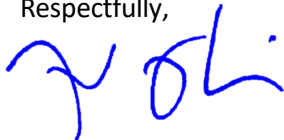
City of Weslaco
255 South Kansas Ave Weslaco,
Texas 78596

RE: Extension of Contract

Dear Sirs,

Please note that we are coming up on the end of the contract for the **Weslaco PSB Police Department** project located at **300 S. Bridge Ave, Weslaco, Texas 78596**. We will need to extend the contract due to the delay in the City of Weslaco's separate project for the utilities, streets and curbs. Once your subcontractor has finished, we will need approximately 90 days to finish the items that are pending for the exterior, weather pending of course. If you have any questions, please feel free to contact me.

Respectfully,



Gerlach Builders, LLC



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-7027	
From:			
Subject: Discussion and consideration on the Interlocal Agreement between Hidalgo County and the City of Weslaco for the development of the Precinct 1 Hike and Bike Trail and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: Hidalgo County Precinct 1 is establishing a hike and bike trail connecting Weslaco westward with Donna. This agreement links Harlon Block Park on the north boundary near the water tower connecting the park trail with the precinct's trail along the canal right-of-way.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Interlocal Hidalgo County and City re Hike & Bike Trail			
Responsibilities upon Approval:			

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
WESLACO AND THE COUNTY OF HIDALGO COUNTY, TEXAS CONCERNING
THE DEVELOPMENT OF THE PRECINCT 1 HIKE AND BIKE TRAIL.**

THIS agreement is made on this the ____ day of _____, 20__ by and between the CITY OF WESLACO, TEXAS, hereinafter referred to as "CITY", and the COUNTY OF HIDALGO, TEXAS, by and through its Precinct 1, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a local government defined by the Act, and a county in the State of Texas;

WHEREAS, CITY and COUNTY desire to cooperate in the development of the Precinct 1 Hike and Bike Trail (the "Project") as identified in Exhibit A of this agreement;

WHEREAS, CITY and COUNTY agree it is essential to develop this vital link from the Harlon Sports Complex Park to the Project;

WHEREAS, the COUNTY will be the fiduciary agent for the Project and assume the role of project development lead;

WHEREAS, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY, at its sole cost, will construct the connecting trail identified on Exhibit A attached hereto and made a part of this agreement.
2. CITY agrees to allow COUNTY to enter the Park for purposes of constructing the connecting trail.
3. Upon final completion of the Project, the parties agree that the CITY will own and maintain the connecting trail and COUNTY will be released of all duties imposed by this Agreement.

4. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
5. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
7. **Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
8. **Indemnification:** To the extent permitted under the Constitution and laws of the State of Texas, Parties agrees to indemnify, hold harmless, and defend each other, their agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by the other party, by reason of any and all claims, demands or causes of action asserted or that may be asserted, arising out of, or in any manner related to that parties obligations under this agreement.
9. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
10. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Weslaco: City of Weslaco
Attention: Hon. David Suarez, Mayor
255 S. Kansas Ave.
Weslaco, Texas 78596

If to County: Hidalgo County, Texas
Attn: Hon. Richard F. Cortez, Hidalgo County Judge
100 E. Cano St. – 2nd Floor
Edinburg, Texas 78539

With copy to: Hon. David L Fuentes, Commissioner, Pct. No 1.
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78596

9. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
10. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
11. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment:** This Agreement shall not be assignable.
13. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute:** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.

16. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
18. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.
19. **Non-Discrimination:** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or CITY and COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.
20. **No Waiver of Immunities/Defenses:** Nothing in this Agreement is intended to and the CITY and COUNTY do not hereby waive, release or relinquish any right to assert any of the defenses the CITY OR COUNTY may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the CITY or COUNTY as to any claim or action of any person, entity, or individual against the CITY or COUNTY.
21. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.327, a non- Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

(Signature Page to Follow)

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON MONTH DAY, 2023.

Agenda Item No. XXXXX Executive Office: _____

**CITY:
CITY OF WESLACO**

**COUNTY:
COUNTY OF HIDALGO**

Hon. David Suarez, Mayor

Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios**

ATTEST:

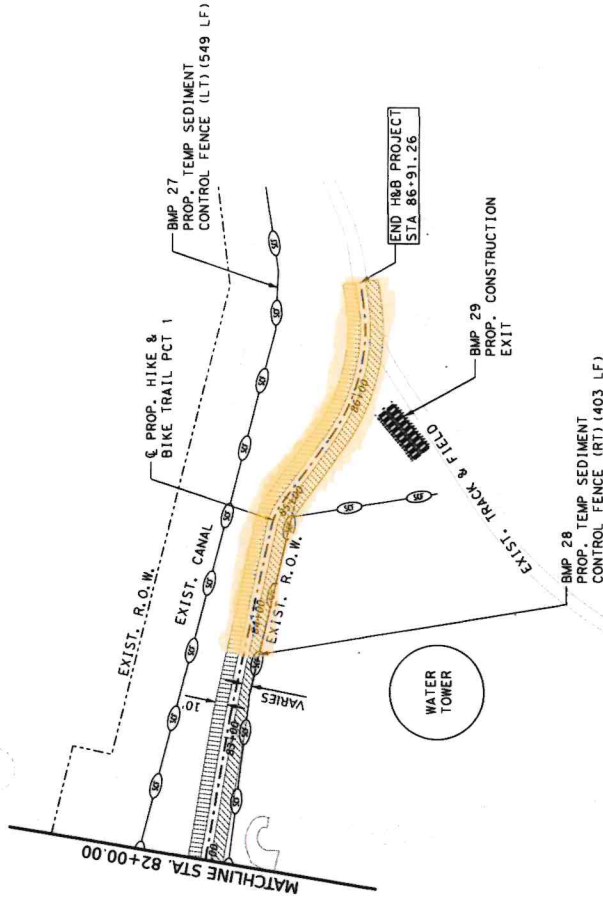
Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:

EXHIBIT A



NOTES:

1. EROSION CONTROL DEVICES MAY BE MODIFIED TO MEET FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
2. DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAS CEASED, TEMPORARY OR PERMANENTLY, SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME, AND DO, WITHIN 21 DAYS.

I.D.	TCP PHASE	INSTALLED	DATE INSTALLED	DATE REMOVED
BMP27				
BMP28				
BMP29				

3. FERTILIZER IS NON-PAY. SUBSIDIARY TO SEEDING (ITEM 164). APPLICATION RATE = 500 LBS/AC
4. VEGETATIVE WATERING APPLICATION RATE = 3384 GAL/AC @ 45 CYCLES.
5. PERMANENT SEEDING TO BE DONE AFTER ALL ROADWAY CONSTRUCTION IS COMPLETED.
6. FRONT END LOADER WORK RATE = 0.5 HR/INLET.

ITEM	DESCRIPTION	UNIT	QUANTITY
164-6023	SELL FBR MULCH SEED (SEED) (RUBIAL) (CLAY)	SY	0.025
166-6002	FERTILIZER **NON-PAY**	TON	0.005
168-6001	VEGETATIVE WATERING	MG	0.032
508-6021	CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	78
508-6022	CONSTRUCTION EXITS (REMOVE)	SY	18
508-6031	FRONT END LOADER W.K. (SEED & SEDM CONT.)	HR	0.5
508-6038	TEMP SEDIMENT CONTROL FENCE (INSTALL)	LF	952
508-6039	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	952

LEGEND



NOTE:

EROSION CONTROL DEVICES MAY BE MODIFIED TO MEET FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME, AND DO, WITHIN 21 DAYS.



Michael J. Wares
09-28-2023



WESLACO SEGMENT
HIKE & BIKE
PROJECT
SWSP LAYOUT

SCALE: 1" = 100'	SHEET 8 OF 8
DATE: 11/28/2023	PROJECT: SWSP LAYOUT
DRAWN BY: JAW	CHECKED BY: JAW
DESIGNED BY: JAW	APPROVED BY: JAW
DATE: 11/28/2023	DATE: 11/28/2023
PROJECT NO: 1805 L.F. RD. NO. F-111111	SHEET NO: 84
CITY: Hidalgo	STATE: TX



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6948	
From:			
Subject: Discussion and consideration to approve the purchase of a 2023 ambulance remount from vendor Southwest Ambulance Sales HGAC Contract No. AM 10-20 for an amount not to exceed \$162,980 under General Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: City of Weslaco Sales Agreement Remount 2023 4x4			
Responsibilities upon Approval:			



SALES AGREEMENT

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

Remount

YEAR 2023 MAKE/MODEL Dodge 4500 4x4 COLOR White
TO BE DELIVERED ON/ABOUT

VIN Not Available

VEHICLE DESCRIPTION		
Remount		
Medix MSV II 170 Dodge 4500	\$	159,325.74
Graphics	Included	
DELIVERY FEE:	\$	750.00
Solar Panel		1400
Total Ambulance	\$	161,475.74
Total after discount	\$	161,475.74
Total	\$	161,475.74
Tax		
Vehicle Inventory Tax	\$	368.02
TITLE APPLICATION FEE:		
REGISTRATION:	\$	125.00
STATE INSPECTION:	\$	7.00
HGAC Fee	\$	1,000.00
TOTAL	\$	162,975.76
BALANCE DUE	\$	162,975.76

8/8/2023

Provider Weslaco Fire and EMS
ADDRESS: 210 S. Kansas
CITY/STATE/ZIP: Weslaco, TX 78596
CONTACT: Chief Antonio Lopez
Phone: 956-975-0735

TRADE IN INFORMATION: N/A

MAKE YEAR:
MODEL: BODY STYLE:
MILEAGE:
VIN#
Trade In

The front of this order comprises the entire agreement affecting this purchase and no other agreement or understanding of any other nature has been made or entered into, or will be recognized. I have read the matter printed and agree to it as part of this order the same as if it were printed above my signature. I certify that I am 18 years or older and hereby acknowledge receipt of a copy of this order. Southwest Ambulance Sales hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose and Southwest Ambulance Sales neither assumes nor authorizes any other person to assume to it any liability in connection with the sale of the vehicle.

PURCHASER _____

SALESMAN _____

Price is subject to change due to unpredictable increases in cost of material and transportation.



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6949	
From:			
Subject: Discussion and consideration to approve the purchase of a Spartan Rescue Pumper through Metro Fire Apparatus Specialist BuyBoard Contract # 651-21 at a cost not to exceed the amount of \$1,582,819.00 out of the Fire Department Apparatus Replacement Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Weslaco Tandem Axle NXT Rescue Pumper Specs, Weslaco Tandem Axle NXT Rescue Pumper Proposal, Weslaco Tandem Axle NXT Rescue Pumper Drawing			
Responsibilities upon Approval:			

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

APPARATUS BRAND

The apparatus provided shall be a Spartan Emergency Response brand of Spartan Fire, LLC.

INTENT OF SPECIFICATIONS

Spartan Fire, LLC and the authorized Dealership representing Spartan submit the following detailed proposal for your consideration.

The following items have been specifically addressed regardless of whether they are included in the published specifications.

This detailed proposal supersedes the published specifications and will be the specifications in which the apparatus will be designed and manufactured to, if awarded the contract.

Any mutually agreed changes made during a pre-construction meeting or build process, will become part of the contract and the build specification. Based on these processes any costs and or credits will be applied to the final invoice.

We maintain a complete on-site parts department with same-day shipping provided for all necessary service parts.

Spartan Fire is a U.S. based provider of fire apparatus. Spartan designs and manufactures fire and rescue apparatus which utilize the approach of complete product integration including the apparatus body and pump house structures. Engineering, assembly and testing all take place at Spartan Fire facilities.

Each apparatus is quality control inspected with full documentation at each step of the manufacturing process.

The unit will be manufactured at a Spartan manufacturing facility.

It shall be the intent of these specifications to provide a complete apparatus equipped as hereinafter and as specified. With a view to obtaining the best results and the most acceptable apparatus for service in the Department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction for all features. The manufacturer shall provide loose equipment only when specified by the customer. The (NFPA) 1901, Standard for Automotive Fire Apparatus, unless otherwise specified as requested by the customer in these specifications, shall prevail.

The apparatus must meet all NFPA, DOT, ICC, AE, SAE, UL, TRA, FMVSS and local state Motor Vehicle Requirements.

It is required that the apparatus be manufactured to current NFPA edition standards, all NFPA equipment (LOOSE EQUIPMENT) not specified in the specifications will not be provided by the contractor.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction that have been in business and construction for a minimum of twenty-five (25) years.

The bidder of the apparatus herein specified; shall be wholly owned (100%) and managed by a Company, Corporation, and/or Parent Company that is wholly based, and permanently resides in the United States

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

of America.

The Company, Corporation, and/or Parent Company and all assets belonging to such; shall be wholly owned and managed (100%) by the entities specified above.

The bidder shall state the location of the manufacturing facility where the apparatus is to be built and the location of the parent company if a subsidiary of a manufacturer.

The bidder shall provide satisfactory evidence of their ability to construct the apparatus specified in the bidders manufacturing facilities.

The bidder's representation shall state the length of time representing the manufacturer of specified apparatus.

Due to the severe service requirements the department will impose on the apparatus as specified, each bidder shall provide a list of at least six (6) departments in which similar apparatus utilizing the brand of chassis proposed have been in service for over one year. This list shall include contact names and phone numbers.

Due to the importance of keeping this vital piece of firefighting apparatus in service with a minimum of downtime, the manufacturer shall maintain a network of service centers with factory-training personnel.

The bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus being furnished under this contract which conform. Computer runoff sheets are not acceptable as "Contractor's Specifications". Item compliance shall be indicated in the "Yes/No" column of each item by all Bidders. Note: Each bidder shall submit their bid in the same sequence as these specifications to allow the department to easily compare.

These specifications shall indicate size, type, model and make of all component parts and equipment.

QUALITY AND WORKMANSHIP

The design of the Apparatus shall embody the latest approved automotive engineering practices.

The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction shall be rugged and ample safety factors shall be provided to carry loads as specified and to meet both on and off road requirements and to speed conditions as set forth under "Performance tests and requirements".

Welding shall be employed in the assembly of the apparatus in a manner that will not prevent the ready removal of any component part for service or repair, with apparatus bodies of bolt together design not being acceptable.

All steel welding shall follow American Welding Society requirements for AWS D1.1:2012 Structural Welding Code for welding steel structural assemblies. All aluminum welding shall follow American Welding Society requirements for AWS D1.2/D1.2M:2003 Structural Welding Code for any type of structure made from aluminum structural alloys. All sheet metal welding shall follow American Welding Society AWS D9.1M/D9.1:2006 Structural Welding code for Arc/Braze requirements of non-structural materials. All pressure pipe welding shall follow American Society of Mechanical Engineers ASME IX/ ASME B31:2010 requirements to the qualification of procedures in welding and brazing, in accordance

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

with the ASME Boiler and Pressure Vessel Code and the ASME B31 Code for Pressure Piping. Flux core arc welding to use alloy rods, type 7000, American Welding Society AWS standards A5.20-E70T1.

DELIVERY

The bidder shall provide the number of calendar days from the date the bid is awarded to the delivery of the completed unit.

A qualified delivery engineer representing the contractor shall deliver the apparatus and instruct the Fire Department personnel in the proper operation, care and maintenance of the equipment delivered.

To ensure proper break-in of all components while still under warranty, the apparatus shall be delivered under its own power. The unit will remain insured by the apparatus manufacturer until the department accepts the unit.

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded to its estimated in-service weight and shall be capable of the following performance while on dry paved roads that are in good condition and for a continuous run of ten (10) miles or more, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall furnish a Weight Certificate showing weights on front axle, rear axles and total weight for the completed apparatus at time of delivery.

- A. The apparatus shall be capable of accelerating to 35 MPH (55 km/hr) from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.
- B. The apparatus, fully loaded, shall be capable of obtaining a minimum top speed of 50 MPH (80 km/hr) on a level dry concrete highway with the engine not exceeding its governed RPM (fully loaded).
- C. The service brakes shall be capable of stopping a fully loaded vehicle in 35ft (10.7 m) at 20 mph (32.2 km/hr) on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.
- D. The apparatus, when fully loaded, shall have not less than 25 percent or more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.
- E. From a steady pace of 15 mph, the vehicle will accelerate to a true speed of 35 mph within 15 seconds. This will be accomplished without moving gear selector.
- F. The apparatus will be able to maintain a speed of at least 20 mph on any grade up to and including 6 percent.
- G. The contractor shall have the Underwriter's Laboratories, LLC conduct the tests of the apparatus as in accordance with standard practices required by the Underwriter Laboratories, LLC (Guide for the Certification of Fire Department Pumper latest edition). A copy of all tests shall accompany the Apparatus. (For apparatus sold within Canadian ULC S515 latest revision shall prevail).
- H. The contractor shall furnish copies of the Pump Manufacturer's Certification of hydrostatic test, the Engine Manufacturer current certified brake horsepower curve, and the Manufacturer's record of pumper construction details when delivered.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

- I. All fluid levels and applicable pressures will be brought to proper levels and noted prior to final delivery.

INFORMATION REQUIRED

The manufacturer shall supply at time of delivery, a complete operation and maintenance manual covering the completed apparatus as delivered.

A Fire Apparatus Safety Guide published by Fire Apparatus Manufacturer's Association shall be provided with the apparatus upon delivery. This manual includes essential safety information for fire fighters, fire chiefs, apparatus mechanics, and fire department safety officers. The guide is applicable to municipal, wildland, and airport firefighting apparatus manufactured on either custom or commercial chassis.

A permanent plate shall be mounted in the driver's compartment to specify the quantity and type of the following fluids used in the vehicle: Engine oil, engine coolant, and chassis transmission fluid, pump transmission lubrication fluid, pump primer fluid (if used) and drive axle lubrication fluid.

The manufacture shall supply the final certification of GVWR and GAWR on a nameplate affixed to the vehicle.

A permanent plate in the driver's compartment shall be installed, specifying the seating capacity of the enclosed cab.

Signs that state "OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION" shall be provided and will be visible from each seated position. An accident prevention sign shall be located at the rear step area of the apparatus. It shall warn all personnel that standing on the step while apparatus is in motion shall be prohibited.

A nameplate indicating the chassis transmission shift selector position to be used when pumping shall be provided in the driving compartment and located so that it can be easily read from the driver's position.

LIABILITY

The bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the apparatus or any appliance provided under the contract.

GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles, so that all specified equipment, including filled water tank, a full complement of personnel and fire hose will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the (NFPA) 1901, Standard for Automotive Fire Apparatus, documentation.

The apparatus shall be designed so that all recommended daily maintenance checks can be performed easily by the operator without the need for hand tools. Apparatus components that interfere with repair or removal of other major components must be attached with fasteners (cap, screws, nuts, etc.) so that the components can be removed and installed with normal hand tools. These components must not be welded or otherwise permanently secured into place.

The GAWR and GVWR of the chassis shall be adequate to carry the fully equipped apparatus including all tanks filled, the specified hose load, unequipped personnel weight, ground ladders and a miscellaneous equipment allowance per NFPA criteria. It shall be the responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the allowance as set

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

forth by NFPA.

The unequipped personnel weight shall be calculated at 250 lbs. per person times the maximum number of persons to ride on the apparatus.

The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full loads and all other loading conditions.

The difference in weight on the end of each axle, from side to side, when the vehicle is fully loaded and equipped shall not exceed 7 percent.

The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

Where special tools manufactured or designed by the contractor and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools shall be provided with the apparatus.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be allowed if they are equal to or superior to that as specified and providing, they are listed and entirely explained on a separate page entitled "Exceptions to Specifications". The exceptions list to refer to specification page number and paragraph.

Proposals taking total exception to specifications or total exception to certain parts of the specifications such as Electrical Systems, Chassis, Body or Pump, will not be accepted.

Prototype units will not be acceptable. Apparatus shall be inspected upon completion for compliance with specifications.

Deviations will not be tolerated and will be cause for rejection of Apparatus unless they were originally listed in bidder's proposal and accepted in writing by the department.

If the bidder takes an exception, on the exception page, the bidder must state an option price to bring their specifications into full compliance with the Department specifications.

Failure to provide this information shall be cause to reject the proposal as being non-responsive.

Copied or run off sheets of these specifications shall be unacceptable, and the bid will be rejected no exceptions.

WARRANTY

Warranties applicable to the chassis and body (excluding vendor supplied components {engine, transmission, axles, etc.} which carry their own specific warranties) will be addressed by a single point warranty service provider approved by the manufacturer to perform service as necessary.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

PURCHASER'S RIGHTS

The Purchaser reserves the right to accept or reject any or all bids as it deemed in their best interests.

BID/PROPOSAL DRAWING

For purposes of evaluation, Spartan shall provide a drawing illustrating, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus.

The drawings shall be large "D" size (minimum 24.00 inches x 36.00 inches).

Other specified equipment shall be required to be included with the bidder's proposal package.

PRE-CONSTRUCTION DRAWINGS

After the award of the bid, Spartan shall provide detailed colored engineering drawings including, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus for use at the pre-construction conference.

The drawings shall include, but shall not be limited to the right, left, top, front and rear views of the apparatus.

SINGLE SOURCE MANUFACTURER

Spartan Fire, LLC is defined as a single source apparatus manufacturer.

Spartan designs and manufactures our products utilizing an approach that includes complete product integration, including the apparatus Chassis, Chassis Cab, Pump Module and Body Module being constructed, assembled, and tested on company facilities.

Warranties qualified to the Chassis, Pump Module and Body Module design construction (excluding vendor component warranties such as engine, axles, transmission, and pumps, etc.) will be from Spartan Fire, LLC.

FINITE ELEMENT ANALYSIS AND TESTING

Finite Element Analysis has been utilized in evaluating and engineering the critical areas of the Spartan Fire, LLC apparatus body and pump module.

Prototype bodies were subjected to rigorous testing over varied terrains simulating different environmental conditions.

The purpose of such complex engineering methods of analysis is to ensure the longevity of the design by analyzing stress levels throughout the body and pump module incorporating the structural supports wherever necessary.

There has been a minimum of three (3) different load cases (per DOT, FHWA, and TTMA recommended practice) applied and analyzed to properly display the different areas and levels of stresses that will be present under the various operating conditions of the apparatus. This is in addition to the static stress analysis. The analysis has included the weight of the structure plus an estimate of all the components that exist on a fully loaded apparatus (i.e., tank, water, hose load, equipment in compartments, etc.).

Analysis has also been conducted on the mounting system for the apparatus body and pump module.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

SUPPLIED INFORMATION & EXTRAS

There shall be two (2) hard copies of apparatus manuals with all manufactured apparatus.

The manuals shall include, but not be limited to: all component warranties, users' manuals and information for supplied products, apparatus engineering information including drawings and build prints, and whatever other pertinent information Spartan can supply to its customer regarding the said apparatus.

Included in the delivery of the unit, Spartan will also include spare hardware and extra fasteners, paint for touch-up, information regarding washing and care procedures, as well as other recommendations for care and upkeep of the general apparatus.

Spartan will also supply a manufacturer's record of apparatus construction details, including the following information:

- Owner name and address
- Spartan model and serial number
- Chassis make, model, and serial number
- GAWR of front and rear axles
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water (if applicable) and Spartan mounted equipment (front and rear)
- Engine make, model, serial number, rated horsepower, related speed and no load governed speed
- Type of fuel and fuel tank capacity
- Electrical system voltage and alternator output in amps
- Battery make and model, capacity in CCA
- Paint numbers
- Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full (if applicable) but without personnel, equipment, and hose)
- Written load analysis and results of the electrical system performance tests
- Transmission make, model, and type
- Pump to drive through the transmission (yes or no)
- Engine to pump gear ratio and transmission gear ratio used
- Pump make and model, rated capacity in gallons per minute, serial number, and number of stages
- Pump manufacturer's certification of suction capability
- Pump manufacturer's certification of hydrostatic test
- Pump manufacturer's certification of inspection and test for the fire pump
- Copy of the apparatus manufacturer's approval for stationary pumping applications
- Pump transmission make, model and serial number
- Priming device type
- Type of pump pressure control system
- The engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no load governed speed
- Certification of water tank capacity

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

ELECTRICAL SCHEMATICS

The apparatus manufacturer shall supply two (2) USB drives with as-built wiring schematics, to include all line voltage schematics with each apparatus.

WARNING AND INFORMATION LABELS

All warning and informational labels (non-vendor specific) shall be provided in compliance with (NFPA) 1901, Standard for Automotive Fire Apparatus, and installed in the appropriate locations to alert the operator of potential hazards and operating instructions.

LIABILITY INSURANCE COVERAGE

Spartan Fire, LLC certificate of liability insurance coverage is included in this proposal, in the required amount of \$30 million.

GENERAL WARRANTY

Purchaser shall receive a General Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0002. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

PLUMBING WARRANTY

Purchaser shall receive a Plumbing and Piping (Stainless Steel) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0800. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

THIRD PARTY PUMP CERTIFICATION AND TESTING

The apparatus upon completion will be tested and certified by an independent third party testing company. The certification tests will follow the guide lines outlined in (NFPA) 1901, Standard for Automotive Fire Apparatus.

There shall be multiple tests performed by the contractor and the third party testing company when the apparatus has been completed. The manufacturer shall provide the completed Test Certificate(s) to the purchaser at time of delivery.

The fire pump shall be mounted on the apparatus and shall have a minimum rated capacity of 250 gpm (1000 L/min) at 150 psi (1000 kPa) net pump pressure.

Where the apparatus is designed for pump in-motion operations, the vehicle drive engine and drive train shall be arranged so that the pump can deliver at least 20 gpm (76 L/min) at a gauge pressure of 80 psi (550 kPa), while the fire apparatus is moving.

If the pumping system provided is rated at 3000 gpm (12,000 L/min) or less, the pump shall be capable of delivering the following:

- (1) One hundred percent of rated capacity at 150 psi (1000 kPa) net pump pressure
- (2) Seventy percent of rated capacity at 200 psi (1400 kPa) net pump pressure
- (3) Fifty percent of rated capacity at 250 psi (1700 kPa) net pump pressure

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

If the pumping system provided is rated at greater than 3000 gpm (12,000 L/min), the pump shall be capable of delivering the following:

- (1) One hundred percent of rated capacity at 100 psi (700 kPa) net pump pressure
- (2) Seventy percent of rated capacity at 150 psi (1000 kPa) net pump pressure
- (3) Fifty percent of rated capacity at 200 psi (1400 kPa) net pump pressure

If the fire pump has a rated capacity of 750 gpm (3000 L/min) or greater, the pump shall be tested after the pump and all its associated piping and equipment have been installed on the apparatus.

The tests shall include at least the pumping test, the pumping engine overload test, the pressure control system test, the priming device tests, and the vacuum test.

A test plate shall be provided at the pump operator's panel that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump as used, and the governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve. The plate shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.

Pumping Test:

The test site shall be adjacent to a supply of clear water at least 4 feet (1.2 m) deep, with the water level not more than 10 feet (3 m) below the center of the pump intake, and close enough to allow the suction strainer to be submerged at least 2 feet (0.6 m) below the surface of the water when connected to the pump by 20 feet (6 m) of suction hose.

Tests shall be performed when conditions are as follows:

- (1) Air temperature: 0 degrees Fahrenheit to 110 degrees Fahrenheit (-18 degrees Celsius to 43 degrees Celsius)
- (2) Water temperature: 35 degrees Fahrenheit to 90 degrees Fahrenheit (2 degrees Celsius to 32 degrees Celsius)
- (3) Barometric pressure: 29 inches Hg (98.2 kPa), minimum (corrected to sea level)

Engine-driven accessories shall not be functionally disconnected or rendered inoperative during the tests.

The following devices shall be permitted to be turned off or not operating during the pump test:

- (1) Aerial hydraulic pump
- (2) Foam pump
- (3) Hydraulically driven equipment (other than hydraulically driven line voltage generator)
- (4) Winch
- (5) Windshield wipers
- (6) Four-way hazard flashers
- (7) Compressed air foam system (CAFS) compressor

All structural enclosures, such as floorboards, gratings, grilles, and heat shields, not provided with a means for opening them in service shall be kept in place during the tests.

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All test gauges shall meet the requirements for Grade A gauges as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, and shall be at least size 3 1/2 per ASME B40.100. The pump intake gauge shall have a range of 30 in. Hg (100 kPa) vacuum to zero for a vacuum gauge, or 30 in. Hg (100 kPa) vacuum to a gauge pressure of 150 psi (1000 kPa) for a compound gauge. The discharge pressure gauge shall have a gauge pressure range of 0 psi to 400 psi (0 kPa to 2800 kPa). All pilot gauges shall have a gauge pressure range of at least 0 psi to 160 psi (0 kPa to 1100 kPa). All gauges shall be calibrated in the month preceding the tests using a dead-weight gauge tester or a master gauge meeting the requirements for Grade 3A or 4A gauges, as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, that has been calibrated within the preceding year.

The engine speed-measuring equipment shall consist of a nonadjustable tachometer supplied from the engine or transmission electronics, a revolution counter on a checking shaft outlet and a stopwatch, or other engine speed-measuring means that is accurate to within ± 50 rpm of actual speed.

If the apparatus is equipped with a fire pump rated at 750 gpm (3000 L/min) or greater but not greater than 3000 gpm (12,000 L/min), the pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by 1/2 hour of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and 1/2 hour of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

If the apparatus is equipped with a fire pump rated at greater than 3000 gpm (12,000 L/min), the pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at 100 psi (700 kPa) net pump pressure, followed by 1/2 hour of continuous pumping at 70 percent of rated capacity at 150 psi (1000 kPa) net pump pressure and 1/2 hour of continuous pumping at 50 percent of rated capacity at 200 psi (1400 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

If the apparatus is equipped with a fire pump rated at less than 750 gpm (3000 L/min), the pump shall be subjected to a 50-minute pumping test from draft consisting of 30 minutes of continuous pumping at rated capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by 10 minutes of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and 10 minutes of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 30-minute test at rated capacity, unless it becomes necessary to clean the suction strainer.

Pumping Engine Overload Test:

If the pump has a rated capacity of 750 gpm (3000 L/min) or greater but not greater than 3000 gpm (12,000 L/min), the apparatus shall be subjected to an overload test consisting of pumping rated capacity at 165 psi (1100 kPa) net pump pressure for at least 10 minutes.

This test shall be performed immediately following the pumping test of rated capacity at 150 psi (1000 kPa).

The capacity, discharge pressure, intake pressure, and engine speed shall be recorded at least three times during the overload test.

Pressure Control System Test:

If the pump is rated at 3000 gpm (12,000 L/min) or less, the pressure control system on the pump shall be tested as follows:

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- (1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 150 psi (1000 kPa).
- (2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 150 psi (1000 kPa) ± 5 percent.
- (3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.
- (4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.
- (5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.
- (6) The discharge pressure gauge shall be reduced to 90 psi (620 kPa) by throttling the engine fuel supply, with no change to the discharge valve settings, hose, or nozzles.
- (7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 90 psi (620 kPa) ± 5 percent.
- (8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.
- (9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.
- (10) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 250 psi (1700 kPa).
- (11) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 250 psi (1700 kPa) ± 5 percent.
- (12) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.
- (13) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

If the pump is rated at greater than 3000 gpm (12,000 L/min), the pressure control system on the pump shall be tested as follows:

- (1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 100 psi (700 kPa).
- (2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 100 psi (700 kPa) ± 5 percent.
- (3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.
- (4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.
- (5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.

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(6) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 200 psi (1400 kPa).

(7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 200 psi (1400 kPa) ± 5 percent.

(8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

Priming System Tests:

With the apparatus set up for the pumping test, the primer shall be operated in accordance with the manufacturer's instructions until the pump has been primed and is discharging water. This test shall be permitted to be performed in connection with priming the pump for the pumping test.

The interval from the time the primer is started until the time the pump is discharging water shall be noted. The time required to prime the pump shall not exceed 30 seconds if the rated capacity is 1250 gpm (5000 L/min) or less. The time required to prime the pump shall not exceed 45 seconds if the rated capacity is 1500 gpm (6000 L/min) or more.

An additional 15 seconds shall be permitted in order to meet the requirements of 16.13.5.3 and 16.13.5.4 when the pump system includes an auxiliary 4 inches (100 mm) or larger intake pipe having a volume of 1 foot³ (0.30 m³) or more.

Vacuum Test:

The vacuum test shall consist of subjecting the interior of the pump, with all intake valves open, capped or plugged, and all discharge caps removed, to a vacuum of 22 inches/Hg (75 kPa) by means of the pump priming system.

At altitudes above 2000 feet (600 m), the vacuum attained shall be permitted to be less than 22 inches/Hg (75 kPa) by 1 inch/Hg (3.4 kPa) for each 1000 feet (305 m) of altitude above 2000 feet (610 m).

The vacuum shall not drop more than 10 inches/Hg (34 kPa) in 5 minutes.

The primer shall not be used after the 5 minute test period has begun and the engine shall not be operated at any speed greater than the governed speed during this test.

Water Tank-to-Pump Flow Test:

A water tank-to-pump flow test shall be conducted as follows:

(1) The water tank shall be filled until it overflows.

(2) All intakes to the pump shall be closed.

(3) The tank fill line and bypass cooling line shall be closed.

(4) Hose lines and nozzles for discharging water at the rated tank-to-pump flow rate shall be connected to one or more discharge outlets.

(5) The tank-to-pump valve(s) and the discharge valves leading to the hose lines and nozzles shall be fully opened.

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- (6) The engine throttle shall be adjusted until the required flow rate $-0/+5$ percent is established.
- (7) The discharge pressure shall be recorded.
- (8) The discharge valves shall be closed, and the water tank refilled.
- (9) The bypass line shall be permitted to be opened temporarily, if needed, to keep the water temperature in the pump within acceptable limits.
- (10) The discharge valves shall be reopened fully, and the time noted.
- (11) If necessary, the engine throttle shall be adjusted to maintain the discharge pressure recorded as noted in 16.13.7.1(7).
- (12) When the discharge pressure drops by 10 psi (70 kPa) or more, the time shall be noted and the elapsed time from the opening of the discharge valves shall be calculated and recorded.

Volume Discharge Calculation:

The volume discharged shall be calculated by multiplying the rate of discharge in gallons per minute (liters per minute) by the time in minutes elapsed from the opening of the discharge valves until the discharge pressure drops by at least 10 psi (70 kPa).

Other means shall be permitted to be used to determine the volume of water pumped from the tank such as a totalizing flowmeter, weighing the truck before and after, or refilling the tank using a totalizing flowmeter.

The rated tank-to-pump flow rate shall be maintained until 80 percent of the rated capacity of the tank has been discharge.

Engine Speed Advancement Interlock Test

The engine speed advancement interlock system shall be tested to verify that engine speed cannot be increased at the pump operator's panel unless there is throttle-ready indication.

If the apparatus is equipped with a stationary pump driven through split-shaft PTO, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

- (1) The chassis transmission is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.
- (2) The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

If the apparatus is equipped with a stationary pump driven through a transmission mounted PTO, front-of-engine crankshaft PTO, or engine flywheel PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

- (1) The chassis transmission is in neutral, the parking brake is off, and the pump shift status in the driving compartment is disengaged.
- (2) The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" position.

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If the apparatus is equipped with a pump driven by the chassis engine designed for both stationary pumping and pump-in-motion, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

- (1) The chassis transmission is in neutral, the parking brake is on, and the pump shift status in the driving compartment is disengaged.
- (2) The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" or the "OK to Pump In-Motion" position.

If the apparatus is equipped with a stationary pump driven through transfer case PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

- (1) The chassis transmission is in neutral, the transfer case is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.
- (2) The chassis transmission is in neutral, the transfer case is engaged, the parking brake is off, and the pump shift in the driving compartment is in the road position.
- (3) The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

LOW-VOLTAGE ELECTRICAL SYSTEM PERFORMANCE TESTING

The apparatus low-voltage electrical system will be tested and certified. Tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit (–18 degrees Celsius and 43 degrees Celsius). The three tests defined in NFPA shall be performed in the order in which they appear. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. Failure of any of these tests shall require a repeat of the sequence.

Reserve Capacity Test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

Alternator Performance Test at Idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed.

The engine temperature shall be stabilized at normal operating temperature.

The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

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Alternator Performance Test at Full Load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed.

The test duration shall be a minimum of 2 hours.

Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the system required in NFPA 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system or 23.6 V dc for a 24 V nominal system, for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test:

Following the above test, a Low Voltage Alarm Test will be performed in the manner prescribed.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates.

The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm has not yet sounded 140 seconds after the voltage drops to 11.70V for a 12 V nominal system or 23.4 V for a 24 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

FACTORY PRE-CONSTRUCTION CONFERENCE

The factory authorized Distributor shall be required, prior to manufacturing, to have a pre-construction conference at the manufacturing facility with a factory representative present and with three (3) individuals from the Weslaco Fire Department to finalize all construction details.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

FINAL INSPECTION CONFERENCE

The factory authorized Distributor shall be required, during manufacturing, to have a final completion inspection conference at the site of the manufacturing facility with three (3) individuals from the Weslaco Fire Department to inspect the apparatus after construction.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

MAXIMUM OVERALL LENGTH REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum overall length.

MAXIMUM OVERALL HEIGHT REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum overall height.

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MAXIMUM OVERALL WIDTH OF NINETY-NINE (99) INCHES

The apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Overall Width of Ninety-nine (99.00) inches.

This dimension shall include the primary construction of the apparatus body and chassis cab. Any peripheral items shall not be incorporated into this measurement.

The items included, but not limited to, are: Rub Rails, Fenderettes, Mirrors, Lights, Handrails, Front Bumpers, Cab Steps, Overlays, Etc.

MAXIMUM WHEELBASE REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum wheelbase.

MODEL

The chassis shall be a Gladiator model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2025 model year.

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. The chassis manufacturer is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from the chassis manufacturer or their OEM needed to be in compliance with those regulations.

CAB AND CHASSIS LABELING LANGUAGE

The cab and chassis shall include the applicable caution, warning, and safety notice labels with text to be written in English. All applicable caution, warning, and safety notice labels shall be Innovative Controls brand. Where applicable to the location within the specific layout and label package of the cab and chassis, the labels shall include decorative chrome bezels. Designs shall include bezels that fit individual labels or packaged configurations of labels in certain common locations.

APPARATUS TYPE

The apparatus shall be a pumper vehicle designed for emergency service use which shall be equipped with a permanently mounted fire pump which has a minimum rated capacity of 750 gallons per minute (3000 L/min). The apparatus shall include a water tank and hose body whose primary purpose is to combat structural and associated fires.

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VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

AXLE CONFIGURATION

The chassis shall feature a 6 x 4 axle configuration consisting of a tandem rear drive axle set with a single front steer axle.

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 22,800 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 40,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

CAB STYLE

The cab shall be a custom, fully enclosed, MFD model with a 10.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to eight (8) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the "A" pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

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The exterior width of the cab shall be 99.40 inches wide with a minimum interior width of 91.00 inches. The overall cab length shall be 131.10 inches with 54.00 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner in the non-raised roof area and a rear floor to headliner height of 65.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 49.88 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 61.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.50 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.50 inches deep X 32.50 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 11.50 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.25 inches deep X 22.75 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

OCCUPANT PROTECTION

An IMMI 4Front® occupant protection system shall be installed in the vehicle's cab. The system shall inflate three (3) air bags in the following locations:

- Steering wheel air bag to protect the head and neck of the driver
- Knee bolster air bag to protect the driver's legs
- Knee bolster air bag to protect the officer's legs

The air bags shall use a combination of high-pressure stored argon and oxygen with a pyrotechnic charge for initiation to inflate the bags remain inflated for several seconds.

The system shall be connected to the crash detection sensor that will also activate the driver and first officer integrated belt pretensioners if it detects a frontal crash.

A RollTek™ rollover occupant protection system shall be installed in the apparatus cab. The system shall include an integrated roll sensor (IRS) master module and a slave sensor in applicable configurations.

The IRS shall be a microprocessor-controlled solid-state sensing device that utilizes vehicle-specific calibrations to detect rollovers. The IRS shall be equipped with pyrotechnic loops for connection to the

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protective countermeasures which shall include seat integrated side roll airbags (SRA), integrated seat belt pretensioners, and air seat pull-downs (S4S), in applicable occupant seat positions.

The IRS shall continuously monitor the truck's acceleration and angle, and upon detection of an imminent roll-over, shall activate protective countermeasures in a pre-programmed sequence. In addition, the IRS shall also act as a data recorder to record crash events for post-crash evaluation.

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the "Classic" design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

FRONT GRILLE

The front cab fascia shall include a classic box style, 304 stainless steel front grille. The grille shall measure 55.45 wide X 33.50 inches high X 1.50 inches deep. The upper portion of the grille shall be hinged to provide service access behind the grille. The grille shall include a minimum free air intake of 750.00 square inches.

CAB UNDERCOAT

There shall be a rubberized undercoating applied to the underside of the cab that provides abrasion protection, sound deadening and corrosion protection.

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

CAB PAINT EXTERIOR

The cab exterior shall be painted two tone per customers specified paint colors.

CAB PAINT PROCESS/MANUFACTURER

The cab shall be painted with Sikkens paint prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the cab shall be mechanically etched by sanding disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once all imperfections on the exterior surfaces are removed and sanded smooth, body fillers shall be applied to the cab on all surfaces that require a critically aesthetic finish and sanded smooth.

The entire cab shall then be coated with a high quality base primer that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be sanding the cab to a smooth finish

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followed by sealing the seams with an automotive seam sealer. The minimum thickness of the primer coat after sanding shall be 2.50 mils with a maximum thickness of 5.00 mils.

The cab shall then be painted the specific color(s) designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on an emergency scene. The paint shall have a minimum thickness of 1.00 mils with a maximum of 4 mils, followed by a clear top coat with a minimum of 2.5 mils and a maximum of 3.5 mils. The entire cab shall then be baked to speed the curing process of the coatings.

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be:

CAB PAINT SECONDARY/UPPER COLOR

The secondary/upper paint color shall be:

CAB PAINT EXTERIOR BREAKLINE

The upper and lower paint shall meet at a breakline on the cab which shall be located approximately 1.00 inch below the door windows on each side of the cab. The breakline shall curve down at the front cab corners to approximately 5.00 inches below the windshields on the front of the cab.

CAB PAINT PINSTRIPE

A 0.50 inch wide silver reflective tape with black borders shall be applied on the break line between the two different colored surfaces.

CAB PAINT WARRANTY

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall feature a medium gray spray on bedliner coating which shall mold to each surface of the cab interior. The bedliner shall be environmentally friendly and chemically resistant.

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

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CAB ENTRY DOOR TYPE

All cab entry doors shall be full length in design to fully enclose the lower cab steps. Entry doors shall include Pollak mechanical plunger style switches for electrical component activation.

CAB INSULATION

The cab ceiling and walls shall include a nonwoven polyester fiber insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

LH MID EMS COMPARTMENT

The cab shall include a compartment located in the middle of the wall above the left side wheel well. This compartment shall be offset and measure 17.00 inches just inside the door opening offset to 24.00 inches wide X 41.00 inches high X 25.00 inches deep.

The cab shall include a hinged box pan door featuring a full length stainless steel piano style hinge and a bright aluminum tread plate inner panel located in the middle of the wall above the left side wheel well. The compartment shall have a clear door opening of 15.00 inches wide X 24.00 inches high.

The cab compartment located in the middle of the wall above the left side wheel well shall include solid aluminum walls. The rear facing wall shall include a side interior access point 14.50 inches high in the uppermost portion of the compartment. This compartment shall be finished to customer specification.

The left hand EMS compartment shall include access from inside the cab. The compartment shall be accessible from the inside of the cab via a cutout. The interior access provision shall feature a clear opening of 15.00 inches wide and as tall as possible in the available customer specified left EMS compartment height and access point.

The left hand mid EMS compartment located in crew area of the cab shall include a shelf that shall be 24.00 inches from the bottom of the compartment floor and non-adjustable. The shelf shall be mounted with pan head fasteners to minimize damage to stored items and shall include a 1.00 inch lip around the edges. An additional 1.00 inch lip around the compartment top edges shall create an additional shelf for storage. The shelf shall be finished the same as the interior of the compartment.

The left side EMS compartment door shall include an Eberhard chrome plated slam latch. There shall be a switch to activate the open compartment warning light in the cab in the event the door is left ajar.

The cab shall include a polished stainless steel scuff plate wrapped around the bottom edge of the compartment opening. The scuff plate shall extend approximately 2.00 inches onto the painted cab surface below the left side compartment door.

The interior portion of each of the mid EMS compartments shall include compartment door activated LED lighting to illuminate all usable surfaces within each compartment.

The EMS compartment exterior shall feature a medium gray spray on bedliner coating.

The EMS compartment interior shall feature a medium gray spray on bedliner coating.

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REAR CAB ROOF MODIFICATION

The cab shall include a rear wall extension. The cab extension shall extend 13.50 inches out from the back wall of the cab and 57.25 inches down from the raised cab roof and shall be full width of the cab. The lower interior flat surface of the entire cab extension shall be 12.00 inches above the cab floor.

The rear wall extension weight limit shall be 1500 pounds.

CAB STRUCTURAL WARRANTY

Purchaser shall receive a Cab Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0602. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

MULTIPLEX DISPLAY

The multiplex electrical system shall include a Weldon Vista IV display which shall be located on the left side of the dash in the switch panel. The Vista IV shall feature a full color LCD display screen which includes a message bar displaying the time of day and important messages requiring acknowledgement by the user which shall all be displayed on the top of the screen in the order they are received. There shall be eight (8) push button virtual controls, four (4) on each side of the display for the on-board diagnostics. The display screen shall be video ready for back-up cameras, thermal cameras, and DVD.

The Vista IV display shall offer varying fonts and background colors. The display shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

The Vista display and control screen shall be configured specifically for the vista dimmer control screen to have two dimmer settings. The dimmer settings shall be labeled "DAY" (Normal) and "NIGHT". This shall omit the additional default settings "MAX" and "DIM".

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LOAD MANAGEMENT SYSTEM

The apparatus load management shall be performed by the included multiplex system. The multiplex system shall also feature the priority of sequences and shall shed electrical loads based on the priority list specifically programmed.

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the Weldon Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system. The laptop connection shall be a panel mounted female type B USB connection point, remotely mounted in the left side foot well.

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

An OEM body connections bracket shall be installed on the chassis near the left hand battery box. The bracket shall include one (1) set each of 200 amp master power switched and 300 amp battery direct fused power and ground studs.

AUXILIARY ACCESSORY POWER

An auxiliary six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed behind the switch panel. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load. There shall be a label to indicate the amp load of the fuse panel.

ADDITIONAL ACCESSORY POWER

An additional six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed on the side wall of the engine tunnel behind the officer's seat. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

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EXTRA ACCESSORY POWER

An extra six (6) position Blue Sea Systems 5025 blade type fuse panel shall be provided and coiled loose on the floor at the center of the rear wall of the cab with 4.00 feet of additional wiring. The fuse panel shall be protected by a 60 amp fuse. The panel shall be capable of carrying up to a maximum 60 amp battery direct load.

ANCILLARY ACCESSORY POWER

One (1) ancillary six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed vertically behind the driver's seat on the side of the engine tunnel. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

ELECTRICAL SYSTEM WARRANTY

Purchaser shall receive an Electrical System Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0202. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ENGINE

The chassis engine shall be a Cummins X12 engine. The X12 engine shall be an in-line six (6) cylinder, four cycle diesel powered engine. The engine shall offer a rating of 500 horse power at 1900 RPM and shall be governed at 2000 RPM. The torque rating shall feature 1700 foot pounds of torque at 1000 RPM with 720 cubic inches (11.8 liter) of displacement.

The X12 engine shall feature a VGT™ Turbocharger, a high pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2021 emissions standards using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an engine mounted combination full flow/by-pass oil filter with replaceable spin on cartridge for use with the engine lubrication system. The engine shall include Citgo brand Citgard 500, or equivalent SAE 15W40 CK-4 low ash engine oil which shall be utilized for proper engine lubrication.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade 0.19 of an inch thick aluminum alloy plate. The tunnel shall be a maximum of 46.50 inches wide X 29.00 inches high.

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DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit.

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with a virtual Vista button and an automatic high-idle speed control. It shall be pre-set so when activated, it will operate the engine at the appropriate RPM to increase alternator output. This device shall operate only when the engine is running and the transmission is in neutral with the parking brake set. The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake is released, or when the transmission is placed in neutral. There shall be an indicator on the Vista display and control screen for the high idle speed control.

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/medium/high virtual button on the Vista display and control screen. The multiplex system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

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ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

FLUID FILLS

The front of the chassis shall accommodate fluid fill for the engine oil through the grille. This area shall also accommodate a check for the engine oil. The transmission, power steering, and coolant fluid fills and checks shall be under the cab. The windshield washer fill shall be accessible through the front left side mid step.

ENGINE DRAIN PLUG

The engine shall include a Femco Compact oil drain plug. A corresponding screw on Femco drainer shall be shipped loose to allow for easier draining of the engine oil.

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

REMOTE THROTTLE HARNESS

An apparatus interface wiring harness for the engine and transmission pump interlocks shall be supplied with the chassis. The harness shall include a connector for connection to a chassis pump panel harness supplied by the body builder and shall terminate in the left frame rail behind the cab for connection by the body builder. The harness shall include circuits deemed for a pump panel and shall contain circuits for a hand throttle, and a multiplexed gauge. Separate circuits shall also be included for a pump control switch, "Pump Engaged" and "OK to Pump" indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, clean power, customer ignition, air horn solenoid switch, high idle switch and high idle indicator light. The harness shall contain interlocks that will prevent shifting to road or pump mode unless the transmission output speed translates to less than 1 mph and the transmission is in neutral. The shift to pump mode shall also require the park brake be set.

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator. This ember separator shall be designed to protect the downstream air filter from embers using a combination of unique flat and crimped metal screens packaged in a heavy duty galvanized steel frame. This multilayered screen shall trap embers and allow them to burn out before passing through the pack.

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The engine air intake system shall also include an air cleaner mounted above the radiator. This air cleaner shall utilize a replaceable dry type filter element designed to prevent dust and debris from being ingested into the engine. A service cover shall be provided on the housing, reducing the chance of contaminating the air intake system during air filter service.

The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton fully variable type fan drive with SmartClutch J-1939 CAN controller.

The variable speed fan clutch only engages at the amount needed for proper cooling to facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail-safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure. The fan speed shall include a J-1939 CAN clutch controller to receive signal from the engine control module to activate at variable rates of speed. Variable speeds shall be set through thermostatic and engine speed signals to run as efficiently and quietly as required to maintain temperature.

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injected molded polymer fan with a three (3) piece fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and rearward oriented sight glass to observe coolant in the system. A cold fill and observation line shall be included within the frame mounted translucent recovery bottle to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump

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hoses and stainless steel “constant torque” style clamps meeting the engine manufacturer's requirements.

The radiator and charge air cooler shall be removable through the bottom of the chassis.

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

ENGINE PUMP HEAT EXCHANGER

A single bundle type coolant to water heat exchanger shall be installed between the engine and the radiator. The heat exchanger shall be designed to prohibit water from the pump from coming in contact with the engine coolant. This shall allow the use of water from the discharge side of the pump to assist in cooling the engine.

COOLANT HOSES

The cooling systems hose shall be formed silicone hose and formed aluminized steel tubing and include stainless steel constant torque band clamps.

ENGINE COOLANT OVERFLOW BOTTLE

A remote engine coolant overflow expansion bottle shall be provided in the case of over filling the coolant system. The overflow bottle shall capture the expansion fluid or overfill rather than allow the fluid to drain on the ground.

ENGINE EXHAUST SYSTEM

The exhaust system shall include an end-in end-out horizontally mounted single module after treatment device, and downpipe from the charge air cooled turbo. The single module shall include four temperature sensors, diesel particulate filter (DPF), urea dosing module (UL2), and a selective catalytic reduction (SCR) catalyst to meet current EPA standards. The selective catalytic reduction catalyst utilizes a diesel exhaust fluid solution consisting of urea and purified water to convert NOx into nitrogen, water, and trace amounts of carbon dioxide. The solution shall be mixed and injected into the system through the DPF and SCR.

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The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The single module after treatment through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system after treatment module shall be mounted below the frame in the outboard position.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six (6) usable gallons and shall be mounted on the left hand side of the chassis frame behind the batteries below the frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

The tail pipe shall have a 7.00 inch offset shifting the exhaust pipe inboard of the exhaust canister to provide additional clearance from the body and frame mounted brackets.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

The exhaust flex joint shall not include the thermal exhaust wrap.

EMISSIONS SYSTEMS WARRANTY

Purchaser shall receive a Regulated Emissions Systems Five (5) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0140. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

TRANSMISSION

The drive train shall include an Allison model EVS 4000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters which shall offer Allison formulated Castrol TranSynd™ synthetic transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

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There shall be an extension provided on the transmission vent to move it upward from its standard position a minimum of 12.00 inches.

The transmission gear ratios shall be:

1st	3.51:1
2nd	1.91:1
3rd	1.43:1
4th	1.00:1
5th	0.74:1
Rev	4.80:1

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select the fifth speed operation without the need to press the mode button.

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V/VI-E transmission EVS group package number 127 shall contain the 198 vocational package in consideration of the duty of this apparatus as a pumper. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

This package shall be coupled with the use of a split shaft PTO and incorporate pumping circuits. These circuits shall be used allowing the vehicle to operate in the fourth range lockup while operating the pump mode due to the 1 to 1 ratio through the transmission, therefore the output speed of the engine is the input speed to the pump. The pump output can be easily calculated by using this input speed and the drive ratio of the pump itself to rate the gallons of water the pump can provide.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V/VI-E transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

<u>Function ID</u>	<u>Description</u>	<u>Wire assignment</u>
Inputs		
C	PTO Request	142
J	Fire Truck Pump Mode (4th Lockup)	122 / 123
Outputs		
C	Range Indicator	145 (4th)
G	PTO Enable Output	130
	Signal Return	103

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

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ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal.

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic transmission fluid drain plug.

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

PTO LOCATION

The transmission shall have two (2) power take off (PTO) mounting locations, one (1) in the 8:00 o'clock position and one (1) in the 1:00 o'clock position.

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with MSI 1810 series universal joints for the main drivelines, and 1710 series for the inter-axle shaft. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat®. The drivelines shall include Meritor brand u-joints with thrust washers.

MIDSHIP PUMP / GEARBOX

A temporary jackshaft driveline and pump mounting brackets shall be installed by the chassis manufacturer to accommodate the midship split shaft pump as specified by the apparatus manufacturer.

The midship pump/gearbox provisions shall be for a Waterous CSUC20 or C22 pump.

The Waterous pump gearbox shall have a "B" (short) drop length.

The ratio for the midship pump shall be 2.27:1.

The midship pump shall be located so the dimension from the centerline of the suction to the centerline of the rear axle is 110.00 inches.

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PUMP SHIFT CONTROLS

One (1) air pump shift control panel shall be located on the left hand side of the engine tunnel, integrated with the shifter pod. The following shall be provided on the panel: a three (3) position control lever; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. The pump shift control panel shall be black with a yellow border outline and shall include pump instructions. An instruction plate describing the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver's position per NFPA **16.10.1.3**. The road mode shall be selected when the control lever is in the forward position and pump mode shall be selected when the control lever is in the rearward position.

The control lever center position shall exhaust air from both pump and road sides of the pump gear box shift cylinder.

PUMP SHIFT CONTROL PLUMBING

Air connections shall be provided from the air supply tank to the pump shift control valve and from the pump shift control valve to the frame mounted bracket. The frame mounted bracket shall include labeling identifying the pump and road connection points with threaded 0.25 inch NPT fittings on the solenoid for attaching the customer installed pump. The air supply shall be pressure protected from service brake system.

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Racor GreenMAX 6600R fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve and a see-through cover to allow visual inspection of fuel and filter condition. The Racor 6600R shall meet engine requirements for particulate size, collection capacity, removal efficiency, and water removal efficiency. The filter shall be capable of handling a maximum flow rate of 150 gallons per hour.

A secondary fuel filter shall be included as approved by the engine manufacturer.

An instrument panel lamp and audible alarm which indicates when water is present in the fuel-water separator shall also be included.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black textile braided lines which are reinforced with braided high tensile steel wire. The fuel lines shall be connected with reusable steel fittings.

FUEL SHUTOFF VALVE

There shall be two (2) fuel shutoff valves which shall be installed, one (1) in the fuel draw line at the primary fuel filter and one (1) in the fuel outlet line at the primary fuel filter to allow the fuel filters to be changed without loss of fuel to the fuel pump.

A third fuel shutoff valve shall be installed in the fuel draw line, near the fuel tank to allow maintenance to be performed with minimal loss of fuel.

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

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FUEL COOLER

A fuel cooler shall be provided to lower fuel temperature allowing the vehicle to operate at higher ambient temperatures. The fuel cooler shall include an electrical fan and temperature-controlled relay switch.

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length.

The baffled tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with "U" straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

FUEL TANK MATERIAL AND FINISH

The fuel tank shall be constructed of 12 gauge aluminized steel. The exterior of the tank shall be powder coated black and then painted to match the frame components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 Method B, results to be 5B minimum. The pencil hardness test per ASTM D3363 shall have a final post-cured pencil hardness of H-2H. The direct impact resistance test per ASTM D2794, results to be 5B minimum.

Any proposals offering painted fuel tanks with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

FUEL TANK STRAP MATERIAL

The fuel tank straps shall be constructed of ASTM A-36 steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible.

FUEL TANK MISCELLANEOUS OPTIONS

The fuel tank shall include an extended vent line. The vent shall include a three (3) feet long vent hose to allow for the vent to be mounted so the end of the vent line is at least forty (40) inches from the ground. The final routing of the vent hose shall be determined by the OEM.

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

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FUEL TANK SERVICEABILITY PROVISIONS

The chassis fuel lines shall have additional length provided so the tank can be easily lowered and removed for service purposes. The additional 8.00 feet of length shall be located above the fuel tank and shall be coiled and secured. The fuel line fittings shall be pointed towards the right side (curbside) of the chassis.

FUEL TANK DRAIN PLUG

A 0.5 inch NPT magnetic drain plug shall be centered in the bottom of the fuel tank.

FRONT AXLE

The front axle shall include a Reyco Granning ResponseMaster®, fire apparatus specific independent front suspension (IFS) offering superior ride and improved handling.

The suspension shall utilize fully independent double wishbone arms with carrier and kingpin for optimized scrub radius. Air springs are tuned for ride and help reduce suspension weight. The IFS reduces turn radius with improved wheel cut over beam axles. The hydraulic damper shall feature rebound control to ensure the maximum load stability and superior driver comfort. The IFS system shall improve handling and offer better braking because of improved ground to tire ratio. This design shall allow for independent adjustment of the vehicle's alignment settings. The IFS shall include an auxiliary transverse leaf spring.

Proposals offering independent front axles comprised of torsion bar style suspensions shall not be considered.

FRONT AXLE WARRANTY

The front axle shall be warranted by Tuthill for three (3) years or 150,000 miles, which ever comes first.

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

FRONT SHOCK ABSORBERS

Two (2) Koni shock absorbers shall be provided and installed as part of the front suspension system. Each shock shall deliver improved road handling and durability.

FRONT SUSPENSION

The chassis shall include an independent front suspension (IFS) system. The known advantages of IFS systems can be improved handling and better braking due to the increase in tire surface to ground contact area. The suspension travel of the IFS shall be approximately 6.50 inches, providing 3.00 inches bounce and 3.50 inches rebound of the suspension. The IFS front axle shall be rated between 21,000 and 24,000 pounds.

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STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

POWER STEERING PUMP

The hydraulic power steering pump shall be a TRW PS and shall be gear driven from the engine. The pump shall be a balanced, positive displacement, sliding vane type. The power steering system shall include an oil to air passive cooler.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and right.

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 85/RCS 85.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

REAR AXLE

The rear axle shall be a Meritor model RT-40-160 tandem drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a rated capacity of 40,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.43 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

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REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for five (5) years with unlimited miles under the general service application.

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

REAR AXLE DIFFERENTIAL CONTROL

The tandem axle chassis shall include an inter-axle differential lock which shall allow both axles to be engaged as drive axles. The inter-axle differential lock shall be controlled by a virtual button on the Vista display and control screen. The Vista display shall indicate when positive engagement of the inter-axle differential lock has occurred.

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 60 MPH +/-2 MPH at governed engine RPM.

REAR AXLE EXTERNAL VENT

The rear axle vent shall be remotely located. The axle manufacturer's vent fitting shall be removed and replaced with a vent tube with the vent fitting re-installed at the end of the tube. The tube shall be 48.00 inches in length. The body manufacturer shall be responsible for the final routing and positioning of the axle vent tube assembly.

REAR SUSPENSION

The tandem rear axle shall feature a Hendrickson Firemaax™ air suspension. Each axle will be independently suspended for optimum performance. The suspension shall include four optimized air springs mounted to cast structural trailing arms, transverse cross beams for increased roll stability and four heavy duty shock absorbers. Dual air height control valves shall be installed to ensure equal frame height on both sides of the vehicle regardless of the load. Axle alignment is maintained using four eccentric bushings at each frame bracket. The rear tandem suspension shall have 54.00 inch axle centers. The rear suspension capacity shall be rated at 40,000 to 48,000 pounds.

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

TIRE INTERMITTENT SERVICE RATING

The chassis shall be rated using the stamped rating on the side of the tire as the basis for determining the maximum vehicle load and speed.

FRONT TIRE

The front tires shall be Michelin 425/65R22.5 "L" tubeless radial XZE regional tread.

The front tire stamped load capacity shall be 22,800 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

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REAR TIRE

The rear tires shall be Michelin 11R-22.5 16PR "H" tubeless radial X Works Z mixed service tread.

The rear tire stamped load capacity shall be 24,020 pounds per axle with a nominal speed rating of 65 miles per hour when properly inflated to 120 pounds per square inch.

REAR AXLE RATIO

The rear axle ratio shall be 5.38:1.

TIRE PRESSURE INDICATOR

There shall be electronic chrome LED valve caps shipped loose for installation by the OEM which shall illuminate with a red LED when tire pressure drops 8psi provided. The valve caps are self-calibrating and set to the pressure of the tire upon installation.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch aluminum wheels. The outer face of the wheels shall feature Alcoa's Dura-Bright® finish as an integral part of the wheel surface. Alcoa Dura-Bright® wheels keep their shine without polishing. Brake dust, grime and road debris are easily removed by simply cleaning the wheels with soap and water. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

REAR WHEEL

The rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with a polished outer surface and Alcoa Dura-Bright® wheel treatment as an integral part of the wheel surface. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with a polished inner and outer surface and Alcoa Dura-Bright® wheel treatment as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall include Counteract brand balancing beads.

WHEEL TRIM

The front wheels shall include stainless steel lug nut covers and stainless steel baby moons shipped loose with the chassis for installation by the apparatus builder. The baby moons shall have cutouts for oil seal viewing when applicable.

The rear wheels shall include stainless steel lug nut covers and band mounted spring clip stainless steel high hats shipped loose with the chassis for installation by the apparatus builder.

The lug nut covers, baby moons, and high hats shall be RealWheels® brand constructed of 304L grade, non-corrosive stainless steel with a mirror finish. Each wheel trim component shall meet D.O.T. certification.

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BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include, at a minimum, a three (3) air tank, four (4) reservoir system with a total of 6236 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The tandem rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A six (6) sensor, six (6) modulator Anti-lock Braking System (ABS) shall be installed on the front and tandem rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the tandem rear axle. The ATC system shall apply the ABS when the drive wheels loose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual style switch shall be provided and properly labeled "mud/snow". When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle's motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle's lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

FRONT BRAKES

The front brakes shall be Knorr/Bremse SN7 disc brakes with 17.00 inch vented rotors.

REAR BRAKES

The rear brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

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SUPPLEMENTAL BRAKE

A supplemental brake engagement shall be supplied that can only be engaged while the rear spring brakes are engaged. In addition to the mechanical rear brake engagement, the front service brakes shall also be engaged via air pressure, providing additional braking capability. Front service brake activation shall be accomplished with activation of the rear mechanical park brake valve.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake.

The parking brake actuation valve shall be mounted to the left side of the engine tunnel integrated into the transmission shift pod console within easy access of the driver. The control shall include a protective guard which shall prevent accidental activation of the parking brake and still allow proper actuation of the control.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral 100 watt heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be located on the right hand frame rail forward of the front wheel behind the right hand cab step.

FRONT BRAKE CHAMBERS

The front brakes shall be provided with type 24 brake chambers as supplied with the independent front suspension axle.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 24/30 H.O.T. (High Output Technology) brake chambers shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake pads against the brake rotor.

AIR COMPRESSOR

The air compressor provided for the engine shall be a naturally aspirated Wabco® SS440 single cylinder pass-through drive type compressor which shall be capable of producing 26.0 CFM at 1200 engine RPMs. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation.

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket.

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AUXILIARY AIR RESERVOIR

One (1) auxiliary air reservoir with a 2084 cubic inch capacity shall be installed on the chassis to act as an additional reserve supply to the air system for air horn, air tool, or other non-service brake use. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

MOISTURE EJECTORS

Automatic moisture ejectors with a manual drain provision shall be installed on all reservoirs of the air supply system. The manual drain provision shall include an actuation pull cable coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) will be blue.

Brass compression type fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.

AIR INLET CONNECTION

An air connection for the shoreline air inlet shall be supplied.

The air inlet shall be installed in the left hand side lower front step in the forward position.

The air connector supplied shall be a 0.25 inch size Tru-Flate Interchange style manual connection which is compatible with Milton 'T' style, Myers 0.25 inch Automotive style and Parker 0.25 inch 10 Series connectors.

AIR TANK SPACERS

There shall be spacers included with the air tank mounting. The spacers shall move the air tanks 1.50 inches inward towards the center of the chassis. This shall provide clearance between the air tanks and the frame for body U-bolt clearance.

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted perpendicular to frame.

WHEELBASE

The chassis wheelbase shall be 230.00 inches.

The chassis rear overhang shall be 82.00 inches.

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FRAME

The frame shall consist of double rails running parallel to each other with cross members forming a ladder style frame. The frame rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep upper and lower flanges X 0.38 inches thick with an inner channel of 9.44 inches high X 3.13 inches deep and 0.38 inches thick. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. Each double rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,213,100 inch pounds and have a minimum section modulus of 29.21 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the "box method" shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

FRAME CLEAR AREA

The chassis frame shall be left clear of chassis mounted components inside or outside the frame rails within the first 30.00 inches behind the cab to allow space for OEM installed components. Cross members may be installed in the clear area if required for proper frame or driveline configuration.

FRAME PAINT

The frame rails shall be hot dip galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

- Main frame "C" channel or channels

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

- Steering gear bracket
- Front splayed rails and fish plates
- Bumper extensions
- Cross members
- Cross member gussets
- Fuel tank mounting brackets
- Fuel tank straps (unless material/finish is specified in 3130 subcat)
- Air tanks (unless color coded tanks are specified in 3205 subcat)
- Air tank mounting brackets

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- Exhaust mounting brackets
- Air cleaner skid plate
- Radiator skid plate
- Battery supports, battery trays and battery covers

Other non-galvanized under carriage components which are received from the suppliers with coatings already applied shall include but are not limited to:

- Suspension components
- Front and rear axles

All powder coatings, primers and paint used on the non-galvanized components shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-cured pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

FRAME PAINT - MISCELLANEOUS

There shall be an RTV type sealant applied to the seams between the frame rail and the frame liner(s) to help prevent water intrusion between the frame rails. The sealant shall be applied to all seams along the length of the frame and at the top, front, and rear ends of the liner(s). The sealant shall be applied after the frame rails have been assembled and painted.

FRAME ASSEMBLY STRUCTURAL

Purchaser shall receive a Frame Assembly Structural Fifty (50) Years or 250,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0305. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME RAIL CORROSION

Purchaser shall receive a Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0316. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME COMPONENTS CORROSION

Purchaser shall receive a Frame Components Corrosion (Powder Coat) Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0313. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

REAR MUD FLAP

The unit shall be equipped with a temporary wooden fender and mud flap assembly for transport to the body manufacturer.

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FRONT BUMPER

The chassis shall be equipped with a severe duty front bumper constructed from structural steel channel. The bumper material shall be 0.38 thick ASTM A36 steel which shall measure 12.00 inches high with a 3.05 inch flange and shall be 104.50 inches wide with angled front corners.

The front bumper shall be extended approximately 24.00 inches ahead of the cab.

The front bumper shall be painted the same as the lower cab color. The front bumper trim shall feature a black spray on bedliner coating.

A stainless steel trim angle, painted to the customer's specifications, shall be installed on the top corner of the bumper across the front and on the top corner of the bumper tails. The trim angle shall measure 1.10 inches wide on the horizontal flange and 1.60 inches tall on the vertical flange. The trim shall be affixed to the bumper, below the apron without holes and fasteners.

The 24.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate. The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

FRONT BUMPER DISCHARGE

The chassis shall include frame mounted 2.50 inch diameter plumbed pipe intended for use as a discharge trash line. The discharge pipe shall be routed from the left hand front splay rail area behind the bumper to the area rear of the front axle, ahead of the battery box.

The discharge shall pipe shall be a, 2.50 inch stainless steel schedule 10 tube. The discharge shall include a Victaulic groove for connecting to the pump and discharge hose plumbing on each end of the tube.

The apparatus manufacturer shall plumb the discharge pipe to the pump and shall provide all valves as required.

FRONT BUMPER GUIDE POLES

The cab bumper sides shall include a 42.00 inch chromed poles on the left and right sides of the bumper. The poles shall be mounted so the top of the pole is approximately at the same height as the bottom of the windshield. Each pole shall include an amber light at the top for improved night visibility. There shall be an electrical connection to allow for ease of removal and or replacement.

MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep. The siren shall include mounting hardware designed to recess or flush mount.

The siren shall be recess mounted on the right side of the front fascia of the bumper, in the outboard position. The siren shall be mounted completely behind the face of the bumper to protect the siren from damage.

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AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the inboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the inboard position relative to the left hand frame rail.

One (1) air reservoir, with a 2084 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

ELECTRONIC SIREN SPEAKER

There shall be two (2) Federal Signal Inc. Dynamax® model ES100C, 100 watt speakers provided. Each speaker shall measure 5.90 inches tall X 5.50 inches wide X 2.30 inches deep. Each speaker shall include a Federal Signal "Electric F" style grille which shall measure 6.61 inches tall X 6.78 inches wide.

The two (2) electronic siren speakers shall be located on the front bumper face between the frame rails in the right and left side outboard positions.

FRONT BUMPER TOW HOOKS

Two (2) heavy duty tow hooks, painted to match the frame components, shall be installed below the front bumper in the forward position, bolted directly to the underside of each chassis frame rail with grade 8 bolts.

FRONT LICENSE PROVISION

The bumper shall include four (4) mounting holes and screws to allow for a license plate to be installed by the OEM or end user. The mounting holes shall be drilled and tapped for ¼-20 threaded bolts.

TOW FORK PROVISION

Two (2) heavy duty steel towing forks shall be bolt-on to the underside of the frame flange and butted to the bottom frame with a fish plate joint. Each shall be shaped like an upside down "U" to act as a designated hookup point to accept a tow bar from a service vehicle without having to reach the front axle. The robust design shall allow a disabled vehicle to be lifted and towed without doing damage to the bumper or bumper mounted options. The provisions shall be mounted directly behind the cab tilt cross member to provide optimal vehicle stability while maintaining access for most heavy duty tow stingers.

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis above the battery box.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

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It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks. Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

CAB TILT AUXILIARY PUMP

A manual cab tilt pump module shall be attached to the cab tilt pump housing.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.

CAB TILT CONTROL RECEPTACLE

The cab tilt control cable shall include a receptacle which shall be temporarily located on the right hand chassis rail rear of the cab to provide a place to plug in the cab tilt remote control pendant. The tilt pump shall include 8.00 feet of cable with a six (6) pin Deutsch receptacle with a cap.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

CAB WINDSHIELD

The cab windshield shall have a surface area of 2969.88 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be installed using black self locking window rubber.

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GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door windows shall be controlled using a switch on each respective side door window ledge. The driver's inner door panel shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black anodized ring on the exterior.

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear window shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

CLIMATE CONTROL

A ceiling mounted combination defroster and cabin heating and air conditioning system shall be located above the engine tunnel area. The system covers and plenums shall be of severe duty design made of aluminum which shall be coated with a customer specified interior paint. The design of the system's covers shall provide quick access to washable air intake filters as well as easy access to other serviceable items.

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The air delivery plenums provide targeted airflow directly to the vehicle occupants. Six (6) adjustable louvers will provide comfort for the front seat occupants and ten (10) adjustable louvers will provide comfort for the rear crew occupants.

The system shall be capable of producing up to 12 FPM of air velocity at all occupant seating positions. Separate front and rear blower motors shall be of brushless design and shall be controlled independently. It shall be capable of reducing the interior cabin air temperature from 122° F (+/- 3° F) to 80° F in thirty minutes with 50% relative humidity and full solar load as described in SAE J2646.

The system shall also provide heater pull up performance which meets or exceeds the performance requirements of SAE J1612 as well as defrost performance that meets or exceeds the performance requirements of SAE J381.

A gravity drain system shall be provided that is capable of evacuating condensate from the vehicle while on a slope of up to a 13% grade in any direction.

The air conditioning system plumbing shall be a mixture of custom bent zinc coated steel fittings and Aeroquip flexible hose with Aeroquip EZ-Clip fittings.

The overhead heater/defroster plumbing shall include an electronic flow control valve that re-directs hot coolant away from the evaporator, via a bypass loop, as the temperature control is moved toward the cold position.

Any component which needs to be accessed to perform system troubleshooting shall be accessible by one person using basic hand tools. Regularly serviced items shall be replaceable by one person using basic hand tools.

***The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.*

Individual component level BTU ratings is not an accurate indicator of the performance capability of the completed system. System individual component BTU ratings:

- Air conditioning evaporator total BTU/HR: 82,000
- Air conditioning condenser total BTU/HR: 59,000
- Heater coil total BTU/HR: 98,000

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be in the center dash center switch panel, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be painted with a multi-tone silver gray texture finish.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed centered on the cab forward of the raised roof against the slope rise.

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted compressor. The compressor shall be compatible with R134-a refrigerant.

***The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.*

Individual component level ratings are not an accurate indicator of the performance capability of the completed system.

Refrigerant Compressor displacement: 19.1 cubic inches per revolution.

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.30 inch thick including a multi-layer foil faced glass cloth and polyester fiber layer. The foil surface acts as protection against heat, moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The cab floor insulation shall measure 0.56 inch thick including a 1.0#/sf PVC barrier and a moisture and heat reflective foil facing, reinforced with fiberglass strands. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by acrylic pressure sensitive adhesive. In addition, the insulation on the underside of the cab floor shall have aluminum pins with hard hat, hold in place fastening heads and an expanded metal overlay to assist in retaining the insulation tight against the cab. The insulation inside the tunnel shall have a removable aluminum overlay installed to protect the insulation and assist in retaining the insulation tight against the engine tunnel surfaces.

The cab floor insulation shall cover the driver and officer floor areas as well as all crew floor areas and compartment floor areas if applicable.

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and embossed treadplate trim that shall wrap 2" horizontally and vertically. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

INTERIOR TRIM

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with vinyl.

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The center dash electrical access cover shall include a gas cylinder stay which shall hold the cover open during maintenance.

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 4.50 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

POWER POINT DASH MOUNT

The cab shall include two (2) Kussmaul 091-264 Dual serial bus (USB) charging receptacles in the cab dash rocker switch cutout to provide a power source for USB chargeable electrical equipment. Each USB receptacle shall include one (1) USB type A port capable of a 3.6 Volt-18 watt output and one (1) type C USB port capable of a 3.3 Volt-45 watt output. The receptacles shall be wired battery direct and include an LED indicator light.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of SAE 304 stainless steel with embossed perforations and diamond shaped cutout. The perforations and cutouts shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The step shall feature a splash guard to reduce water and debris from splashing in to the step. The splash guard shall have drainage holes beneath the back of the step to allow debris and water to flow through rather than becoming trapped within the stepping surface. The stainless steel material shall have a number 8 mirror finish. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

UNDER CAB ACCESS DOOR

The cab shall include an aluminum access door in the left crew step riser painted to match the cab interior paint with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 of an inch thick aluminum plate. The door panels shall include a painted finish.

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their department, city, township, or county.

CAB DOOR TRIM REFLECTIVE

In accordance with the current standards of NFPA, the body builder shall provide 96.00 square inches of reflective material on the interior of each cab door.

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each "A" post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a DA sand finish to assist personnel entering and exiting the cab.

INTERIOR GRAB HANDLE REAR DOOR

A DA sanded cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

WESLACO FIRE DEPARTMENT

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INTERIOR SOFT TRIM COLOR

The cab interior soft trim surfaces shall be gray in color.

INTERIOR TRIM SUN VISOR

The header shall include two (2) 7.00 inches high X 18.00 inches wide impact resistant, transparent acrylic polycarbonate sun visors with a smoke gray tint shall be provided and installed on the header above the driver and officer.

The see thru visors are designed for maximum flexibility of positioning utilizing an arm with virtually unlimited adjustability with 13.50 inch long lateral travel of the tinted visor at the end of the arm which can be locked in place by a thumbscrew.

The visors are easily adjusted and can be placed into a chosen position with one hand. The sun visors will help protect vehicle occupants from solar glare without obscuring their vision.

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be gray in color.

CAB PAINT INTERIOR

The inner door panel surfaces shall feature a medium gray spray on bedliner coating.

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall feature a medium gray spray on bedliner coating.

TRIM CENTER DASH INTERIOR PAINT

The entire center dash and any accessory pods attached to the dash shall feature a medium gray spray on bedliner coating.

TRIM LEFT HAND DASH INTERIOR PAINT

The left hand dash shall feature a medium gray spray on bedliner coating.

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall feature a medium gray spray on bedliner coating.

DASH PANEL GROUP

The main center dash area shall include three (3) aluminum removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The panels shall be coated with a black texture finish. The center panel shall be within comfortable reach of both the driver and officer.

SWITCHES CENTER PANEL

The center dash panel shall include two (2) rocker switch positions in the panel.

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A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SWITCHES LEFT PANEL

The left dash panel shall include one (1) windshield wiper/washer control switch located in the left hand side of the panel. The switch shall have backlighting provided.

SWITCHES RIGHT PANEL

The right dash panel shall include six (6) rocker switch positions in a three (3) over three (3) switch configuration.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the vehicle display and control screen(s) and a fast tone audible alarm. The wiring connections at each seat shall have heat shrink tubing applied so that the wiring cannot be easily disconnected to disable the system.

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and applicable audible alarm shall remain active until all occupied seats have the seat belts fastened.

SEAT MATERIAL

The Bostrom Firefighter seats shall include a covering of extra high strength, wear resistant fabric made of durable low seam Durawear Plus™ ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Durawear Plus™ meets or exceeds specification of the common trade name Imperial 1800. The material meets FMVSS 302 flammability requirements.

SEAT COLOR

All seats supplied with the chassis shall be black in color. All seats shall include red seat belts.

SEAT BACK LOGO

The seat back shall include the "Spartan" logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

SEAT DRIVER

The driver's seat shall be an H.O. Bostrom 500 Series Firefighter Sierra model seat. The seat shall feature eight-way electric positioning. The eight positions shall include up and down, fore and aft, back angle adjustment and seat rake adjustment. The seat shall feature integral springs to isolate shock. The fore and aft travel shall be limited as required due to customer selected items such as axillary air compressors, battery conditioners and their specified locations.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches measured with the seat height adjusted to the lowest position of travel.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207, 209, and 210 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK DRIVER

The driver's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

SEAT MOUNTING DRIVER

The driver's seat shall be installed in an ergonomic position in relation to the cab dash.

OCCUPANT PROTECTION DRIVER

The driver's position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Driver's seating area protection shall include:

- Drivers airbag DAB - inflates a steering wheel airbag to protect the head and neck of the driver.
- Driver's knee airbag DKAB - inflating knee bolster airbags to protect the knees.
- Integrated roll sensor IRS - detects an imminent rollover, activates protective devices and records crash events.
- Integrated belt pretension IBP - device for mechanical and/or electrical seats tightens the seat belt, securing driver in seat and positions driver for contact with seat integrated head cushion side roll airbag.
- Inflatable head cushion seat integrated side roll airbag SRA - protects driver's head/neck and shields driver from dangerous surfaces.

WESLACO FIRE DEPARTMENT

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SEAT OFFICER

The officer's seat shall be a H.O. Bostrom 500 Series Sierra seat model. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK OFFICER

The officer's seat back shall include an IMMI brand SmartDock® Gen 2 hands-free self contained breathing apparatus (SCBA) holder. The hands-free holder shall meet NFPA 1901-03 9G dynamic requirements for cylinder restraint systems for use in crew compartments of emergency response vehicles. The bracket shall accommodate and secure most types of self-contained breathing apparatus cylinders.

The hands-free holder shall consist of a back plate, bottom cradle, non-marring top claws, and claw height adjustment knob. The height adjustment knob shall allow for easy adjustment of the claws to the SCBA. The hands-free holder's claws shall lock from inertial forces to prevent the SCBA from becoming a projectile in the event of a crash to meet the NFPA 1901-03 standard for SCBA retention. The SCBA holder shall offer single-motion insertion into the claws and hands-free release when the SCBA fitted seat occupant rises.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

SEAT MOUNTING OFFICER

The officer's seat shall offer a special mounting position which is 4.00 inches rearward of the standard location offering increased leg room for the occupant.

OCCUPANT PROTECTION OFFICER

The officer's position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

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The Officer's seating area protection shall include:

- Officer's knee airbag OKAB - inflating knee bolster airbags to protect the knees.
- Integrated roll sensor IRS - detects an imminent rollover, activates protective devices and records crash events.
- Integrated belt pretension IBP - device for mechanical and/or electrical seats tightens the seat belt, securing officer in seat and positioning officer for contact with seat integrated head cushion side roll airbag.
- Inflatable head cushion seat integrated side roll airbag SRA - protects officer's head/neck and shields officer from dangerous surfaces.

POWER SEAT WIRING

The power seat or seats installed in the cab shall be wired directly to battery power.

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

SEAT FORWARD FACING CENTER

The crew area shall include two (2) forward facing center crew seats with both located at the center of the rear wall.

The forward facing center seat shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK FORWARD FACING CENTER

The crew area seat backs shall include an IMMI brand SmartDock® Gen 2 hands-free self contained breathing apparatus (SCBA) holder. The hands-free holder shall meet NFPA 1901-03 9G dynamic requirements for cylinder restraint systems for use in crew compartments of emergency response

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vehicles. The bracket shall accommodate and secure most types of self-contained breathing apparatus cylinders.

The hands-free holder shall consist of a back plate, bottom cradle, non-marring top claws, and claw height adjustment knob. The height adjustment knob shall allow for easy adjustment of the claws to the SCBA. The hands-free holder's claws shall lock from inertial forces to prevent the SCBA from becoming a projectile in the event of a crash to meet the NFPA 1901-03 standard for SCBA retention. The SCBA holder shall offer single-motion insertion into the claws and hands-free release when the SCBA fitted seat occupant rises.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

OCCUPANT PROTECTION FFC

The forward facing center seat positions shall be equipped with the RollTek™ rollover occupant protection system which shall secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a rollover accident.

The system shall function using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll shall provide instantaneous occupant protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

System Components Shall Include:

- Integrated Roll Sensor IRS - detects an imminent rollover, activates protective devices and records crash events.
- Integrated Belt Pretension IBP with flip-up (non theatre) and fixed mechanical seats - tightens the seat belt around occupant, securing occupant in seat.
- Integrated Gas Pretension IGP with flip-up theatre style seats - tightens the seat belt around occupant, securing occupant in seat.

SEAT FRAME FORWARD FACING

The forward facing crew area seating positions shall include a full width, integrated seat mounting surface which shall be the lower interior surface of the rear cab roof modification extension. The seat mounting area shall span the full width of the cab and the full depth of the cab roof modification extension. The seat mounting area shall be painted with the same color as the remaining interior of the cab.

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall offer a special mounting. The seats shall be installed 24.00 inches apart offering additional room for each occupant.

CAB FRONT UNDERSEAT STORAGE ACCESS

The left and right under seat storage areas shall have a solid aluminum hinged door with non-locking latch.

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall feature a medium gray spray on bedliner coating.

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WINDSHIELD WIPER SYSTEM

The cab shall include a triple arm linkage wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers; each shall be affixed to a radial arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position. The windshield wipers shall be interlocked with the park brake allowing activation only when the park brake is released.

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow "Check Message Center" indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a "Check Washer Fluid Level" message.

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of aluminum with a chrome plated finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

DOOR LOCKS

The cab entry doors shall include a Controller Area Network (CAN) based electronic door lock system which shall include two (2) external keypads, one (1) located on the left side next to the front grab handle and one (1) on the right side next to the front grab handle. There shall be one (1) red rocker switch provided on the inside of each front cab entry door to actuate the cab door locks. Each door lock may also be manually actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door. The electronic door lock system shall include four (4) key fobs for actuation with buttons for cab entry door locks and for compartment door locks.

When the doors are unlocked using the external keypad or the key fobs the interior dome lights shall illuminate and remain on for a period of twenty (20) seconds. The interior dome safety feature shall require the interior lighting power to be battery direct.

Wiring shall also be provided for up to four (4) exterior cab compartments and up to four (4) body compartments.

DOOR LOCK LH EMS COMPARTMENT

The left hand side EMS compartment shall feature a power door lock actuator.

POWER DOOR LOCK COMPARTMENT ACTIVATION

The power door lock feature shall include activation for exterior compartment door locks through the key fob and keypads.

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GRAB HANDLES

The cab shall include one (1) 18.00 inch three-piece knurled aluminum anti-slip exterior grab handle behind each cab door. The Hansen Anti-Slip Rails shall be mounted in bright anodized aluminum 4000 Series II stanchions, complete with weep holes to prevent the buildup of moisture.

The grab rails shall include red reflective tape.

The grab rails shall include a 12 volt, 17.00 inch long clear LED light to provide an increased margin of safety for night time cab entry and egress.

AUXILIARY GRAB HANDLE

There shall be an 18.00 inch three-piece knurled aluminum anti-slip exterior grab handle attached to the front fascia of the cab in the center below the windshield. The Hansen number 4000 Series Lit Anti-Slip Rails shall be mounted in bright anodized aluminum 4000 Series II stanchions, complete with weep holes to prevent the buildup of moisture.

The grab rail shall include a 12 volt, 17.00 inch LED light. The light shall be oriented downwards to prevent glare on the windshield. The grab handles shall also include red reflective tape.

REARVIEW MIRRORS

Retrac Aerodynamic West Coast style dual vision mirror heads model 613295 shall be provided and installed on each of the front cab doors.

The mirrors shall be mounted via 1.00 inch diameter tubular stainless steel arms to provide a rigid mounting to reduce mirror vibration.

The mirrors shall measure 8.00 inches wide X 19.00 inches high and shall include integral convex mirrors installed in the mirror head below the flat glass to provide a wider field of vision. The flat and convex mirrors shall be motorized with remote horizontal and vertical adjustment. The control switches shall be mounted within easy reach of the driver.

The mirrors shall be constructed of a vacuum formed chrome plated ABS plastic housing that is corrosion resistant and shall include the finest quality non-glare glass.

EXTERIOR TRIM REAR CORNER

There shall be mirror finish stainless steel scuff plates on the outside corners at the back of the cab. The stainless steel plate shall be affixed to the cab using two sided adhesive tape.

CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Fender shall consist of an inner liner 16.00 inches wide made of ABS composite and an outer fenderette 3.50 inches wide made of SAE 304 polished stainless steel.

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them. The mud flaps shall extend from the outer edge of the wheel well to the inner edge of the wheel well to provide additional protection from road spray.

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CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Spartan emblems. There shall be one (1) installed on the front air intake grille and one (1) emblem on each of the cab sides.

IGNITION

A master battery system with a keyless start ignition system shall be provided. There shall be a three-position rocker switch with off, battery, and ignition positions as well as a stainless-steel etched engine start push-button. The engine start button shall include an illuminated LED halo ring. Both switches shall be mounted to the left of the steering wheel on the dash.

The engine start switch shall only operate when the master battery and ignition switch is in the "ignition" position.

BATTERY

The single start electrical system shall include six (6) Harris BCI 31 925 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541.

BATTERY TRAY

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up. The batteries shall be held in place by non-conducting phenolic resin hold down boards.

BATTERY BOX COVER

Each battery box shall include a steel cover which protects the top of the batteries. Each cover shall include flush latches which shall keep the cover secure as well as a black powder coated handle for convenience when opening.

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed at the ends with heat shrink and sealant.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step, 8.00 inches apart. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

ALTERNATOR

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

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STARTER MOTOR

The single start electrical system shall include a Delco brand starter motor.

BATTERY CONDITIONER

A battery conditioner prewire shall be provided. The prewire shall include a circuit protected junction box. The junction box shall be located in the cab area between the driver seat and the LH rear facing outer seat position for OEM installation of the conditioner.

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of cab over the wheel well in the forward position rear of the grab handle and above the door entry key pad if applicable.

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

The electrical inlet shall be connected to the battery conditioner.

The electrical inlet connection shall include a blue cover.

HEADLIGHTS

The cab front shall include four (4) rectangular LED headlamps with separate high and low beams mounted in bright chrome bezels. Each lamp shall include a heating system that de-ices the headlight.

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model M6 4.00 inch X 6.00 inch amber LED with clear lens turn signals which shall be installed in an outboard position within the front fascia chrome bezel.

SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) Tecniq S170 LED side marker lights which shall be provided just behind the front cab radius corners. The lights shall be amber with clear lenses and chrome bezels.

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) Tecniq S170 LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level. The lights shall be amber with clear lenses and chrome bezels.

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HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the Vista display and control screen. The headlights and marker lights shall also be activated upon engine startup. There shall be a virtual dimmer control on the Vista display and control screen to adjust the brightness of the dash lights.

INTERIOR OVERHEAD LIGHTS

The cab shall include a Whelen 60CREGCS LED dome lamp located over each door. The dome lamps shall be circular in shape and shall measure approximately 6.00 inches in diameter. The lights shall include push buttons on each lamp to activate both the clear and red portions of the light individually.

The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display.

LIGHTBAR PROVISION

There shall be one (1) light bar installed on the cab roof. The light bar shall be provided and installed by the chassis manufacturer. The light bar installation shall include a lowered mounting that shall place the light bar just above the junction box and wiring to a control switch on the cab dash.

The cab shall be provided with one (1) Whelen model F4N72 light bar. The light bar shall be 72.00 inches in length and feature eighteen (18) customizable pods.

LIGHTBAR SWITCH

The light bar shall be controlled by a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

FRONT SCENE LIGHTS

The front of the cab shall include two (2) Whelen Pioneer model PCH2 contour roof mount scene lights installed on the brow of the cab.

Each 150 watt lamp head shall incorporate a 12 volt DC Super-LED combination flood/spot light installed in a die-cast aluminum housing. Each lamp head shall use a collimator/metalized redux spot/flood reflector assembly with Proclera™ silicone optics and a clear non-optic polycarbonate lens. The lens/reflector assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The PCH2 shall be vibration resistant. The Pioneer PC boards shall be conformal coated for additional protection. Each combination flood/spot light lamp head shall draw 13.0 amps in spotlight mode and generate 17,750 lumens total. Each lamp head shall measure 4.25 inches in height X 14.00 inches in width. The lamp heads and brackets shall be powder coated white.

There shall be two (2) scene lights mounted to the front brow of the cab in the outboard position.

The front scene lighting shall be activated by a virtual button on the vehicle display and control screen and a lighted momentary rocker switch on the dash.

SIDE SCENE LIGHTS

The cab shall include two (2) Whelen model Pioneer PCH2 semi-recess mount lights installed one (1) on each side of the cab.

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Each 150 watt lamp head shall incorporate a 12 volt DC Super-LED combination flood/spot light installed in a die-cast aluminum housing. Each lamp head shall use a collimator/metalized redux spot/flood reflector assembly with Proclera™ silicone optics and a clear non-optic polycarbonate lens. The lens/reflector assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The PCH2 shall be vibration resistant. The Pioneer PC boards shall be conformal coated for additional protection. Each combination flood light lamp head shall draw 13.0 amps in spotlight mode and generate 17,750 lumens total. Each lamp head shall measure 4.25 inches in height X 14.00 inches in width. Each lamp head shall be mounted within a semi-recess housing featuring a chrome flange which shall measure 7.92 inches in height X 17.17 inches in width. The lamp heads and brackets shall be powder coated white.

The scene lighting located on the left and right sides of the cab shall be mounted rearward of the cab "B" pillar in the 10.00 inch raised roof portion of the cab between the front and rear crew doors.

The scene lights shall be activated by two (2) lighted momentary rocker switches located in the switch panel, one (1) for each light and by two (2) virtual buttons on the vehicle display and control screen(s), one (1) for each light.

GROUND LIGHTS

Each door shall include a Tecniq T44 LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

The ground lighting shall be activated when the parking brake is set, by the opening of the door on the respective cab side, through a virtual button on the vehicle display and control screen, when the truck is placed into reverse, and by the respective side turn signal.

UNDER BUMPER LIGHTS

There shall be two (2) 4.00 inch round LED NFPA compliant ground lights mounted under the bumper. The lights shall include a polycarbonate lens, a housing which is vibration welded, and LEDs which shall be shock mounted for extended life. The under bumper ground lighting shall activate with the ground lights.

LOWER CAB STEP LIGHTS

The middle step located at each door shall include a Tecniq T44 LED light which shall activate with the opening of the respective door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

INTERMEDIATE STEP LIGHTS

The intermediate step well area at each door shall include a TecNiQ D06 LED light within a chrome housing. The egress step lights shall provide visibility to the step well area for the first step exiting the vehicle. The egress step lights shall activate with entry step lighting.

ENGINE COMPARTMENT LIGHT

There shall be a LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall activate automatically when the cab is tilted.

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DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red TecNiq K50 LED light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be programmed into the multiplex system which shall sound while the light is activated.

The flashing red light shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed, or an apparatus compartment door is not closed, and the parking brake is released.

MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the vehicle display and control screen which shall be labeled "E Master" for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the "ON" position when the master switch is activated shall automatically power up.

There shall be an additional virtual button on the vehicle display and control screen to manually override an automatic warning light dimmer clearly labeled "WARNING LIGHT DIMMER". The warning light dimmer will automatically reduce the brightness of the warning lights with the display screen "Night" dimmer setting and with the park brake set. The operator can override the warning light dimmer feature and manually select the warning lights to be at normal brightness using the warning light dimmer virtual button, or "Day" display screen brightness. The lights shall also default to normal brightness when the "E Master" button is activated, and the park brake is released.

INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel

The warning lights mounted on the cab front fascia in the inboard positions shall be red with a clear lens.

AUXILIARY FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED warning lights. The lights shall be surface mounted to the front fascia of the cab within a chrome bezel below the inboard headlights.

The auxiliary front warning light located on the left side shall be blue, with a clear lens. The auxiliary front warning light located on the right side shall be red, with a clear lens.

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the vehicle display and control screen. This switch shall be clearly labeled for identification.

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen M6 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn.

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The intersection lights shall be red with a clear lens.

The intersection lights shall be mounted in the forward position on the side of the bumper.

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen M6 Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

The warning lights located on the side of the cab shall be blue with a clear lens.

The warning lights on the side of the cab shall be mounted over the front wheel well forward from the center of the front axle.

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

TANK LEVEL LIGHTS

There shall be two (2) FRC MaxVision surface mount water level light strips.

The light strips shall feature four (4) colors of LED lights to indicate the fluid level of a tank. The colors from top to bottom shall be green, blue, amber, and red.

The tank level lights shall be pre-wired and coiled at rear of the cab for connection to the apparatus by the body builder.

There shall be water level lights mounted on each side of the cab, centered between the rear cab doors and the rear corners of the cab in the flat roof position.

REAR WARNING LIGHTS

The cab shall be prewired and contain a cutout for a Whelen TACTL5 Traffic Advisor control head located in the header above the driver for OEM installation.

Wiring provisions shall be provided routed to the rear of the frame for OEM installation of up to eight (8) individual traffic advisor warning lights rated at no more than one (1) amp each.

The power to the control head shall be ignition switched and activation dependent upon the state of the controllers switched position upon ignition.

INTERIOR DOOR OPEN WARNING LIGHTS

The interior of each door shall include one (1) 15.87 inch long X 0.73 inch tall amber Weldon LED warning light. The light shall be located on the upper portion of the door frame to be visible when a person is standing in front of the door while entering or exiting the cab. Each light shall activate with a scrolling directional flash pattern which moves from inside to outside when the door is in the open position. This shall serve as a warning to oncoming traffic.

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SIREN CONTROL HEAD

A Whelen 295HFSC9 electronic siren control head shall be provided. The siren head shall feature a 200-watt output, wail, yelp, manual siren, and hands free operation which shall allow the operator to turn the siren on and off from the horn ring if a horn/siren selector switch option is also selected. The siren shall be installed in the switch panel with a location specific to the customer's needs.

STEERING WHEEL HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of the electric horn or the air horn from the steering wheel horn button. The horn button selection shall default to the air horn each time the Vista screen power is cycled off and on.

AUDIBLE WARNING LH FOOT SWITCH

A foot switch wired to actuate the mechanical siren(s) shall be supplied for installation in the front section of the cab for driver actuation.

The mechanical siren foot switch shall be a Linemaster model 491-S.

The mechanical siren foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

The mechanical siren foot switch shall be positioned outboard of any other foot switch, if applicable.

A 30.00 degree angled foot switch bracket, wide enough to accommodate (2) foot switches, shall be installed outboard of the steering column for specified driver accessible foot switch activations.

AIR HORN AUXILIARY ACTIVATION

The air horn activation shall be accomplished by a momentary rocker switch on the switch panel.

MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION

The mechanical siren shall be actuated by a momentary rocker switch in the switch panel on the dash. A red momentary siren brake rocker switch shall be provided in the switch panel on the dash. A virtual button for the siren brake shall be provided on the vehicle display and control screen.

MECHANICAL SIREN INTERLOCK

The siren activation shall be interlocked with the park brake and shall only be active when master warning switch is on to prevent accidental engagement.

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

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INSTRUMENTATION

An ergonomically designed instrument panel shall be provided. Each gauge shall be backlit with LED lamps. Stepper motor movements shall drive all gauges. The instrumentation system shall be multiplexed and shall receive ABS, engine, and transmission information over the J1939 data bus to reduce redundant sensors and wiring.

A twenty eight (28) icon lightbar message center with integral LCD odometer/trip odometer shall be included. The odometer shall display up to 999,999.9 miles. The trip odometer shall display 9,999.9 miles. The LCD message center screen shall be capable of custom configuration by the users for displaying certain vehicle status and diagnostic functions.

The instrument panel shall contain the following gauges:

One (1) three-movement gauge displaying vehicle speed, fuel level, and Diesel Exhaust Fluid (DEF) level. The primary scale on the speedometer shall read from 0 to 100 MPH, and the secondary scale on the speedometer shall read from 0 to 160 KM/H. The scale on the fuel and DEF level gauges shall read from empty to full as a fraction of full tank capacity. Red indicator lights in the gauge and an audible alarm shall indicate low fuel or low DEF at 1/8th tank level.

One (1) three-movement gauge displaying engine RPM, and primary and secondary air system pressures shall be included. The scale on the tachometer shall read from 0 to 3000 RPM. The scale on the air pressure gauges shall read from 0 to 150 pounds per square inch (PSI) with a red line zone indicating critical levels of air pressure. Red indicator lights in the gauge and an audible alarm shall indicate low air pressure.

One (1) four-movement gauge displaying engine oil pressure, coolant temperature, voltmeter, and transmission temperature shall be included. The scale on the engine oil pressure gauge shall read from 0 to 100 pounds PSI with a red line zone indicating critical levels of oil pressure. A red indicator light in the gauge and audible alarm shall indicate low engine oil pressure. The scale on the coolant temperature gauge shall read from 100 to 250 degrees Fahrenheit (°F) with a red line zone indicating critical coolant temperatures. A red indicator light in the gauge and audible alarm shall indicate high coolant temperature. The scale on the voltmeter shall read from 9 to 18 volts with a red line zone indicating critical levels of battery voltage. A red indicator light in the gauge and an audible alarm shall indicate high or low system voltage. The low voltage alarm shall indicate when the system voltage has dropped below 11.8 volts for more than 120 seconds in accordance with the requirements of NFPA 1901. The scale on the transmission temperature gauge shall read from 100 to 300 degrees °F with a red line zone indicating critical temperatures. A red indicator light in the gauge and an audible alarm shall indicate a high transmission temperature.

The light bar portion of the message center shall include twenty-eight (28) LED backlit indicators. The lightbar shall be split with fourteen (14) indicators on each side of the LCD message screen. The lightbar shall contain the following indicators and produce the following audible alarms when supplied in conjunction with applicable configurations:

RED INDICATORS

Stop Engine - indicates critical engine fault

Air Filter Restricted - indicates excessive engine air intake restriction

Park Brake - indicates parking brake is set

Low Coolant - indicates critically low engine coolant

Cab Tilt Lock - indicates the cab tilt system locks are not engaged.

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AMBER INDICATORS

Malfunction Indicator Lamp (MIL) - indicates an engine emission control system fault

Check Engine - indicates engine fault

Check Transmission - indicates transmission fault

Anti-Lock Brake System (ABS) - indicates anti-lock brake system fault

High exhaust system temperature – indicates elevated exhaust temperatures

Water in Fuel - indicates presence of water in fuel filter

Wait to Start - indicates active engine air preheat cycle

Windshield Washer Fluid – indicates washer fluid is low

DPF restriction - indicates a restriction of the diesel particulate filter

Regen Inhibit-indicates regeneration of the DPF has been inhibited by the operator

Range Inhibit - indicates a transmission operation is prevented and requested shift request may not occur.

SRS - indicates a problem in the supplemental restraint system

Check Message - indicates a vehicle status or diagnostic message on the LCD display requiring attention.

GREEN INDICATORS

Left and Right turn signal indicators

ATC - indicates low wheel traction for automatic traction control equipped vehicles, also indicates mud/snow mode is active for ATC system

High Idle - indicates engine high idle is active.

Cruise Control - indicates cruise control is enabled

OK to Pump - indicates the pump is engaged and conditions have been met for pump operations

Pump Engaged - indicates the pump transmission is currently in pump gear

Auxiliary Brake - indicates secondary braking device is active

BLUE INDICATORS

High Beam indicator

AUDIBLE ALARMS

Air Filter Restriction

Cab Tilt Lock

Check Engine

Check Transmission

Open Door/Compartment

High Coolant Temperature

High or Low System Voltage

High Transmission Temperature

Low Air Pressure

Low Coolant Level

Low DEF Level

Low Engine Oil Pressure

Low Fuel

Stop Engine

Water in Fuel

Extended Left/Right Turn Signal On

ABS System Fault

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using white LED backlighting.

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RADIO

A Jensen brand radio with weather band, AM/FM stereo receiver, rear RCA input pigtail connector, Bluetooth, satellite radio capability, and a covered front auxiliary mini stereo input with iPod ready front and rear USB inputs shall be installed in a customer specified location.

The radio shall be installed in the right hand overhead position above the officer.

A small antenna shall be located on the right hand side of the cab roof for AM/FM and weather band reception.

There shall be two (2) speakers installed in the front portion of the cab recessed overhead and two (2) speakers installed in the rear portion of the cab overhead. The speakers shall be provided for connection to the sound system.

The radio shall cut-out with activation of a virtual button on the vehicle control and display screen.

CAMERA LEFT HAND

One (1) Audiovox Voyager heavy duty rearview teardrop shaped chrome plated housing camera shall be mounted on the driver side of the cab below the windshield ahead of the front door at approximately the same level as the cab door handles. The camera display shall activate when the left side turn signal is activated.

CAMERA RIGHT HAND

One (1) Audiovox Voyager heavy duty rearview teardrop shaped chrome plated housing camera shall be mounted on the officer side of the cab below the windshield ahead of the front door at approximately the same level as the cab door handles. The camera display shall activate when the right side turn signal is activated.

CAMERA REAR

One (1) Audiovox Voyager heavy duty box shaped HD camera shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear of the vehicle.

The rear camera display shall activate when the vehicle's transmission is placed in reverse.

CAMERA DISPLAY

The camera system shall be wired to a single vehicle display and control screen located on the driver's side dash. The camera system display can be activated through the vehicle display and control screen.

COMMUNICATION ANTENNA

An antenna base, for use with an NMO type antenna, shall be mounted on the left hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna base shall be an Antenex model MABVT8 made for either a 0.38 inch or 0.75 inch receiving hole in the antenna and shall include 17 foot of RG58 A/U cable with no connector at the radio end of the cable. The antenna base design provides the most corrosion resistance and best power transfer available from a high temper all brass construction and gold plated contact design. The antenna base shall be chassis builder supplied.

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The antenna cable shall be routed from the antenna base mounted on the roof to the area inside the center rocker switch console.

AUXILIARY COMMUNICATION ANTENNA

An additional antenna shall be installed on the cab. The antenna shall be an Antenna Plus AP-CG-Q-S11-BL cellular, LTE and Global Positioning System (GPS) antenna. The antenna shall be black in color and shall include a 17.00 foot cable and two (2) TNC docking station connectors. The antenna shall be mounted on the left hand front corner of the cab raised roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna shall be chassis builder supplied.

The auxiliary antenna cable shall be routed from the antenna base mounted on the roof to the area inside the center rocker switch console.

CAB EXTERIOR PROTECTION

The cab face shall have a removable plastic film installed over the painted surfaces to protect the paint finish during transport to the body manufacturer.

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

WARRANTY

Purchaser shall receive a Custom Chassis Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0102. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CHASSIS OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

- (1) Hard copy of the Engine Operation and Maintenance manual with digital copy
- (1) Digital copy of the Transmission Operator's manual
- (1) Digital copy of the Engine Owner's manual

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

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EXHAUST HEAT SHIELD

There shall be an exhaust heat shield added to the chassis provided exhaust. The shield shall terminate past the front compartment and shall incorporate a heavy duty spray on insulation under R1.

The heat shield shall be attached to the underside of the body utilizing a flexible bracket.

ENGINE TUNNEL SHELF

There shall be one (1) shelf installed behind the engine tunnel between the two (2) rear facing EMS compartments. The shelf shall be fabricated out of .125 inch (3.18 mm) smooth aluminum.

The shelf shall extend out to be flush with the EMS compartments, even with the top of the engine tunnel, and shall have a 1.00 inch (25.40 mm) vertical flange.

The accessory shall be a painted finish/color equivalent to the chassis interior unless specified otherwise.

UNIVERSAL MDT TRAY

There shall be one (1) Mobile Data Terminal (MDT) slide tray installed in the cab on the officer's side dash.

The tray shall incorporate one (1) locking and one (1) non-locking 10.00 inch bearing slides. The slides shall be installed 'flat' to reduce the overall height of the tray.

The tray shall be fabricated from .1875 inch smooth aluminum.

The tray shall be a painted finish/color equivalent to the chassis interior unless specified otherwise.

EMS STORAGE COMPARTMENT

There shall be one (1) EMS compartment, fabricated out of .125 inch (3.18 mm) smooth aluminum installed behind the Officer's seat in the chassis cab. finish/color equivalent to the chassis interior unless specified otherwise.

The cab shall include a compartment located in the middle of the wall above the right side wheel well. This compartment shall measure 24.00 inches wide X 41.00 inches high X 25.00 inches deep (matching the cab supplied left side compartment). The cab compartment located in the middle of the wall above the right side wheel well shall include solid aluminum walls with an interior access point rear facing. The compartment shall be accessible from the inside of the cab via a cutout. The interior access provision shall feature a clear opening of 20.00 inches wide and as tall as possible.

The compartment located in shall include a shelf that shall be 30.00 inches from the bottom of the compartment floor and non-adjustable. The shelf shall be mounted with pan head fasteners to minimize damage to stored items and shall include a 1.00 inch lip around the edges. An additional 1.00 inch lip around the compartment top edges shall create an additional shelf for storage.

The compartment opening will have a covering supplied and installed by the apparatus dealer.

One (1) "Access" OnScene Solutions LED strip light shall be installed in accordance with the compartment height to offer the best lighting in the EMS cabinet. The light(s) in each compartment shall be on a separate circuit, turning on only when the park brake is set.

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BATTERY CHARGER

A battery charger with a 40 amp output to the batteries shall be installed in the cab to the bottom of the engine tunnel shelf between the EMS compartments. The charger will be wired into the cab prewire behind the driver seat.

The charger shall be manufactured by Kussmaul Electronics and be Chief Series Charger.

BATTERY CONDITIONER DISPLAY

A Kussmaul Chief remote control panel battery conditioner display shall be supplied. The battery conditioner display shall be mounted in the driver's seat box rearward of the access door.

FRONT BUMPER COMPARTMENT-CENTER

There shall be a front bumper compartment provided on the front bumper extension between the chassis frame rails. The compartment shall be constructed of smooth aluminum and shall have the edges flush with the gravel shield. There shall be drain holes provided in the bottom corners to allow excess moisture to escape.

There shall be a 3.00 inch (76.20 mm) raised .188 inch (4.76 mm) embossed aluminum diamond plate cover provided and installed on the front bumper compartment. The rear edge of the cover shall be angled. The rear edge of the cover shall be attached utilizing a stainless steel hinge. There shall be a chrome 7.00 handle installed on the vertical forward face of the lid. The perimeter of the lid shall have quick lock trim installed. The cover shall be equipped with two (2) stainless steel butterfly latches to secure the lid, one (1) on each outward facing edge towards the front corners. Two (2) hold open devices shall be installed, one on each side of the compartment, to hold the cover in the "Open" position.

If the bumper compartment cover is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

The front bumper compartment shall be sized for storage of the specified booster reel.

CHASSIS REQUIRED LABELING

Signs that state "Occupants must be seated and belted when apparatus is in motion" shall be provided.

They shall be visible from each seating position.

There shall be a lubrication plate mounted inside the cab listing the type and grade of lubrication used in the following areas on the apparatus and chassis:

- Engine oil
- Engine Coolant
- Transmission Fluid
- Pump Transmission Lubrication Fluid
- Drive Axle Lubrication Fluid
- Generator Lubrication Fluid (where applicable)
- Tire Pressures

APPARATUS INFORMATION LABEL

There shall be a high-visibility label installed in a location clearly detectable to the driver while in the seated position.

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The label shall indicate the following specified information.

- Overall Height (feet and inches)
- Overall Length (feet and inches)
- Overall GVWR (tons or metric tons)

CAB TILT CONTROL

There shall be a cab tilt pendant control with a quick-connect coupler provided and installed on the right side of the apparatus. The pendant shall be located directly on the pump panel.

There shall also be a cab tilt instruction plate located as close as possible to the control pendant for ease of operation.

VEHICLE AIR LINE SYSTEM

All chassis air brake system lines and accessories supplied by, or connected to, the chassis air brake system shall be plumbed using DOT approved compression style brass fittings with compression sleeves and stainless steel inserts.

Pipe thread connections shall be sealed with thread sealant containing PTFE that is fast dry, flexible set thread sealant designed for high vibration environments and shall be compatible with all fluids that may exist, or be used in the maintenance of fire apparatus (including, but not limited to: water, DEF, diesel fuel, brake clean, fire suppression foam, engine coolant, motor oil, various greases, transmission fluid, hydraulic fluids, etc.) - TEFLON TAPE THREAD SEALANT SHALL NOT BE USED

All air systems shall be continuous endpoint-to-endpoint runs. HOSES SHALL NOT BE EXTENDED USING ANY TYPE OF COUPLING SOLELY FOR THE PUPOSE OF LENGTHENING THE RUN OF HOSE.

The air system of the completed vehicle shall comply with FMVSS121.

AIR TANK DRAIN LINES (extended)

There shall be manual pull air tank drain lines provided with the apparatus. The air drain lines shall be extended to the outer edge of the apparatus to facilitate draining moisture from the chassis air tanks to a single location for all drains and shall be actuated by a key ring. A label shall be affixed indicating "Air Tank Drain".

HEAT EXCHANGER

The supplementary heat exchanger cooling system shall be provided and installed to the discharge side of the fire pump through to the engine compartment without intermixing, for absorption of excess heat.

The heat exchanger shall be adequate in size to maintain safe operating temperature of the coolant in the pump drive engine and not in excess of the engine manufacturer's temperature rating, under all pumping conditions. Appropriate drains shall be provided to allow draining the heat exchanger to prevent damage from freezing.

HELMET RESTRAINTS

All NFPA required helmet restraints will be supplied and installed by the Fire Department prior to the truck being placed into service.

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MUD FLAPS

Heavy-duty black rubber mud flaps with manufactures logo shall be provided behind the rear wheels. The mud flaps shall be bolted in place.

PUMP LOCATION

The pump shall be located in a midship location behind the chassis cab. The pump shall be at the front of the body such that when the cab is tilted, the pump is completely accessible. The side panels, as described later, surrounding the pump discharge and intake ports shall be located ahead of the body compartments. The pump shall be accessed for rebuilding by either removal from the bottom of the frame or from the top of the frame to allow fast and simple service in various conditions.

PUMP MOUNTING

The pump assembly shall be mounted on angle brackets attached to the outside of the chassis frame rails. There shall be no structural framework surrounding the pump. The pump brackets shall use a three (3)-point mounting technique using a minimum of grade 5 hardware per the pump manufacturer's installation guidelines to allow chassis frame rails to flex independently without damage to the fire pump.

AIR CHUCK OUTLET

There shall be a quick disconnect air chuck outlet provided and installed on the apparatus at the left side lower pump panel. The air chuck outlet shall be plumbed to the chassis air system and have on/off valve and label.

PUMP COMPARTMENT WORK LIGHT

Two (2) LED OnScene Solutions "Access" Series 8.00 inch (203.20 mm) tube lights shall be installed inside the pump compartment module to illuminate the piping and plumbing components.

The lights shall be activated by a weather resistant toggle switch installed inside the pump compartment.

NXT/SIDE OPERATOR CONTROL PANEL

The pump operators control panel shall be completely enclosed and located in the forward area of the L1 body compartment, to protect against road debris and weather elements. When the width of the L1 compartment allows, a fixed divider shall be installed rearward of the operator's panel to separate the panel from the rear section of the compartment with a permanent vertical partition.

The layout of the pump operator's control panel shall be positioned at a height easily accessible from ground level and ergonomically efficient to provide user-friendly operation.

The panel shall accommodate all operational controls for maintaining and monitoring pump and engine system operations and foam controls (if applicable). The upper and lower panels shall be angled for ease of operation and visibility. The access panel shall utilize mechanical fasteners for ease of removal and service.

All valve controls shall be immediately adjacent to its respective gauge and properly identified and color coded for ease of use. All markings shall be permanent in nature.

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BLACK SUPERLINER PANELS

The above specified operator's panel shall be constructed from aluminum and finish coated with black Superliner.

VALVE CONTROL – SIDE MOUNT ASSEMBLY

Unless specified otherwise, the valves shall be controlled from a side mounted locking valve lever actuation control assembly that shall be installed on the specified discharge and suction. The Class 1 assembly shall have a round chrome plated handle with an ergonomically designed surface to allow for a secure grip to turn and lock the handle. The assembly shall have a name plate insertion recess area. A brass bushing and stainless steel rod shall never require lubrication. The valve operating mechanism will indicate the position of the valve at all times.

PANEL LIGHTS

Adequate illumination shall be provided for controls, switches, critical instructions, gauges, and instruments necessary for the proper operation of the apparatus and its equipment.

The pump operator's panel shall be illuminated by means of a brushed stainless steel shielded light assembly with two (2) OnScene Access 8.00 inch Super-LED strip lights above the operator's panel in the L1 compartment.

There shall also be two (2) OnScene Access 8.00 inch Super-LED strip lights with bezel installed, one (1) on each side under the speedlay overhang to illuminate the pump panel areas.

PUMP PANEL LIGHT ACTIVATION

One (1) pump panel light at the operator's panel shall be illuminated at the time the pump is ready to pump and it is "OK TO PUMP". The Pump shift has been completed and the chassis automatic transmission is engaged.

The remaining lights shall be activated with the L1 compartment door switch.

BLACK LAMINOL PANELS

The pump side panels surrounding the discharge and intake ports on the lower left and lower right sides and the operator's panel shall be constructed of "Black Laminol" covered aluminum.

The side panels shall be separated from the apparatus body with a gap and will require simple fastening, easily removable with hand tools.

PUMP PANEL SLIDE OUT PLATFORM

There shall be an OnScene brand slide out platform installed under the left side pump panel running board. The platform shall be as wide as possible to fit the pump panel and shall be approximately 12.00 inches (304.80 mm) deep when extended.

The platform shall lock into place while in the extended and stowed positions. The platform surface shall be constructed of .188 inch (4.76 mm) embossed aluminum diamond plate material to provide a slip resistant stepping surface.

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There shall be a reinforcement channel on the back of the step.

If the slide out step is not properly stowed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

PUMP PANEL/STEP LIGHTING

There shall be one (1) light installed on each side at the front of the body to illuminate the pump panel and step areas specified. The lights shall be an 8.00 inch (203.20 mm) OnScene Access LED light with bezel. The step light shall be activated when the park brake is set.

CLASS 1 TPG PRESSURE GOVERNOR

There shall be a Class 1 TPG pressure governor kit provided and installed with the apparatus.

The pressure governor shall be connected to the engine control module mounted on the engine and operate as a pressure sensor regulating governor (PSG) utilizing the engine's J1939 data for optimal resolution and response when supported by the engine manufacturer. If J-1939 engine control is not supported, then analog remote throttle control shall be provided by the "TPG". The "TPG" shall function as a master pump discharge and intake gauge.

The TPG shall utilize control algorithms that minimize pressure spikes during low or erratic water supply situations. The "TPG" shall be backwards compatible to any engine that supplies J1939 RPM, temperature and oil pressure information providing the ability to maintain a consistent fleet fire-fighting capability and reduce operator cross training and confusion.

The "TPG" shall have the ability to use either a 300 PSI or a 600 PSI discharge pressure transducer and a 300 PSI intake pressure transducer. PSG system diagnostics shall be built in and accessible by technicians. Programmable presets for RPM and pressure settings shall be easily configurable. The straightforward menu structure shall allow the "TPG" configuration to match existing apparatus operation as closely as possible.

The following indications shall be provided:

- Battery Voltage
- Engine RPM
- Engine oil pressure and engine/transmission temperature w/audible alarm.
- J1939 CAN bus for engine information, requiring no additional sensors.
- Monitor and Alpha -numeric display.
- J1939 broadcast warnings for the alarm as a standard and allow the "user" to select warning values if SOP's dictate.

INTAKE PRESSURE RELIEF VALVE

A Task Force Tips model #A18XX pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI with easy to read 90, 125, 150, 200, 250, 300 psi settings and an "OFF" position. Pressure adjustment can be made utilizing a 1/4" hex key, 9/16" socket or 14mm socket.

For corrosion resistance the cast aluminum valve shall be a hardcoat anodized with a powder coat interior and exterior finish. The valve shall meet (NFPA) 1901, Standard for Automotive Fire Apparatus, requirements for pump inlet relief valves. The unit shall be covered by a five year warranty. The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure, unless otherwise shop noted. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment. The

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excess water shall be plumbed to the atmosphere and shall dump on the opposite side of the pump operator.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard stating "DO NOT CAP" installed.

MASTER GAUGES

An (Innovative Controls) TC Series nominal 4.00 inch gauge shall be supplied for the master intake and master discharge gauges.

A KEM-X socket saver diaphragm, located in the stem, eliminates freeze-up by preventing water from entering and/or clogging the gauge internals while containing a low temperature instrument oil that fills and protects the socket and the bourdon tube.

The molded glass-filled Nylon 66 case will not corrode and includes a scratch-resistant molded polycarbonate lens with O-ring seal. The gauge shall withstand pressures up to 100psi over gauge range with operation from -40° F to +160°F.

The master intake gauge shall be marked for a reading from -30 to 400 PSI and the master discharge shall be marked for reading a discharge pressure of 0 to 400 PSI.

Each gauge shall have black markings on a white face.

TESTING PORTS

Test port connections for pressure and vacuum shall be provided at the pump operator's panel. One (1) shall be connected to the intake side of the pump, and the other to the discharge manifold side of the pump.

Each port shall have 0.25 inch (6.35 mm) standard pipe thread connection and be manufactured of non-corrosive polished stainless steel or brass plugs.

TANK LEVEL GAUGE

A Fire Research TankVision model WLA300-A00 tank indicator kit shall be installed at the pump operator's panel location. The kit shall include an electronic indicator module, a pressure sensor, and a 20.00 foot sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of aluminum, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

CHASSIS INSTALLED TANK LEVEL GAUGE

The chassis shall include two (2) tank level gauges installed.

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AIR HORN BUTTON

The air horn shall be activated by a red momentary rocker switch provided and installed on the pump operator's gauge panel. The air horn button shall be of weather resistance type and labeled "AIR HORN".

ROCKER SWITCH PANEL

All specified lighting fixtures and electrical components activated at the pump operator's panel shall be activated by Carling W-series rocker style switches.

The switches shall be located on a separate matte black Innovative Controls 6-position electrical panel with chrome bezel, complete with backlit name tags describing the function of each individual switch.

MIDSHIP PUMP

The pump shall have a capacity of 2250 gallons per minute, measured in U.S. Gallons. The pump shall be a Waterous model CSU, single stage midship pump.

The pump shall be de-rated to 2000 gpm.

The pumps impellers shall be bronze with double suction inlets, accurately balanced (mechanically and hydraulically), of mixed flow design with reverse-flow, labyrinth-type, wear rings that resist water bypass and loss of efficiency due to wear. The impeller shall have flame plated hub to assure maximum pump life and efficiency despite the presence of abrasive particles, such as fine sand, in the water being pumped. The wear rings shall be bronze and easily replaceable to restore original pump efficiency and eliminate the need for replacing the entire pump casing due to wear.

Pump casing shall be close grained gray iron, bronze fitted and horizontally split in two sections for easy removal of entire impeller assembly, including wear rings, without disturbing setting of pump in chassis or pump piping. The pump, for ease and rapid servicing in the future, shall have the separable impeller shaft which allows true separation of transmission or pump without disassembly or disturbing the other component. This shall be accomplished by using a two piece shaft. This feature will allow field service to accomplish in much less time since each component (pump or transmission) can be repaired independently. The impeller shaft shall be stainless steel, accurately ground to size and polished. Shaft shall be supported at each end by ball type oil grease lubricated bearings. Sleeve bearings or bushings will not be acceptable. The bearings shall be protected from water at each end of the impeller shaft.

The discharge manifold shall be cast as an integral part of the pump body assembly and shall provide at least three full 3.50 inch openings for ultimate flexibility in providing various discharge outlets for maximum efficiency and shall be located as follows: one outlet on the right side of the pump body, one outlet on the left side of the pump body, and one outlet directly on top of the pump discharge manifold.

The entire pump shall be cast, manufactured and tested at the pump manufacturer's factory. The pump transmission housing shall be high strength aluminum, three pieces and horizontally split. Power transfer to the pump shall be through a Morse Hy-Vo drive chain. Chain shall be pressure lubricated through oil pump. Chain sprockets shall be cut from carbonized, hardened alloy steel. Spur gears will not be acceptable.

The drive shafts shall be 2.35 inches in diameter, made of hardened and ground alloy steel. All shafts shall be ball bearing supported. Case shall be designed to eliminate the need of water cooling.

The entire pump, both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. A certificate documenting this test shall be provided with the completed apparatus. The pump

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shall be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the latest (NFPA) 1901, Standard for Automotive Fire Apparatus. Pump shall be free from objectionable pulsation and vibration.

The pump shall be the Class "A" type and shall deliver the percentage of rated discharge at pressures indicated below.

100% of rated capacity at 150 PSI net pump pressure.

100% of rated capacity at 165 PSI net pump pressure.

70% of rated capacity at 200 PSI net pump pressure.

50% of rated capacity at 250 PSI net pump pressure.

PUMP WARRANTY

Waterous Co shall provide a limited manufacturer's pump warranty to be free from defects, under normal use and service, for a period of seven (7) years from the date placed into service.

PUMP SEALS

The pump shall be equipped with self-adjusting, maintenance free mechanical shaft seals that shall not require manual adjustment. These seals shall be designed in a manner that they will remain functional enough to permit continued use of the pump in the unlikely event of a seal failure.

AIR PRIMER SYSTEM

The priming system shall be a Trident Emergency Products compressed air powered high efficiency, multi-stage, venturi based Air Prime System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump. The priming components shall be mounted above the highest priming point on the suction side of the pump to permit air removal and allow for drainage. The primer shall also automatically drain when the panel control actuator is not in operation. The inlet side of the primer shall include a brass 'we' type strainer with removable stainless steel fine mesh strainer to prevent entry of debris into the primer body.

The system shall employ an 80 PSI (5.5 bar) pressure protection valve, located on the chassis auxiliary air tank.

The primer shall be covered by a five (5) year parts warranty.

There shall be one (1) push button control to actuate the primer control valve at the operator's panel.

MAIN PUMP INLET-LEFT SIDE

A 6.00 inch (150 mm) pump manifold inlet shall be provided on the left side of the pump. The shorter style inlet shall protrude less than 2.00 inches (50 mm) away from the side panel, allowing an external valve to be connected and not protrude past the apparatus body sides while maintaining a low connection height. The main pump inlet shall have National Standard Threads and includes a removable screen designed to provide cathodic protection for reducing deterioration in the pump.

INTAKE WATERWAY VALVE

There shall be one (1) Akron electrically operated wafer valve mounted directly to the pump intake manifold and shall be located behind the pump panel.

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The valve shall be mounted between the main pump body casting and the steamer inlet casting. A .25 inch (6.35 mm) quarter turn air bleeder valve shall be plumbed to the water supply side of the intake valve, by a .75 inch (19.05 mm) NPT port, to help evacuate air from the system and avoid cavitation of the pump.

VALVE CONTROLLER

The controller shall be an Akron Brass Style 9333 Navigator™ Pro 2.0 Valve Controller. The electric controls must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Two additional buttons shall be available to be used for preset selection, preset activation and menu navigation.

The controller must have up to three preset locations that can be user set and easily recalled upon each use. The unit must be capable of being used in conjunction with at least two additional displays to control one valve. The unit must provide position indication through a full color backlit LCD display.

The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The unit must carry a five year warranty.

INTAKE PRESSURE RELIEF VALVE

A Class 1 stainless steel pressure relief valve with a range of adjustment from 50 to 200 PSI shall be installed inside pump compartment piped to the suction side of the pump. The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard installed stating "DO NOT CAP".

INTAKE VALVE MANUAL OVERRIDE

One (1) manual override shall be accessible at the pump panel to facilitate operation of the valve in case of a failure in the valve's electrical wiring and/or motor.

5" STORZ ELBOW & CAP

The inlet shall include the following components:

- One (1) 6.00 inch (150 mm) NST female swivel x 5.00 inch (125 mm) Storz cast aluminum elbow
- One (1) 5.00 inch (125 mm) Storz cap

MAIN PUMP INLET-RIGHT SIDE

A 6.00 inch (150 mm) pump manifold inlet shall be provided on the right side of the pump. The shorter style inlet shall protrude less than 2.00 inches (50 mm) away from the side panel, allowing an external valve to be connected and not protrude past the apparatus body sides while maintaining a low connection height. The main pump inlet shall have National Standard Threads and includes a removable screen designed to provide cathodic protection for reducing deterioration in the pump.

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A Class 1 stainless steel pressure relief valve with a range of adjustment from 50 to 200 PSI shall be installed inside pump compartment piped to the suction side of the pump. The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment.

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MASTER DRAIN VALVE

A Class 1 manifold type drain valve shall be installed in the pump compartment. All pump drains shall be connected to the master drain valve. The drain valve shall be controlled from the left side lower pump house sill. The control shall be a hand wheel knob marked "open" and "closed".

The drain shall be located such that it shall not interfere with pumping operations or function such as soft suction hoses, etc. nor shall it protrude past the outer edge of the apparatus, to prevent damage to the valve.

In some cases, it is necessary to locate the master drain in a secondary location to ensure proper draining. If no lower or vertical sill exists, the drain shall be located below the bottom outside edge of the hose body near the forward most corner on the driver's side hose body. The drain shall not protrude past the outer edge of the body, thus preventing damage to the valve.

OVERHEAT PROTECTION MANAGER W/WARNING LIGHT & ALARM

A Watrous Overheat Protection Manager (OPM) valve shall be installed to protect the pump from overheating. The OPM shall consist of a valve that opens when the water in the pump reaches 140 degrees Fahrenheit (60 degrees Celsius) and a warning light on the pump panel that is triggered by a thermal switch when the water in the pump reaches 180 degrees Fahrenheit (82 degrees Celsius). It

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shall be mechanical and not require constant operator monitoring.

The warning light and audible alarm shall act as an additional protection device if the temperature inside the pump keeps rising although the valve is open.

The relief valve shall discharge out below the running board.

PUMP COOLING LINE

There shall be a .38 inch (9.5 mm) line running from the pump to the water tank to assist in keeping the pump water from overheating. A valve shall be installed on the operator's panel.

PUMP ANODES

Two (2) pump anodes shall be installed in the pumping system, one (1) on the discharge side and one (1) on the suction side, to prevent damage from galvanic corrosion within the pump system.

STAINLESS STEEL PLUMBING

All auxiliary suction and discharge plumbing related fittings, and manifolds shall be fabricated with a minimum of 3.00 inch (77 mm), or greater as required by design, schedule 10 stainless steel pipe; brass or high pressure flexible piping with stainless steel couplings. Galvanized components and/or iron pipe shall NOT be accepted to ensure long life of the plumbing system without corrosion or deterioration of the waterway system. Where waterway transitions are critical (elbows, tees, etc.), no threaded fittings shall be allowed to promote the smooth transition of water flow to minimize friction loss and turbulence. All piping components and valves shall be non-painted, unless otherwise specified. All piping welds shall be wire brushed and cleaned for inspection and appearance.

The high pressure flexible piping shall be black SBR synthetic rubber hose with 700 PSI working pressure and 1200 PSI burst pressure for flexible piping sizes 1.50 inches (38 mm) through 4.00 inches (100 mm). Sizes .75 inch (19 mm), 1.00 inch (25 mm) and 5.00 inches (125 mm) are rated at 250 PSI working pressure and 1000 PSI burst pressure. All sizes are rated at 30 in HG vacuum. Reinforcement consists of two plies of high tensile strength tire cord for all sizes and helix wire installed in sizes 1.00 inch (25 mm) through 5.00 inches (125 mm) for maximum performance in tight bend applications. The material has a temperature rating of -40 degrees Fahrenheit to +210 degrees Fahrenheit.

The stainless steel full flow couplings are precision machined from high tensile strength stainless steel. All female couplings are brass. Mechanical grooved and male .75 inch (19 mm) and 1.00 inch (25 mm) couplings are brass. A high tensile strength stainless steel ferrule with serrations on the I.D. is utilized to assure maximum holding power when fastening couplings to hose.

PUMP HOUSE LINE PROTECTION

All drain lines for the discharges, suctions, ABS discharge gauge lines and any other appropriate connections in the pump house area shall have a protective cover provided on the lines in the required areas of the lines to prevent the lines from rubbing on any other components in the pump house area.

All drain lines, ABS lines, high pressure discharge lines and electrical wiring in the pump house area shall be properly and neatly routed, wire tied, and rubber coated "P" clamped, to keep the items secured.

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DRAIN VALVES

An Innovative Controls 3/4" quarter turn drain valve shall be included on each discharge, gated intake, and steamer valve (if applicable). A side stem, long stroke chrome plated lift handle shall be provided on the drain valve to facilitate use with a gloved hand. The drain valve shall have an ergonomically designed handle with a recessed verbiage tag area easily read by the operator before opening.

The drain valve shall be connected to the valve with a flexible hose that is routed in such a manner as to assure complete drainage to below the apparatus.

WATEROUS AQUIS 3.0 FOAM PROPORTIONER

AQUIS™ is equipped with a 16-bit, mixed-signal microcontroller with a 60kB flash memory, 2 kB RAM and 12-bit analog to digital converter. This allows the AQUIS™ to receive input from the flowmeter and temperature sensor, controlling the foam pump motor to provide accurate injection into the foam manifold.

Operator Interface Terminal

The Operator Interface Terminal (OIT), mounted on the pump operator's panel allows the operator to perform the following functions:

- Provide digital control of foam proportioning rates from 0.1% to 1%, in infinite increments
- Calibrate flow rate
- Flashes and then displays a steady "low concentrate" warning when the foam concentrate tank runs low - system shuts off after two minutes
- Flash a "no concentrate" warning when the foam concentrate tank is empty
- Flash an "error" warning with associated code in the event of an electronic malfunction
- Provide a manual back-up mode, controlled by the operator

Remote Activation

The system can be activated from an external 12 or 24-volt electrical source, such as a pump-in-gear circuit or engine ignition power which can eliminate one step in the operational sequence. An optional remote start/stop control and cable is available.

Flowmeter

A paddlewheel-type flowmeter, installed in the process manifold upstream of the foam injection point, connects to the microcontroller.

A flowmeter tee, constructed of stainless steel or brass with Victaulic groove outer connections and threaded NPT inner connections at each end of the tee, is provided for connection to the apparatus plumbing.

Foam Pump

The 12 or 24-volt, electric motor driven, positive displacement triplex plunger foam pump is equipped with an aluminum crankcase, ball bearings, forged brass pump body and manifold, solid ceramic plungers, stainless steel check valves and piston guides, Buna packing and preset thermal and pressure relief valves.

The foam pump is rated at 3.0 GPM @ 150 psi (11.5 l/min @ 10 bar) with operating pressures up to 450 psi (32 bar). Maximum electrical load of 40 amps @ 12 VDC and 21 amps @ 24 VDC.

A pump motor electronic driver, located inside the controller housing, receives signals from the microcontroller and powers the 1/2 hp (.4 kW) electric motor in a variable speed duty cycle to ensure that the correct amount of foam concentrate set by the pump operator is injected into the water stream.

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Control Cables and Connectors

The cables for interconnection of the control unit, OIT, temperature sensor and flowmeter are electrically shielded to prevent radio frequency or electro-mechanical interference.

Foam Inject Check Valve

A brass and stainless steel check valve provided in the foam concentrate line at the foam injection point prevents water backflow into the foam supply reservoirs.

Foam System Support

The AQUIS™ is equipped with PC-Connectivity which allows a qualified technician to perform upgrades, diagnostics and monitor system functions in real-time. The system can also be remotely monitored using any PC with Internet access, allowing technicians to easily connect to the Waterous dedicated website to assure proper operation and to update the foam system software by uploading new features and functions as they become available.

Warranty

The system shall have a two-year limited manufacturer's warranty.

System Testing

The apparatus foam system shall be tested, and the Water Flow meter shall be certified by the manufacturer prior to delivery.

System Supply

The system shall be supplied by a single foam tank that shall be monitored by the control display. The display shall flash a "low concentrate" warning for two minutes when the foam tank runs low. In the event that no additional concentrate is added to the tank, the foam concentrate pump shall be deactivated.

FOAM TANK

A 30 gallon foam tank with square hinged lid, equipped with a hold down device shall be installed and plumbed with non-corrosive piping to the foam system. The fill tower shall be approximately 10.00 inch by 10.00 inch. A label shall be affixed to the foam tank fill indicating: "WARNING" Class A (or B) foam tank fill, do not mix brands or types of foam.

Each foam tank shall be integral with the booster water tank provided.

Tank Drain

There shall be a 1.00 inch (25.4 mm) quarter turn drain valve installed to drain the foam tank. The valve shall be installed in the pump house with a drain line extended to the side running board.

The drain line shall be labeled "FOAM DRAIN".

Shutoff Valve

There shall be a 1/4 turn valve installed at the foam tank to shut off the flow from the supply line.

FOAM ACCESS DOOR

There shall be a small door installed on the right side of the pump house to allow ease of accessibility to the foam system control valves.

The door shall be vertically hinged and secured with a push-button style latch.

A label shall be permanently affixed indicating "FOAM ACCESS".

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FOAM TANK LEVEL GAUGE

Fire Research TankVision Pro model WLA360-A00 tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, a 20.00 foot sensor cable and a tank vent. The indicator shall show the volume of Class A foam concentrate in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive green label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the foam tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

WATEROUS FOAM TANK REFILL SYSTEM

The apparatus shall be equipped with a 12-volt foam tank refill system operating independently from the foam injection system allowing refilling of the foam tank while the foam system is in operation. The system shall consist of a 12-volt electric motor driven concentrate pump that delivers a minimum flow of 10 GPM (37.8 L/min).

The system shall be controlled from a momentary type on/off switch located on the pump operators panel and shall have an automatic shutoff switch when the foam tank is full. The system shall be provided with a pickup tube and be suitable for Class A or Class B foam concentrates, emulsifiers, gels and decontamination concentrates. Check valves shall be installed in the internal plumbing to prevent backflow.

The system operator panel shall include color coded stainless steel push button switches, LED indicator lights.

A label shall be affixed to the foam tank fill indicating: "WARNING" Class A (or B) foam tank fill, do not mix brands or types of foam.

LEFT SIDE INLET

There shall be one (1) gated suction inlet with .75 inch (19mm) bleeder installed on the left side of the apparatus with the following specified components.

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with stainless steel ball.

The intake control valve shall be a 'swing out type' direct operation manual lever actuator at the valve.

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The termination shall include the following components:

- One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen
- One (1) 2.50 inch (65 mm) self-venting plug, secured by a chain

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LEFT SIDE DISCHARGE

There shall be one (1) gated discharge installed on the left side of the apparatus with the following specified components.

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The control valve shall be a 'swing out type' direct operation manual lever actuator at the valve.

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The discharge termination shall include the following components:

- One (1) 2.50 inch (65 mm) Male NST adapter
- One (1) 2.50 inch (65 mm) NST female swivel by male with 45 degree polished elbow
- One (1) 2.50 inch (65 mm) female self-venting cap, secured by a chain

RIGHT SIDE DISCHARGE

There shall be one (1) gated discharge installed on the right side of the apparatus with the following specified components.

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The discharge valve shall be controlled from the pump operator's location with a Piggy-Back remote control kit.

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The discharge termination shall include the following components:

- One (1) 2.50 inch (65 mm) Male NST adapter
- One (1) 2.50 inch (65 mm) NST female swivel by male with 45 degree polished elbow
- One (1) 2.50 inch (65 mm) female self-venting cap, secured by a chain

RIGHT SIDE MASTER DISCHARGE

There shall be one (1) master discharge installed on the right side of the apparatus provided with the following specified components.

A 3.50 inch (90 mm) Waterous valve with electric control. A bright LED display shall be provided on the valve control panel to show valve position.

The plumbing shall consist of 4.00 inch (100 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The discharge termination shall include the following components:

- One (1) 4.00 inch (100 mm) NST adapter
- One (1) 4.00 inch (100 mm) NST female by 5.00 inch (125 mm) Storz with 30 degree elbow
- One (1) 5.00 inch (125 mm) Storz cap, secured by a chain

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LEFT REAR DISCHARGE

There shall be one (1) gated discharge installed on the left rear of the apparatus with the following specified components.

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The discharge shall be controlled from the pump operator's panel location.

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The discharge termination shall include the following components:

- One (1) 2.50 inch (65 mm) Male NST adapter
- One (1) 2.50 inch (65 mm) NST female swivel by male with 45 degree polished elbow
- One (1) 2.50 inch (65 mm) female self-venting cap, secured by a chain

SPEEDLAYS/DEADLAY

The apparatus body shall be extended forward for the addition of a speedlay/deadlay compartment assembly. This extension shall be approximately 29.00 inches (.74 m) in length and shall be integral of the apparatus body and transverse.

A removable speedlay hose bed tray shall be provided for each bay specified.

The floors of the speedlay bays shall be removable to allow simple access to the plumbing manifolds for complete plumbing service and valve maintenance. Access to valves shall not require removal of the operator's panels or lower pump panels.

Chiksan swivels shall be installed above each speedlay hose bed to allow removal of the speedlay trays and accessible enough for house couplings to be tightened on to the chiksans. Chiksan swivels shall swing from left to right to allow attached hose to be deployed from either side.

1 3/4" SPEEDLAY

A speedlay with the following specified components shall be provided for up to 200 feet (60 m) of Combat Ready 1.75 inch (44.4 mm) hose. There shall be a total of two (2) provided.

A 2.00 inch (50 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The discharge shall be controlled from the pump operator's panel location.

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The discharge termination shall include the following components:

- One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NST brass chiksan swivel

Two (2) discharge(s) shall be foam capable.

2 1/2" SPEEDLAY

A speedlay with the following specified components shall be provided for up to 200 feet (60 m) of Combat Ready 2.50 inch (63.5 mm) hose located rearward of the 1.75" speedlays. There shall be a total of one (1) provided.

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A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The discharge shall be controlled from the pump operator's panel location.

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

The discharge termination shall include the following components:

- One (1) 2.50 inch (65 mm) NPT x 2.50 inch (65 mm) NST brass chiksan swivel

One (1) discharge(s) shall be foam capable.

STOKES BASKET STORAGE

There will be storage for one (1) stokes basket (with backboard inside it) above the speedlays, accessed by opening the speedlay compartment door. The storage module will have Ziamatic utility straps on each side to hold the stokes in to prevent it from hitting the back side of the roll-up door.

ALUMINUM SPEEDLAY TRAYS

The removable speedlay trays shall be made of .188-inch aluminum material with a DA finish. Each tray shall have vertical and horizontal hand holds for ease of handling. Slots shall be provided in the floor of the tray for hose drainage.

SPEEDLAY DOORS

The speedlay compartment doors shall be roll-up style doors.

A R•O•M Corporation Series IV roll-up shutter door shall be installed. Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum.

Shutter slats shall feature a double wall extrusion 0.315 inches thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slat must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design shall be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double "V" seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece "D" shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125 inches. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counterbalance system. Counterbalance system shall be 4.00 inches in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counterbalance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to

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counterbalance system.

The side compartment roll up doors, track and trim shall be wet finish painted to color match the apparatus body.

There shall be a protective cover installed under each body side compartment door roll to protect the door in the rolled up position.

The roll-up door protector shall be left Natural finish.

There shall be nylon straps installed on both the left and right body side 'speedlay' compartment doors to assist in closing the door. The strap shall be attached to each door and permanently mounted to the rearward wall with footman loops using Nutserts, halfway between the top and bottom of the compartment.

Each roll up door shall have an integral door open indicator magnet in the lift bar.

If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

PUMP COMPARTMENT LIGHTING

Two (2) full length OnScene "Access" LED strip lights, of maximum length available to fit the opening, shall be installed in each side of the pump compartment. The lights shall be centered vertically along each side of the door framing.

The light in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors.

DECK GUN MONITOR WATERWAY

There shall be one (1) deck gun monitor waterway installed on the apparatus with the following components.

A 3.00 inch (77 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

The controller shall be an Akron Brass Style 9333 Navigator Pro™ 2.0 Valve Controller and shall be installed at the pump operator's panel location. The electric controls must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Two additional buttons shall be available to be used for preset selection, preset activation and menu navigation. The controller must have up to three preset locations that can be user set and easily recalled upon each use.

The unit must be capable of being used in conjunction with at least two additional displays to control one valve. The unit must provide position indication through a full color backlit LCD display. The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The unit must carry a five year warranty.

The deluge waterway shall consist of 3.00 inch (77 mm) piping and shall be drained with an auto-drain located at the lowest point of the waterway plumbing if required.

The deluge pipe shall be located in the hose bed dunnage area, toward the center location.

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A Task Force Tips Hurricane RC monitor and panel mount controller shall be provided by the Dealership and installed by Spartan.

- One (1) Task Force Tips model #XGB-13 bracket set shall be provided by the Dealership and installed by Spartan.
- One (1) Task Force Tips model #XGA32VL-RL 3.00 inch (77 mm) electrically telescoping waterway shall be provided by the Dealership and installed by Spartan.
- A Task Force Tips Hurricane RC, model #XFIH-E11A remote controlled monitor shall be provided by the dealership and installed by Spartan.
- A Task Force Tips model #Y4E-RP panel mount control station for Monsoon, Hurricane, Typhoon, and Tornado series remote control monitors shall be provided by the Dealership and installed by Spartan.
- A Task Force Tips Master Stream 1000, model #M-ERP1000-NJ automatic nozzle with electrically operated pattern control shall be provided by the Dealership and installed by Spartan.

FRONT BUMPER DISCHARGE

One (1) front bumper discharge outlet shall be provided and installed in the location specified.

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The discharge shall be controlled from the pump operator's panel location.

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access. Auto-drain(s) shall be installed in the discharge piping at lowest point of the plumbed system. Part of the plumbing will be provided and installed during chassis construction. The plumbing will utilize an auto drain forward of the chassis front wheel and a manual drain at the pump house.

The discharge termination shall include the following components:

- One (1) 2.50 inch (65 mm) NPT x 2.50 inch (65 mm) NST SST chiksan swivel

The front bumper discharge shall be mounted on top of the gravel shield of the front bumper extension. The discharge shall be placed outboard of the frame rail extensions on the left side.

The front bumper discharge chiksan shall include a chiksan guard installed on the front bumper gravelshield to prevent the chiksan from hitting the cab. The guard shall be fabricated of aluminum diamond plate with a dual-action sanded finish on the opposite side of the diamonds. There shall be two (2) rubber bumper stops installed on the guard to protect the chrome chiksan.

The discharge shall be foam capable.

BOOSTER REEL

There shall be an electric rewind booster reel with automatic brake installed on the apparatus. The booster reel shall have a capacity to handle 1.00-inch diameter (25.4 mm) booster hose. There shall be a manual rewind device provided. A manual crank shall be mounted adjacent to booster reel.

The reel shall come equipped with 100 feet (30 m) of 800 psi (55 BAR) booster hose. The hose shall be provided in one (1) 100 foot (30 m) length with hardcoat aluminum couplings.

The hose reel specified shall be polished aluminum.

The reel shall be plumbed to the pump with a 2.00 inch (50.80 mm) quarter turn Akron brass 8000 series

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ball valve and 2.00 inch (50.80 mm) high pressure hose and couplings. The valve shall be controlled from the operator's panel.

An electric rewind switch shall be located adjacent to the booster reel. The switch shall have a weather resistant rubber cover and a label indicating its function. The switch shall be labeled "HOSE REEL".

The hose reel shall be mounted in the center well compartment of the front bumper.

There shall be a four-way roller assembly provided and installed directly to the reel. The discharge shall be plumbed with an auto-drain located at the lowest point of the plumbed system.

The discharge shall be foam capable.

DISCHARGE GAUGES

An (Innovative Controls) TC Series nominal 63 mm gauge shall be supplied for reading the pressure of each discharge greater than 1.50 inches (38 mm) in diameter, unless otherwise specified.

A KEM-X socket saver diaphragm, located in the stem, eliminates freeze-up by preventing water from entering and/or clogging the gauge internals while containing a low temperature instrument oil that fills and protects the socket and the bourdon tube.

The molded glass-filled Nylon 66 case will not corrode and includes a scratch-resistant molded polycarbonate lens with O-ring seal. The gauge shall withstand pressures up to 100psi over gauge range with operation from -40° F to +160°F.

Each gauge shall be marked for reading a pressure range of 0-400 PSI.

Each gauge shall have black markings on a white face.

BEZELS FOR 2.5" DISCHARGE GAUGES

Highly-polished stainless steel Innovative Control bezels shall be provided around each of the 2.50 inch (65 mm) discharge pressure gauges to prevent corrosion and protect lenses and gauge cases. The gauges shall be installed into decorative chrome-plated mounting bezels that incorporate valve identifying verbiage and/or color labels.

APPARATUS PLUMBING LABELING

Innovative Controls verbiage tag bezels shall be installed. The bezel assemblies will be used to identify apparatus components. These tags shall be designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The verbiage tag bezel assemblies shall include a chrome-plated panel-mount bezel with durable easy-to-read UV resistant polycarbonate inserts featuring the specified verbiage and color coding. These UV resistant polycarbonate verbiage and color inserts shall be subsurface screen printed to eliminate the possibility of wear and protect the inks from fading. Both the insert labels and bezel shall be backed with 3M permanent adhesive, which meets UL969 and NFPA standards.

PLUMBING LABELS

The plumbing labels, where applicable, shall be full color in place of the standard grey.

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FASTENERS FOR LABELS

All labels that are not installed into discharge handles shall be attached with mechanical fasteners.

TRIM BEZELS FOR DISCHARGES AND INLETS

Mirrored stainless steel trim bezels shall be supplied around the openings at the pump panels for all applicable valve controls, discharge & suction inlet fittings.

Any additional cutouts on the pump panels used for access to pump components, such as manual overrides, shall also have trim bezels provided.

TANK TO PUMP LINE

The connection between the tank and the pump shall be capable of the flow recommendations as set forth in (NFPA) 1901, Standard for Automotive Fire Apparatus, latest revision and shall be tested to those standards when the pump is being certified.

One (1) non-collapsible flexible hose and valve shall be incorporated into the tank to pump plumbing to allow movement in the line as the chassis flexes to avoid damage during normal road operation. Four (4) inch stainless steel schedule 10 piping shall be used to complete the connection from the tank to pump valve to the water tank.

There shall be a tank to pump check valve, conforming to NFPA standard requirements to prevent water from back flowing at an excessive rate if the pump is being supplied from a pressurized source. The check valve shall be mounted as an integral part of the pump suction extension. A hole up to .25 inch (6.00 mm) is allowable in the check valve to release steam or other pressure buildup so that the void between the valve and check valve may drain of water that could be subject to freezing.

A 3.50 inch (89 mm) Waterous valve shall be installed.

The valve shall be controlled from the pump operator's panel location.

TANK FILL LINE

One (1) 2.00 inch (50.80 mm) tank fill/recirculating line shall be installed from the pump directly to the booster tank.

A 2.00 inch (50 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

The valve shall be controlled from the pump operator's panel location.

TRI-MAX™ Space Frame Body - ALUMINUM

The apparatus body shall be a Tri-Max™ Space Frame design, which serves as an incredibly durable, structural body framework. This framework acts as a series of beams and columns that support and protect the body and its contents. The space frame design provides maximum torsional resistance and load capabilities. The entire space frame structure shall be welded together utilizing an A.W.S. Certified welding procedure.

The space frame design shall also be required because it provides energy absorbing impact zones in the structure, thus providing increased safety to the rest of the apparatus and personnel on board. Documented proof of this extra safety shall be required upon request.

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The Tri-Max™ body structure shall consist entirely of closed section members, except where the body is mounted to the chassis. Closed section members (such as square, rectangular, triangular, or round tubes) are required because they provide maximum strength and torsion rigidity. This solid tubular structural style of design ultimately adds longevity to the body structure by eliminating flex and twists in material, creating less stress and fatigue. Body designs that use independent sub-frames will not be acceptable.

BODY STRUCTURE MEMBERS

The space frame body shall have triangular shaped structural members in certain areas of the body. This shape is required to prevent loss of useable compartment space. Other body structure members shall be square or rectangular. Each structural member will have a nominal outside dimension of 2.50 inches (63.50 mm) in at least one direction. The body shall be designed for maximum strength to weight ratio, therefore the gauge of sheet metal and structural members varies from .125 inches (3.18 mm) to .250 inches (6.35 mm) throughout, dependent on the design requirement.

BODY MATERIAL TYPE

All body structural members shall be Aluminum 6061-T6 alloy material. All .125 inch (3.18 mm) sheet material shall be Aluminum Alloy 5052-H32, and .250 inch (6.35 mm) sheet materials shall be Aluminum Alloy 3003. These alloys are required because it provides optimum all-around performance for strength, manufacturing properties, and corrosion resistance.

ECK® ANTI-CORROSION PROCESS

Absolutely no dissimilar metals shall be used in the body and its supporting substructure without being separated by Eck®, which prevents corrosion by providing a barrier between dissimilar metals, sealing out moisture and absorbing energy created by a dissimilar metal reaction.

FRONT BODY COMPARTMENT WALLS

The front compartment walls of both forward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments.

REAR BODY COMPARTMENT WALLS

The rear compartment walls of both rearward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments. Access panels from the rear walls shall be strategically placed to ensure access to the rear taillight clusters for any servicing that may be completed.

COMPARTMENT TOP

The top of the compartments shall be an integral portion of the body. No overlay material shall be visible from the interior of the compartments.

COMPARTMENT FLOORS

The body compartments shall be enclosed with aluminum sheet metal as specified above. The compartment floors shall have a 1.00 inch (25.40 mm) lip downward at the door opening side of the compartment. This lip shall integrate with a structural member on the bottom edge and form a “sweep-out” compartment. This design shall also allow for a structural flush fitting door frame and a complete door/weather seal.

COMPARTMENT LOAD CAPACITY

Each compartment shall have a minimum of one additional structural compartment floor support centered on the underside of the compartment floor. This additional member shall be integral with the rest of the body structure. Each compartment must be designed, and 3rd party analyzed to carry a working load of:

Full depth side compartment: 1,000 lbs (453.59 kg) per compartment

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Half depth side compartment: 750 lbs (340.19 kg) per compartment

Rear center compartment: 1,500 lbs (680.39 kg)

NOTE: These values are for design purposes only for individual compartment construction and are not meant to be used as an actual overall weight rating for equipment load per compartment for the specified apparatus. The apparatus shall be engineered such that the completed unit, when loaded to its estimated in-service weight, shall comply with the gross axle weight ratings {GAWR}, the overall gross vehicle weight rating {GVWR}, and the chassis manufacturer's load balance guidelines per NFPA.

EXTERIOR HOSE BED WALLS

The exterior hose bed walls shall be an integral portion of the body. The wall shall give a smooth exterior look and finish with no vertical supports tubing visible from the exterior of the truck.

FASTENERS

All bolts and nuts used in the finish construction of the apparatus shall be coated stainless steel which helps prevent dissimilar metal electrolytic reaction and corrosion. Any bolt extending into a compartment or into the hose bed area shall have an acorn nut attached or be protected in such manner where sharp edges are avoided.

FINITE ELEMENT ANALYSIS

The proposed body design must have completed a review and analysis by a legitimate 3rd party engineering firm. At a minimum, the 3rd party must have conducted a computer model finite element analysis of the proposed design. The analysis is to include real world working load scenarios. Analysis to cover both static and dynamic situations must be completed. The purpose of the finite element analysis is to ensure proper design of the apparatus body, and that it is capable of carrying the typical fire apparatus loads and those specified by NFPA for equipment. The analysis process must conclude that the body structure is properly designed and manufactured to provide longevity under normal conditions.

The 3rd party must also validate the manufacturing processes are consistent with the design and analysis performed. Proof of having completed this testing must be submitted with the bid.

PAINT SPECIFICATIONS

All bright metal fittings, if unavailable in stainless steel, shall be heavily chrome plated.

Critical body and sub-frame area which cannot be primed after assembly shall be pre-painted.

All welded metal surfaces shall be ground to a smooth surface prior to a degreasing and high pressure, high temperature phosphatizing process. The entire surface shall be sprayed with a non-chromate sealing compound to prevent formulation of stains or flash rust on previously phosphatized parts.

The paint applied to the apparatus shall be Akzo Nobel, Sikkens brand, LVB650 basecoat, applied throughout a multi-step process including at least two coats of each color and clear coat finish.

The coating shall be an infra-red, baked air dried. The coatings shall provide full gloss finished suitable for application by high-pressure airless or conventional low pressure air atomizing spray.

The coatings shall not contain lead, cadmium or arsenic. The polyisocyanate component shall consist of only aliphatic isocyanates, with no portion being aromatic isocyanates in character. The solvents used in all components and products shall not contain ethylene glycol mono-ethyl ethers or their acetates (commercially recognized as cello solves), nor shall they contain any chlorinated hydrocarbons. The products shall have no adverse effects on the health or nor present any unusual hazard to personnel when used according to manufacturer's recommendations for handling and proper protective safety equipment, and for its intended use.

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The coating system, as supplied and recommended for application, shall meet all applicable federal, state and local laws and regulations now in force or at any time during the courses of the bid.

The manufacturer shall supply (upon request) for each product and component of the system, a properly complete OSHA "Safety Data Sheet".

The following documents of the issue in effect on the date of the invitation to quote form a part of this document to the extent specified herein:

Federal Standards: Number 141A and 141B paint, varnish, lacquer and related material: methods of inspection, sampling, and testing.

Military Standard: MIL-C 83486B Coating, Urethane, Aliphatic Isocyanates, for Aerospace applications.

Industry Methods and Standards: ASTM Method of Analysis (American Society for testing and Materials). BMS 10-72A (Boeing Material Specifications).

The entire exterior body structure (excluding roll-up doors) shall receive the primer coats and the finish coats. The apparatus body will be painted in a down draft type paint booth to reduce dust, dirt or impurities in the finish paint. The painted surfaces shall have a finish with no runs, sags, craters, pinholes or other defects. The coating will meet the following test performance properties as a minimum standard.

BODY PAINT COLOR

The apparatus body shall be painted to match {"MUST SPECIFY"}.

SUPERLINER COMPARTMENT FINISH

The compartment interiors shall be coated with Superliner.

The Superliner Color shall be Medium Gray.

UNDERCOATING

The underside of the apparatus body shall be cleaned and prepared for the application of a sprayed on automotive type undercoating for added corrosion resistance. The undercoating is to be of a quick dry rubberized, solvent based coating that is (black) in color. Resists rust and abrasion as it seals out dust and moisture.

The application does not include any additional underbody, chassis or body cavity components.

STRUCTURAL BODY WARRANTY

A structural Aluminum body warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship under normal use and service for a period of ten (10) years.

PAINT WARRANTY

A Prorated Paint Warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years.

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DIAMOND PLATE FRONT OVERLAYS

The entire front face of the apparatus body shall have aluminum diamond plate overlays installed.

RAW ALUMINUM REAR OVERLAYS

The entire rear face of the apparatus body shall have raw aluminum overlays installed for the installation of chevron striping.

All overlay materials shall be coated with 3M adhesive sealant on the back portion to provide an insulating barrier between dissimilar metals.

FRONT CORNER TRIM 18 GAUGE MİRRORED STAINLESS STEEL

The front of the apparatus body, vertical wall overlays shall be installed with an 18 gauge mirrored stainless steel 1.00 inch by 1.00 inch corner trim piece for edge protection. The vertical edge trim shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

REAR CORNER TRIM 18 GAUGE MİRRORED STAINLESS STEEL

The rear face of the apparatus body, vertical wall overlays shall be installed with an 18 gauge mirrored stainless steel 1.00 inch by 1.00 inch corner trim piece, for edge protection. The vertical edge trim shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

The vertical edge trim piece that is protecting the chevron striping surface or that is utilized for the purpose of striping, shall be secured utilizing fasteners only.

VIBRA-TORQ™ BODY MOUNTING SYSTEM

The entire body module assembly shall be mounted so that it “floats” above the chassis frame rails exclusively with Vibra-Torq™ torsion isolator assemblies to reduce the vibration and stress providing an extremely durable body mounting system.

The body substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. Each assembly shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each bracket shall be powder coated for corrosion resistance. Each body mount bracket shall be mounted to the side chassis frame flange with two 5/8”-UNC Grade 5 HHCS.

Each assembly shall have a two-part rubber vibration isolator. The isolator shall be of a specific durometer to carry the necessary loads of the apparatus body, equipment, tank, water, and hose. The quantity of mounts utilized shall correspond directly to the anticipated weight being supported. Certain assemblies shall also incorporate a torsion spring. Helical coil springs shall be incorporated into specific mounts in tandem with the rubber isolators to minimize the stress absorbed by the body caused from chassis frame rail flexing.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All body to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

Because of the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature body structural failures.

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The Vibra-Torq™ body mounting system shall have a lifetime warranty.

BODY STRUCTURE WIDTH

The width of the apparatus body from the outside of the left compartments to the outside of the right compartments shall be 99.00 inch (2.51 m) excluding any attached peripherals such as rub rails, fenderettes, grab handles, etc.

COMPARTMENT VENTILATION

To allow for proper air circulation & flow, each compartment shall have a venting route. The venting locations shall be determined by best-fit for each body configuration. Chrome louvered plate vents shall be installed appropriately on the compartment interior walls.

COMPARTMENTATION

The following compartments shall be supplied on the apparatus:

Compartment "L1"

There shall be one (1) full height compartment ahead of the rear wheels, directly behind the pump compartment and speedlay compartment, on the left side of the apparatus. The pump operator's panel shall be located in this compartment. The approximate interior dimensions of this compartment shall be 31.50 inches wide by 74.00 inches high with a depth of 25.50 inches

The framed opening shall measure 29.00 inches wide by 70.00 inches high.

Compartment "L2"

There shall be one (1) compartment located directly in front of the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be 56.50 inches wide by 74.00 inches high with a depth of 25.50 inches.

The framed opening shall measure approximately 54.00 inches wide by 70.00 inches high.

Compartment "L3"

There shall be one (1) compartment located forward over the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be 56.75 inches wide by 44.50 inches high with a depth of 25.50 inches.

The framed opening shall measure approximately 54.25 inches wide by 40.50 inches high.

Compartment "L4"

There shall be one (1) compartment located rearward over the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be 56.75 inches wide by 44.50 inches high with a depth of 25.50 inches.

The framed opening shall measure approximately 54.25 inches wide by 40.50 inches high.

Compartment "L5"

There shall be one (1) full height compartment located behind the rear wheels on the left side of the apparatus. The approximate interior dimensions of this compartment shall be 56.50 inches wide by 74.00 inches (1879.60 mm) high with an upper depth of 25.50 inches and the lower portion being transverse into the rear compartment, unless partitions are installed.

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The framed opening shall measure approximately 54.00 inches wide by 70.00 inches high.

Compartment "R1"

There shall be one (1) full height compartment ahead of the rear wheels, directly behind the pump compartment and speedlay compartment, on the right side of the apparatus. The approximate interior dimensions of this compartment shall be 31.50 inches wide by 74.00 inches high with a depth of 25.50 inches.

The framed opening shall measure 29.00 inches wide by 70.00 inches high.

Compartment "R2"

There shall be one (1) compartment located directly in front of the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be 56.50 inches wide by 74.00 inches high with a depth of 25.50 inches.

The framed opening shall measure approximately 54.00 inches wide by 70.00 inches high.

Compartment "R3"

There shall be one (1) compartment located forward over the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be 56.75 inches wide by 44.50 inches high with a depth of 25.50 inches.

The framed opening shall measure approximately 54.25 inches wide by 40.50 inches high.

Compartment "R4"

There shall be one (1) compartment located rearward over the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be 56.75 inches wide by 44.50 inches high with a depth of 25.50 inches.

The framed opening shall measure approximately 54.25 inches wide by 40.50 inches high.

Compartment "R5"

There shall be one (1) full height compartment located behind the rear wheels on the right side of the apparatus. The approximate interior dimensions of this compartment shall be 56.50 inches wide by 74.00 inches high with an upper depth of 25.50 inches and the lower portion being transverse into the rear compartment, unless partitions are installed.

The framed opening shall measure approximately 54.00 inches wide by 70.00 inches high.

Compartment "B1"

There shall be one (1) compartment, "B1", located at the rear of the apparatus, below the hose bed access area. The approximate interior dimensions of this compartment shall be 43.00 inches (1092.20 mm) wide and as high as possible determined by the hose bed height and rear configuration. The depth shall be determined by the length of the rear side compartments specified and maximized for the suspension specified for the chassis.

The framed opening shall be approximately 38.00 inches (965.20 mm) wide and 41.00 inches (1041.40 mm) high.

REAR COMPARTMENT PARTITIONS

The rear center compartment of the apparatus shall have semi-permanent partitions installed on each side to increase utilization of the rear center area and to block access to either of the side compartments.

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The partitions shall be constructed of the same materials as used in the body structure and shall be bolted in place to form permanent compartmentation.

ROLL-UP DOOR CONSTRUCTION

All horizontal and vertical compartment doors shall be roll-up style doors.

A R•O•M Corporation Series IV roll-up shutter door shall be installed. Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum.

Shutter slats shall feature a double wall extrusion 0.315 inches thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slat must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design shall be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double "V" seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece "D" shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125 inches. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counterbalance system. Counterbalance system shall be 4.00 inches in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counterbalance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counterbalance system.

The compartment roll up doors, track and trim shall be wet finish painted to color match the apparatus body.

There shall be a protective cover installed under each body compartment door roll to protect the door in the rolled up position. The roll-up door protector shall be left Natural finish.

There shall be nylon straps installed on both the left and right body side 'high side' compartment doors to assist in closing the door. The strap shall be attached to each door and permanently mounted to the rearward wall with footman loops using Nutserts, halfway between the top and bottom of the compartment.

Each roll up door shall have an integral door open indicator magnet in the lift bar. If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

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SILL PLATES

Brushed stainless steel sill plates shall be installed at the bottom of each body compartment door opening.

ONSCENE COMPARTMENT STRIP LIGHTING

OnScene "Access" LED strip lighting shall be installed in the compartments as specified. Each light strip shall be of maximum length available to fit the opening. The lighting in each compartment shall be on a separate circuit, and only illuminate when the compartment doors are open.

- Two (2) full length "Access" LED strip lights shall be installed in four (4) over wheel compartment(s), one (1) each side of framed opening.
- Two (2) full length "Access" LED strip lights shall be installed in four (4) full height compartment(s), one (1) each side of framed opening.
- Two (2) full length "Access" LED strip lights shall be installed in the rear center compartment, one (1) each side of framed opening.

Each compartment light shall be activated with the ignition, park brake and the respective compartment door open switch

REAR TAILBOARD

The rear of the apparatus body shall be vertical in design - otherwise known as a 'flat-back'.

The rear tailboard shall be fabricated of the same tubular materials as used in the apparatus body.

The tailboard shall be an independent assembly welded to the rear body structural framing to provide body protection and a solid rear stepping platform.

The rear step shall be designed to incorporate "crush zone" technology. This idea incorporates lighter materials in the tailboard than the body structure so the step will "crush" in a collision before the body structure.

On the rear body surface, a sign shall be attached that states: "DO NOT RIDE ON REAR STEP, DEATH OR SERIOUS INJURY MAY RESULT."

The rear tailboard and body shall be constructed such that the angle of departure shall be no less than 8 degrees at the rear of the apparatus when fully loaded (NFPA) 1901, Standard for Automotive Fire Apparatus.

The rear tailboard shall be approximately 13.50 inches (342.90 mm) deep and shall incorporate a .188 inch (4.78 mm) embossed aluminum diamond plate overlay. The stepping area shall span the width of the apparatus, overlapping the perimeter of the structural tailboard framework.

CONE MOUNT

There will be a cone mount on the left rear of the tailboard inboard of the M9 DOT lights.

WHEEL WELLS

Wheel wells shall have semicircular black polymer composite inner liners that are bolted to the wheel well panel and supported inboard by brackets that are connected to the body framework. Each wheel well shall be a continuous piece with no breaks or ledges where road grime or debris may accumulate.

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This liner shall be removable for access to suspension assembly for repairs. There shall be no exception to the bolted wheel well inner liner requirement.

WHEEL WELL MODULES

The body wheel well area shall be fabricated of same material type as the body and finish painted. There shall be "smart storage" compartmentation features incorporated on each side of the apparatus body wheel well modules to utilize and maximize storage space availability.

WHEEL WELL ROLL-OUT DRAWER

There shall be one (1) roll-out drawer installed above the rear wheel on the left side of the body in the L-3 compartment. The drawer shall be as wide and as deep as the compartment allows and shall have a 220 pound capacity.

The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a lock-in, lock-out (FDR) front drawer release system.

WHEEL WELL ROLL-OUT DRAWER

There shall be one (1) roll-out drawer installed above the rear wheel on the right side of the body in the R-3 compartment. The drawer shall be as wide and as deep as compartment allows and shall have a 220 pound capacity.

The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a lock-in, lock-out (FDR) front drawer release system.

WHEEL WELL RECESSED STORAGE

The R-4 compartment will have a Little Giant Defender model 17 ladder stored in the stowed position horizontally on the compartment floor.

LEFT FRONT WHEEL WELL

There shall be provisions in the wheel well on the left side in front of the axle.

The compartment shall hold three (3) 6.75 inch (171.45 mm) Diameter x 24.00 inch (609.60 mm) long SCBA bottles with 1.00 inch (25.40 mm) nylon safety loops installed.

LEFT REAR WHEEL WELL

There shall be provisions in the wheel well on the left side behind the axle.

The fuel fill shall be located within the smart storage compartment. The remaining space available shall be divided off for small equipment storage.

There shall be a fuel fill assembly located on the apparatus body accessing the chassis supplied fuel tank. The assembly shall be located in the rear Smart Storage module specified behind the rear axle. There shall be a drain in the fuel fill assembly to allow overflow to drain on the back side of the apparatus body. The fuel fill cap shall be manufactured of plastic materials, green in color and equipped with a tether. The fuel fill cap shall be labeled "DIESEL FUEL". The fuel fill neck shall have a .375 inch inside diameter vent line installed from the top of the fuel tank to the fill tube.

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RIGHT FRONT WHEEL WELL

There shall be provisions in the wheel well on the front side in front of the axle.

The compartment shall hold three (3) 6.75 inch (171.45 mm) Diameter x 24.00 inch (609.60 mm) long SCBA bottles with 1.00 inch (25.40 mm) nylon safety loops installed.

RIGHT REAR WHEEL WELL

There shall be provisions in the wheel well on the right side behind the axle.

The fuel fill shall be located within the smart storage compartment. The remaining space available shall be divided off for small equipment storage.

There shall be a fuel fill assembly located on the apparatus body accessing the chassis supplied fuel tank. The assembly shall be located in the rear Smart Storage module specified behind the rear axle. There shall be a drain in the fuel fill assembly to allow overflow to drain on the back side of the apparatus body. The fuel fill cap shall be manufactured of plastic materials, green in color and equipped with a tether. The fuel fill cap shall be labeled "DIESEL FUEL". The fuel fill neck shall have a .375 inch inside diameter vent line installed from the top of the fuel tank to the fill tube.

SMART STORAGE DOORS

The smart storage compartment doors shall be .188 inch smooth aluminum and painted to match body job color. Where a module storage compartment is specified, a hinged door shall be provided. Each compartment door shall be secured with a push button latch.

DOOR OPEN INDICATOR

There shall be a switch installed for each smart storage compartment door.

If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

FENDERETTES

Two (2) polished stainless steel fenderettes shall be provided and installed on body rear wheel well openings, one (1) each side. Rubber welting shall be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to resist deterioration.

UPPER STORAGE COMPARTMENTS

Three (3) upper storage compartments shall be provided and installed on each side of the apparatus body. The compartments shall be of equal length using the full length of the body.

The compartment shall extend beyond the apparatus body roof and walking surface and provide a vertical edge to prevent water intrusion. An adhesive backed bulb seal shall be applied to the underside perimeter of the lid, excluding the hinge side, to ensure a positive seal.

The formed doors shall extend over the compartment edge approximately 1.00 inch to minimize water penetration.

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Each door shall be secured by push button weather resistant (C5) South Co Brand style latches. The doors shall be fabricated of embossed aluminum diamond plate and be secured by a stainless steel hinge. If deemed necessary due to width, the doors shall be reinforced to act as a suitable walking or standing surface. Each door shall be held open by a gas charged strut on each side and permit full access to the compartment along its length. The struts shall be concealed inside the compartment when the door is in the closed position.

The compartments shall be constructed as part of the body.

The upper compartments shall not be vented. There shall be plastic tubing installed for adequate drainage that is routed from corners of the upper compartment floors down to below the lower compartment floor level.

The top surfaces rearward of the compartments shall be overlaid with embossed aluminum diamond plate with no storage space provided.

UPPER STORAGE COMPARTMENT LIGHTING

One (1) OnScene Solutions "Access" LED full length strip light shall be installed in each upper body storage compartment along the hinge. The light strip shall be of maximum length available to fit in the compartment.

The lights shall be on a separate circuit, activating only those lights that have an open compartment door.

STANDING PLATFORM

There shall be an open rear section above the access ladder recessed into the upper back of the body to act as a standing platform/landing area to allow access to the upper storage area of the body. The opening of the platform shall be approximately 11.00 inches (279.40 mm) wide with the interior landing area being of maximum width for the design and approximately 12.00 inches (304.80 mm) long to the rear off the upper storage compartment.

The vertical and horizontal surfaces shall be finished with embossed aluminum diamond plate.

SUPERLINER COMPARTMENT FINISH

The upper storage compartment interiors shall be coated with Superliner.

The Superliner Color shall be Medium Gray.

HOSE STORAGE

A hose bed shall be provided and installed with the minimum capacity as required by (NFPA) 1901, Standard for Automotive Fire Apparatus. The hose bed shall have a slotted .25 inch (6.35 mm) aluminum flooring installed to allow drainage through the tank cavity to the ground below.

The aluminum flooring shall be manufactured in discrete sections to allow for ease of removal and stability. The area shall be free of sharp edges to protect the hose when loading and unloading.

HOSE BED AREA

The hose bed area of the apparatus shall be overlaid with brushed stainless steel material.

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HOSE BED AREA TRIMMED W/ BRUSHED SST

The vertical corners at the back hose bed shall be trimmed with brushed stainless steel. The trim shall extend from the hose floor level up to the top edge of the body side.

HOSE BED WALL HEIGHT

The walls of the hose bed shall be 90.00 inches (2.29 m) tall, measured from the bottom edge of the compartments to the top flange.

'A' FRAME HOSE BED COVER

There shall be a double door cover provided and installed which overlays a tubular structure for the hose bed.

Each cover shall be capable of supporting 600 pounds (272 kg) while standing on the cover. Each cover shall be capable of being opened independently and rest on a tubular structure which runs down the middle of the hose bed with a truss support at the rear of the apparatus. The covers in the closed position shall be higher in the center of the hose bed than they are at the hinged end to create an 'A' frame appearance and to aid in water runoff.

The front and rear of hose bed covers shall have vertical end caps that extend down to create a level line of diamond plate the width of the covers.

The doors shall be fabricated of .125 inch (3.18 mm) embossed aluminum diamond plate with full length two-piece stainless steel piano hinges.

The hose bed covers shall be wired to the hazard light in chassis cab. Inductive proximity switches shall be installed at the hose bed cover door hinges. If the door is not properly closed with the parking brake released, it shall activate the "hazard light" in the cab to alert the crew.

The hose bed covers shall be supplied with two (2) pneumatically actuated cylinders, to assist in lifting and lowering the hose bed covers. The pneumatic actuation device shall allow adjustment of the rate of speed for lift or lowering. The cylinders shall be equipped with low temperature seals, to extend operation down to -40 degrees Fahrenheit. There shall be one black paddle switch for the cover assembly located at the left rear of the body.

HANDRAILS

Two (2) handrails shall be installed on the rear of the A-frame (under the covers when closed), one (1) each side. The handrails shall be constructed of extruded aluminum with a knurled grip full length red reflective stripe and full length illuminated LED light strip (facing down) and shall be up to 18.00 inches (457.20 mm) in length.

Each handrail LED light strip specified shall be white/clear in color.

The illuminated handrail light shall be activated when the park brake is set.

REAR HOSE BED RESTRAINT

The dealer shall provide a means of restraining the hose at the rear of the hose bed to prevent inadvertent deployment of hose during transit.

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LED HOSE BED COVER LIGHTING

Two (2) OnScene "Access" LED strip lights of equal length shall be mounted to the underside of each hose bed cover.

The lights shall be on a circuit and turning on only when the covers are opened.

HOSE BED DUNNAGE AREA

A vertical bulkhead shall be provided and installed at the front of the hose bed area, behind the water tank fill tower, forming a storage area that is separated from the hose bed.

The rear face of the bulkhead shall serve as a mounting surface for the hose bed dividers, resulting in the ability to move any hose bed divider across the entire width of the hose bed.

REINFORCED HOSE BED DIVIDER WITH HAND CUTOUT

There shall be a full height adjustable reinforced hose bed divider provided and installed in the hose bed area of the apparatus body.

The divider shall be fabricated of .25 inch (6.35 mm) thick aluminum plate with a double sided reinforcement and attached to the adjustable slide rails. The rear of the divider shall have a radius to provide a smooth corner and a hand cut out to aid in access to the hose bed area. The top and rear edges shall be reinforced with 1.00 inch (25.40 mm) round aluminum tubing for extra rigidity. Hose payout shall be unobstructed by the divider.

There shall be a total of two (2) provided and installed in the hose bed.

Along the top edge of each adjustable hose bed divider specified there shall be equally spaced scalloped cutouts (belly cutouts) that shall be 10.00 inches, not to exceed more than half the height of the divider itself without affecting structural integrity. The number of cutouts shall be a maximum of four (4) depending on length of the divider.

HOSE LOAD

The hose bed shall accommodate the following hose loads:

- 200 feet of Combat Ready 1.75 inch hose
- 800 feet of 2.50 inch hose
- 1000 feet of 5.00 inch hose

TANK CAPACITY

The tank shall be 1000 gallons (3785 liters) in capacity.

PRO POLY POLYPRENE TANK

The water tank shall be designed to utilize cavities that have commonly been wasted space. The water tank shall extend up and over the rear center compartment to just behind the rear body wall. The water tank shall fill the void between the main hose bed floor and the top of the rear center compartment. This tank design shall provide for a lower overall tank height, resulting in a lower overall main hose bed height. In addition, this design shall create a lower center of gravity of the vehicle, for improved vehicle handling.

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TANK CONSTRUCTION

The booster tank shall be constructed of .50 inch (12.70 mm) thick Polypropylene sheet stock which is a non-corrosive stress relieved thermoplastic. It shall be designed to be completely independent of the body and compartments. All joints and seams are extrusion welded and/or contain the "Bent Edge" and tested for maximum strength and integrity. The top of the booster tank is fitted with lifting eyes designed with a 3 to 1 safety factor to facilitate tank removal.

COVER

The tank cover shall be constructed of .50 inch (12.70 mm) thick Polypropylene and shall be recessed. A minimum of two lifting dowels shall be drilled and tapped .50 inch (12.70 mm) x 2.00 inch (50.00 mm) to accommodate the lifting eyes.

BAFFLES

The swash partitions shall be manufactured from .50 inch (12.70 mm) Polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments to provide maximum water flow. All swash partitions interlock and are welded to one another as well as to the walls of the tank.

MOUNTING

The tank shall have a reinforced .75 inch (19.10 mm) floor for added strength and durability. The tank shall be isolated from the body substructure cross members with .50 inch (12.70 mm) x 2.50 inch (65.00 mm) rubber strips that are 60 durometer in hardness. The tank shall sit nested inside the center body substructure and shall be completely removable without disturbing the body side panels. Tank stops on all four sides will keep the tank from shifting front to back or side to side.

TANK WARRANTY

A lifetime tank warranty will be provided by the tank manufacturer, Pro Poly.

FILL TOWER

The fill tower opening shall be approximately 13.00 inches (330.20 mm) x 12.00 inches (304.80 mm).

The tower will have a .25 inch (6.40 mm) thick removable Polypropylene screen and a Polypropylene hinged type cover that will open if the tank is filled at an excess rate. There shall be a removable .25 inch (6.40 mm) thick Polypropylene screen to prevent debris from falling into the tank.

The fill tower shall have a 4.00 inch (100.00 mm) overflow that will discharge underneath the tank, behind the rear axle(s), avoiding the chassis fuel tank and suspension components where applicable. The overflow shall terminate above the tank water level when filled to the rated capacity.

FILL TOWER LOCATION

The fill tower shall be located to the left side at the front of the hose bed.

SUMP

The sump will be constructed in an 8.00 inch (203.20 mm) x 16.00 inch (406.40 mm) x 3.00 inch (77.00 mm) deep area.

The construction material shall utilize .50 inch (12.70 mm) Polypropylene and be located in line with the tank suction valve. There shall be a 4.00 inch (100.00 mm) schedule 40 Polypropylene tube installed that will run from the suction outlet to the sump location. The tank will have an anti-swirl plate located approximately 2.00 inch (50.00 mm) above the sump.

SUMP PLUG

The sump shall have a 3.00 inch (77.00 mm) plug for use in draining and cleaning out the tank.

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OUTLETS

In addition to the tank suction valve outlet located in the sump, there shall be an outlet provided for the tank fill valve. If there are any additional options selected (such as an extra tank suction or direct tank inlets), there shall be additional outlets provided to accommodate these items.

LADDER COMPARTMENT

The ground ladders shall be stored within a compartment installed through the booster tank.

All items shall be stored in their own independent section to allow one item to be removed without disturbing another. There shall be polypropylene slide angles installed in each section where applicable, and for the ladders to slide on. There shall be a stop in the front of each section to prevent the items from sliding forward.

The ground ladder compartment shall be fabricated of .125-inch smooth aluminum. The ground ladder compartment shall be located horizontally through the water tank.

The compartment shall be enclosed through the tank and open at the pumphouse end; where "stops" will be incorporated to prevent the ladders from sliding forward and damaging internal pumphouse components.

The door hinge shall be mounted horizontally across the bottom edge of the compartment door opening and a gas shock hold open device shall be installed to hold the door in the "Open" position.

The door material shall match the rear overlay material. The door shall have two (2) push button type latches installed with a chrome handle centered between the push button latches. If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

The ladder compartment door shall be left unfinished and include retro-reflective chevron material matching the rear of the apparatus.

The following ladders shall be supplied with the apparatus:

- One (1) Duo-Safety 24 foot (7.0 m) two (2) section aluminum extension ladder(s), model 900A.
- One (1) Duo-Safety 14 foot (4.0 m) aluminum roof ladder(s) with folding hooks, model 775A.
- One (1) Duo-Safety 10 foot (3.0 m) aluminum attic ladder(s), model 585A.

There shall be three (3) tubes provided for storage of the pike poles installed with the ground ladder complement. The tubes will be located to allow for pike poles or roof hooks to be stored. The pike poles shall be supplied and installed by the Fire Department before the apparatus is placed into service.

RESCUE STORAGE COMPARTMENT

There shall be a rescue equipment storage compartment provided and installed with the apparatus. The compartment shall be constructed of .125 inch (3.18 mm) smooth aluminum.

All items shall be stored in their own independent section to allow one item to be removed without disturbing another. As required, there shall be a stop in the front of each section to prevent items from sliding forward.

The interior floor of the compartment shall be lined with black ABS plastic for ease of stowing and un-stowing equipment.

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The compartment shall include provisions for mounting the following:

- Four (4) Paratech highway struts (just struts, no attachments)
- One (1) rescue tripod

The storage compartment shall be located in the hose bed storage area horizontal on the right side.

The compartment shall have a hinged door to access equipment. The door shall be fabricated of the same material as the rear overlay and shall be secured with two (2) push button type latches and a 7.00 inch chrome handle centered between the latches. If the door is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

Retro-Reflective striping in a chevron pattern matching the rear layout shall be provided on the equipment access door.

COMPARTMENT UNISTRUT

Vertically mounted Unistrut shall be installed in all apparatus body compartments, except the L1 compartment as referenced below, in the upper and lower sections, to accommodate the installation of shelves, trays, and or other miscellaneous equipment. When sufficient space allows for a shelf/tray to be installed, the unistrut in the L1 compartment will be located on the rearward face of the structure for the operator's panel and the rear wall/forward facing.

OVER-WHEEL COMPARTMENT PARTITIONS

Compartment partitions fabricated of the same material as the body shall be permanently installed in the left over-wheel compartment, right over-wheel compartment, or both where applicable by design. The partitions shall be permanently installed in place and flush to the forward and rearward frame openings. The partitions shall aid in keeping loose equipment from falling into the fore and aft compartments.

FIXED VERTICAL COMPARTMENT DIVIDERS

A permanently mounted sheet metal compartment divider shall be installed in each compartment specified. There shall be vertical Unistrut tracks attached to each side of the divider to aid in equipment mounting.

The following shall be provided in each compartment:

- There shall be one (1) fixed divider(s) located within the L2 compartment. The fixed divider shall be located centered in the compartment.
- There shall be one (1) fixed divider(s) located within the L5 compartment. The fixed divider shall be located centered in the compartment.
- There shall be one (1) fixed divider(s) located within the R2 compartment. The fixed divider shall be located centered in the compartment.
- There shall be one (1) fixed divider(s) located within the R5 compartment. The fixed divider shall be located centered in the compartment.

SHELVING

The shelving shall be made out of .190 inch (4.83 mm) smooth aluminum sheet material with a formed 2.00 inch (50.80 mm) lip on the front and back. The side mounting brackets shall be provided for vertical adjustment.

Standard manufacture shelf construction capacity ratings are as follows, any requested change to the manufacture's standard design may affect/reduce the ratings accordingly:

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Shelving shall be rated at a capacity of 200 pounds (90.72 kg) and applicable to the design configuration.

The following shelving shall be provided:

FULL DEPTH SHELVING

A full width x full depth shelf shall be provided and installed in the compartment as specified. There shall be a total quantity of one (1) provided.

- One (1) located in the L2 compartment.
- One (1) located in the L5 compartment.
- Two (2) located in the R2 compartment.
- One (1) located in the R5 compartment.
- One (1) located in the B1 compartment.

ROLL OUT TRAYS

Each tray shall be fabricated of .19 inch (4.83 mm) thick 3003 grade or higher aluminum sheet material with four (4) 3.00 inch (76.20 mm) side flanges, corner welded for maximum strength and shall be as wide and as deep as compartment allows.

The following shall be supplied:

ROLL-OUT ASSEMBLY/ONSCENE

The floor mounted tray shall be full width and shall be secured to an (OnScene) rollout slide system constructed of anodized aluminum extrusions and assembled using stainless steel fasteners (no welds). The slide shall use a three extrusion rail design utilizing twelve to sixteen (12-16) urethane rollers. The roller shall contain two (2) precision roller bearings mounted in an aluminum hub with a molded on urethane cover. The slide shall have a cable operated, spring loaded latch complemented by a large hand opening and red pull handle (Pull to Release). The slide shall lock in the closed and full extension positions. The tray shall have a 1000# capacity and 100% extension. There shall be a total quantity of five (5) provided.

- One (1) located in the L2 compartment.
- One (1) located in the L5 compartment.
- One (1) located in the R2 compartment.
- One (1) located in the R5 compartment.
- One (1) located in the rear center compartment.

ADJUSTABLE ROLL-OUT ASSEMBLY/ONSCENE

The adjustable tray shall be full width and shall be secured to an (OnScene) rollout slide system constructed of anodized aluminum extrusions and assembled using stainless steel fasteners (no welds). The slide shall use a three extrusion rail design utilizing twelve to sixteen (12-16) urethane rollers. The roller shall contain two (2) precision roller bearings mounted in an aluminum hub with a molded on urethane cover. The slide shall have a cable operated, spring loaded latch complemented by a large hand opening and red pull handle (Pull to Release). The slide shall lock in the closed and full extension positions. The tray shall have a 1000# capacity and 100% extension and adjustable height utilizing unistrut materials. There shall be a total quantity of three (3) provided.

- One (1) located in the L4 compartment.
- One (1) located in the R4 compartment.
- One (1) located in the R5 compartment.

SHELF AND TRAY FINISH

The shelf(s) or roll-out tray(s) installed shall have a dual-action sanded finish applied on the front and side faces.

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ROLL OUT TRAY DIAMOND GRADE REFLECTIVE STRIPING

The roll out tray(s) provided shall have full length 3M diamond grade retro-reflective striping installed to indicate a hazard or an obstruction. The diamond grade striping shall run the full width and the full depth of each roll out tray. The reflective striping shall be "White" in color.

SHELF DIAMOND GRADE REFLECTIVE STRIPING

The shelf(s) provided shall have full length 3M diamond grade retro-reflective striping installed to indicate a hazard or an obstruction. The diamond grade striping shall run the full width of each shelf face. The reflective striping shall be "White" in color.

PULL-OUT TOOL BOARD/ALUMINUM PEG BOARD

An aluminum peg board, pull-out tool board with DA finish shall be installed in the compartment as specified. The peg board shall feature 0.25 inch holes. The tool board shall be attached to unistrut material mounted on the floor and ceiling of the compartment, extending perpendicular to the rear wall, allowing for horizontal adjustment from front to rear. The tool board shall be mounted utilizing a slide with locking device at the bottom to keep the board in the stored and extended positions. There shall be a total quantity of three (3).

The pull-out/swing-out style tool board shall have white 3M DiamondGrade reflective striping installed making the perimeter of the tool board more readily visible.

- Two (2) located in the L2 compartment.
- One (1) located in the R5 compartment.

AIR BAG STORAGE COMPARTMENT

Inflatable air bags shall be stored in individual vertical storage slots of a compartment. Each slot shall be wide enough to accommodate the specified bag dimensions with fill valve. The air bags shall be removable without disturbing the storage of another.

The compartment shall have provisions for five (5) air bags.

The air bag compartment shall have a painted finish matching the interior body compartments.

The air bag compartment shall be located forward in the R4 compartment.

The air bag compartment shall incorporate a Ziamatic utility strap to securely retain the equipment during transit.

SIDE RUB RAILS (ALUMINUM CHANNEL)

The lowest edge of the apparatus body side compartments shall be trimmed with brightly anodized aluminum channel rub rail material.

The rub rails shall be approximately 3.00 inches high with flanges turned outwards for increased rigidity, with each end chamfered to a 45 degree angle. The rub rails shall not be constructed as an integral part of the apparatus body structure, allowing each rub rail to be easily removed in the event of damage.

The rub rails shall be secured with stainless steel fasteners and spaced away from the apparatus body with .50 inch nylon spacers to help absorb moderate side impacts and prevent the collection of water and debris for easier cleaning.

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One inch reflective 3M "Diamond Grade" striping shall be applied to the length of each side rub rail section making the perimeter of the apparatus more readily visible. The reflective striping shall be white in color.

REAR RUB RAIL (ALUMINUM CHANNEL)

The rearward edge of the rear step shall be trimmed with brightly anodized aluminum channel rub rail.

The rub rail shall be approximately 3.00" high with flanges turned outwards for increased rigidity, with each end chamfered to a 45 degree angle. The rub rail shall not be constructed as an integral part of the apparatus body structure, allowing the rub rail to be easily removed in the event of damage.

The rub rail shall be secured with stainless steel fasteners and spaced away from the edge of the rear step with .50 inch nylon spacers, to help absorb moderate rear impacts and prevent the collection of water and debris for easier cleaning.

One inch reflective 3M "Diamond Grade" striping shall be applied to the length of the rear rub rail section making the rear of the apparatus more readily visible. The reflective striping shall be white in color.

INTERMEDIATE REAR STEP

The rear step shall be 8.00 inches (203.20 mm) in depth. Handhold cutouts shall be provided in the top step surface measuring approximately 2.50 inches deep. There shall be one (1) full length aluminum non lit handrail integrated into the assembly.

The step shall be mounted on the flat back of the apparatus with gusset-type mounting to provide sufficient support for loading hose and gaining access to the hose bed area.

The platform stepping surface shall be constructed of .188 inch (4.76 mm) embossed aluminum diamond plate materials.

The rear step shall be located as high as possible beneath the hose bed floor.

One (1) light shall be installed to illuminate the stepping areas as provided. The light shall be an OnScene Solutions "Access" Series 18.00 inch (457.20 mm) LED with an aluminum mounting bezel. The light shall be directed towards and positioned above the stepping surface. The step light shall be activated when the park brake is set.

"SMART" ALUMINUM ACCESS LADDER

A "Smart" aluminum fold down access ladder shall be provided at the rear of the apparatus. The ladder rungs shall be constructed of a slip resistant stepping material.

The upper section shall be permanently secured to the body with a mechanical style hinge and fasteners that allow the ladder to extend down and out to the ground from the apparatus body. When deployed, the fold-down steps shall create a safe and comfortable climbing angle.

Two (2) gas cylinders shall be installed to assist in the deployment of the lower fold-down section. A mechanical locking mechanism shall be provided to retain the ladder in a stowed and secured position when in transit or when not in use. Access ladder rung illumination shall be provided during low light conditions.

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A notch will be provided on all tailboards 'exceeding' 13.50 inches deep when specifying the addition of a Smart Fold Down Ladder. The notch will provide the proper clearance to allow the ladder to 'swing down' freely when being deployed.

If the step is not properly stowed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

The ladder shall be installed at the rear of the apparatus on the right side.

Two (2) lights shall be installed to illuminate the stepping areas as provided. The lights shall be an OnScene Solutions "Access" Series 9.00 inch (228.60 mm) LED with an aluminum mounting bezel. The lights shall be directed towards and positioned above the stepping surface. The step light shall be activated when the park brake is set.

HANDRAILS KNURLED ALUMINUM ILLUMINATED

Handrails shall be 1.25 inches in diameter, constructed of extruded aluminum with a knurled grip, full length red reflective strip and full length illuminated LED light strip.

There shall be a 2.00 inch minimum clearance between the handrail and the body. The light shall illuminate an area adjacent to the handrail and in accordance with (NFPA) 1901, Standard for Automotive Fire Apparatus, standard requirements.

The following handrails shall be installed at the approximate lengths noted:

42" HANDRAILS

Two (2) 42.00 inch vertical handrails shall be installed, one (1) on each side of the rear center compartment area of the rear of the apparatus. These vertical handrails shall utilize an offset stanchion with the offset directed away from storage door openings for added clearance, where applicable. Each handrail LED light strip specified shall be white/clear in color. The illuminated handrail light shall be activated when the park brake is set.

TOW EYES

There shall be two (2) rear tow eyes installed to the frame rails, one each side, accessible below the rear of the apparatus.

They shall be manufactured of 1.00 inch plate steel and each plate shall be bolted to the chassis frame rail with a minimum quantity of six (6) grade 8 bolts. The two plates shall be anchored together with 1.00 inch steel tubing to prevent swaying of the frame rails during a towing operation. All steel components shall be painted black.

LOW-VOLTAGE ELECTRICAL SYSTEM

The apparatus shall be equipped with a Logic Controlled, Low-Voltage (12v) Electrical System, compliant with the latest revision of the (NFPA) 1901, Standard for Automotive Fire Apparatus.

The system shall be capable of performing total load management, load management sequencing, and load shedding via continuous monitoring of the low-voltage electrical system. In addition, the system shall be capable of switching loads (similar to operating as an emergency warning lamp flasher) eliminating the dependency on many archaic electrical components such as conventional flasher modules. The system shall also incorporate provisions for future expansion or system modification.

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The low-voltage electrical system shall be designed to distribute the placement of electrical system hardware throughout the apparatus thereby enabling a smaller, optimized wire harness. The programmable, logic controlled system shall eliminate redundant electrical hardware such as extra harnesses, circuit boards, relays, circuit breakers, and separate electrical or interlock subsystems and associated electronics for controlling various electrical loads and inputs.

As-built electrical system drawings and an apparatus-specific reference of I/O shall be furnished in the final delivery manuals. These drawings shall illustrate the electrical system broken down into separate functions, or small groups of related functions. Drawings shall depict circuit numbers, electrical components and connectors from beginning to end. A single drawing for all electrical circuits installed by the apparatus manufacturer shall not be accepted.

MULTI-PLEXED ELECTRICAL WARRANTY

A four (4) year limited (V-MUX) multiplex system warranty, of Weldon Technologies, Inc.; shall be provided by the apparatus manufacture for parts and labor, while under normal use and service; against mechanical, electrical and physical defects from the date of installation.

The warranty shall exclude; sensors, shunt interface modules, serial or USB kits, transceivers, cameras, GPS, and electrical display screens, which shall be limited to a period of one a (1) year repair parts and labor from the date of installation.

NODE

An electrical distribution node or relay shall be installed in the below locations of the apparatus body.

The pump node shall be mounted as high as practical in the full depth portion of the right front compartment.

The rear body nodes shall be mounted as high and as far inboard as practical on the rear wall in the rearmost compartment.

A protective cover shall be installed to prevent damage to the node or electrical system during equipment installation and or removal. Node covers shall be approximately 16.00 to 22.00 inches in length with an inspection hole positioned for view of the node indicator LED lights. The finish of the cover shall match the compartments interior finish. Node covers will not include any type of shelf mounting structure and shall limit the height of unistrut or shelf height within the compartments.

PERIMETER LIGHTS LOCATION

There shall be eight (8) underbody perimeter lights installed on the apparatus positioned to provide illumination to the immediate ground area around the unit.

One (1) under the front of the side front body compartments, one (1) under the rear of the front body compartments, one (1) centered under the side rear body compartments, one (1) under each side of the tailboard.

The underbody perimeter lights provided will be TecNiq model T44 series, 4" round, 8 diode LED lights.

The perimeter lights under the body shall illuminate the area with the activation of the chassis ground lights, excluding any chassis door programming.

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UPPER LIGHTING PACKAGE

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the upper areas of the vehicle.

UPPER ZONE B&D-FORWARD:

There shall be two (2) Whelen model M9 series LED lights with chrome bezels provided and installed with the apparatus. There shall be one (1) each side of the body in the upper forward corners.

The upper side lights shall feature multiple flash patterns including steady burn.

The side lower lights shall feature low intensity standard flash pattern.

The upper warning lights mounted on the side positions shall be split red/blue with a clear lens.

UPPER ZONE B&D-REAR:

There shall be two (2) Whelen model M9 series LED lights with chrome bezels provided and installed with the apparatus. There shall be one (1) each side of the body in the upper rear corners.

The upper side lights shall feature multiple flash patterns including steady burn.

The side lower lights shall feature low intensity standard flash pattern.

The upper warning lights mounted on the side positions shall be red with clear lenses.

UPPER SIDE WARNING LIGHT SWITCH E-MASTER/VISTA

The upper side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification.

UPPER ZONE C:

There shall be two (2) Whelen model M9 series LED lights with chrome bezels, one (1) each side, provided and installed with the apparatus.

The rear upper lights shall feature multiple flash patterns including steady burn.

The rear lower lights shall feature low intensity standard flash pattern.

The upper warning lights mounted at the rear shall be red with clear lenses.

AUXILIARY MID ZONE C:

There shall be two (2) Whelen model M6 series LED lights with chrome bezels, one (1) each side at the rear mid height, provided and installed with the apparatus.

The rear upper lights shall feature multiple flash patterns including steady burn.

The rear lower lights shall feature low intensity standard flash pattern.

The upper warning lights mounted at the rear shall be split red/blue with a clear lens.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

UPPER REAR WARNING LIGHT SWITCH E-MASTER/VISTA

The upper rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification.

LOWER LED WARNING LIGHTING

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the lower areas of the vehicle.

LOWER ZONE B&D:

There shall be twelve (12) Whelen model ION T LED lights with chrome housings, two (2) each side, provided and installed with the apparatus. The lights shall feature multiple flash.

The lower side lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The warning lights shall be set to emit the "ActionScan" flash pattern.

The rear lower lights shall feature low intensity standard flash pattern.

The lower side warning lights mounted on the side positions shall be blue, red, blue, red, blue and red (front to back) with all clear lenses.

The warning lights on the side of the apparatus as follows:

- Forward in the rub rail below the side front body compartment
- Rearward in the rub rail below the side front body compartment
- Between the front and middle smart storage wheel well storage areas
- Between the middle and rear smart storage wheel well storage areas
- Forward in the rub rail below the side rear body compartment
- Rearward in the rub rail on the sides of the tailboard

LOWER SIDE WARNING LIGHT SWITCH E-MASTER/VISTA

The lower side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification.

LOWER ZONE C:

There shall be two (2) Whelen model M9 series Super-LED lights with chrome bezels, one (1) each side, on provided and installed on the rear of the body.

The lower rear lights shall feature multiple flash patterns including steady burn.

The lower rear lights shall feature low intensity flash pattern.

The lower rear warning lights mounted at the rear shall be red with clear lenses.

LOWER REAR WARNING LIGHT SWITCH E-MASTER/VISTA

The lower rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

LED REAR TAILLIGHT ASSEMBLY

There shall be Whelen M9-Series Super LED rear taillight assemblies provided and installed with the apparatus, one (1) each side at the rear.

The following shall be installed in the order as specified from top to bottom:

- One (1) M92BTT LED red brake light
- One (1) M92T LED series amber turn signal light
- One (1) M92BU LED clear back-up light

There shall be individual chrome bezels provided for each light of the taillight assembly.

The taillights mounted at the rear shall have clear lenses.

BACKUP LIGHTS

The backup lights shall illuminate when the apparatus is placed in reverse and with the rear scene light switches.

LED DOT LIGHTING

There shall be a total of thirteen (13) red clearance lights and two (2) amber clearance lights installed on the apparatus.

There shall be seven (7) red clearance lights located on the rear of the apparatus, five (5) lights shall be located in the tailboard portion with three (3) of those lights centered and two (2) in the outboard corners. The two additional (2) lights shall be located as high and wide as possible on the rear of the apparatus.

On the sides of the apparatus there shall be six (6) red clearance lights, three (3) located on each side of the apparatus. Two (2) shall be located in the lower body at the front and rear portion of the rear side compartments and one (1) in the upper body corners as rear as possible.

Additionally, the sides of the apparatus shall have two (2) amber clearance lights installed, one (1) located on each side of the apparatus in the lower body at the front portion of front compartments.

The lights shall be TecNiq S17 series LED red and amber markers with clear lens.

LED INTERMEDIATE TURN SIGNAL LIGHTING

There shall be four (4) amber intermediate turn signals and four (4) amber intermediate marker lights on the sides of the apparatus (two (2) each per side) between the front and rear axles.

The lights shall be TecNiq S17 series LED amber markers with clear lens.

AUXILIARY SIDE DOT LIGHTING

There shall be two (2) auxiliary DOT lights supplied on the running boards at the rear of the pump house, one (1) on each side.

The lights shall be TecNiq brand S17 series LED red markers with clear lens.

WESLACO FIRE DEPARTMENT

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REAR DIRECTIONAL LIGHTBAR

There shall be eight (8) rear directional lights provided and installed on the rear of the apparatus integrated to the rear face of hose bed cover vertical end cap.

The lights shall be Whelen ION T LED ION amber lights with clear lenses and black bezels, and mounted equally spaced, four (4) lights on each end cap.

The back of the hose bed cap shall be boxed in to provide protection and strength for the lights. The back of the protection panel shall be angled to provide protection when hose is deployed in case of contact. This protection panel shall be constructed of aluminum diamond plate.

The rear directional lights shall be controlled by a Whelen Model TACTL5 control head.

Rear Directional Lightbar control head shall be mounted in the rocker panel cutout provided by the chassis manufacturer.

A spray on black coating will be applied to the rear end caps of the hose bed covers for the rear directional lights.

SIDE DIRECTIONAL LIGHTBARS

The below directional light bar shall be installed on each side of the apparatus. The directional light bars lights shall be mounted in the center location, as high as practical with equally spaced lights.

The side directional lightbars shall utilize the existing control module for the rear directional light bar.

There shall be eight (8) directional lights provided and installed on each side of the apparatus.

The lights shall be Whelen model ION T LED ION amber lights with clear lenses and black bezels and mounted equally spaced.

REAR VIEW CAMERA LOCATION

A camera shipped loose with the chassis shall be mounted at the center location to the underside of the intermediate rear step at the rear of the apparatus body for maximum viewing capability.

6 POSITION 12-VOLT POWER FUSE BLOCK

A Blue Sea Systems #5025 Six (6) Circuit ST Blade Fuse Block shall be provided. The fuse panel shall be protected by a 40amp battery direct load.

A 6 position Blue Sea Systems fuse block shall be provided in each of the following locations:

- 12v accessory power shall be provided in the L3 body compartment.
 - There shall be a total of one (1) provided.
 - The accessory power shall be located in the compartment, as inboard as practical on the upper portion of the forward wall.
- 12v accessory power shall be provided in the R2 body compartment.
 - There shall be a total of one (1) provided.
 - The accessory power shall be located in the compartment, as inboard as practical on the upper portion of the forward wall.

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METRO FIRE APPARATUS SPECIALISTS, INC.

SIDE SCENE LIGHTS

There shall be two (2) scene lights installed on the side of the apparatus, one (1) on each side at the rear corner. The scene lights on the side shall be positioned inboard of the warning lights specified.

Whelen Pioneer series model #PCH2 LED single combination flood/spot scene lighting with white housing shall be semi-recess mounted on the apparatus. Each lamp head shall have two (2) 12v Super-LED® panel at 150 watts total. The light head shall draw 13.0 amps and generate 23,000 lumens. Each LED panel shall be mounted within the semi-recess chrome trim bezel. Each lamp head shall be no more than 4.25 inches in height by 14.00 inches in width.

The scene lighting shall be activated by the cab side scene lights (cab switches) and two (2) weather resistant IC switches (also activate cab side lights) located on the pump operator's panel, one (1) for each side of the apparatus.

The switches shall be labeled as follows:

- Left Scene
- Right Scene

REAR SCENE LIGHTS

There shall be two (2) scene lights installed on the rear facing vertical surface of the apparatus, one (1) on each side. The scene lights on the rear vertical panel shall be positioned far outboard on each side below the warning lights specified.

Whelen model #M9LZC LED gradient scene lighting with chrome flange shall be surface mounted on the apparatus. Each light shall offer LED directional lighting from 2 to 40-degrees with internal and external optics. The lamp shall draw 6 amps and generate 6,500 lumens.

The rear scene lighting shall be activated when the apparatus transmission is shifted into reverse and by a virtual button on the Vista display control screen in the cab and a weather resistant push button switch at the pump operator's panel. The scene shall also be interlocked with the park brake.

The switch shall be labeled as follows:

- Rear Scene

FRONT SCENE LIGHT ACTIVATION

The front scene lighting shall be activated by a weather resistant push button switch at the pump operator's panel in addition to the chassis provided switching.

The switch shall be labeled as follows:

- Front Scene

REAR RETRO-REFLECTIVE CHEVRON STRIPING

A minimum of 50 percent of the rear-facing vertical surface, visible from the rear of the apparatus, shall be equipped with 3M Diamond Grade, retro-reflective striping in a chevron pattern, sloping downward and away from the centerline of the vehicle at an angle of 45-degrees.

The stripe shall be 6.00 inches (152.40 mm) wide alternating in colors.

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

RETRO-REFLECTIVE STRIPING-SEVERE DUTY STEEL FRONT BUMPER

The vertical surfaces of the steel front bumper shall be equipped with 3M Diamond Grade, retro-reflective striping in a chevron pattern, sloping downward and away from the centerline of the bumper at an angle of 45-degrees. The stripe shall be 6.00 inch (152.40 mm) wide alternating in colors.

CHEVRON COLOR

The retro-reflective chevron striping shall be red and fluorescent yellow-green in color.

DEALER SUPPLIED REFLECTIVE STRIPING

The reflective striping shall be supplied and installed by the Dealer.

DEALER SUPPLIED LETTERING

The apparatus lettering shall be provided and installed by the Dealership before final delivery of the completed apparatus.

LICENSE PLATE MOUNTING

A Cast Products, model LP0004-1-B, cast aluminum fully enclosed license plate bracket shall be installed. The bracket shall incorporate a clear LED light (WL0501) to illuminate the license plate and meet DOT requirements.

The above specified license plate bracket shall be installed at the back of the apparatus on the right side. The bracket shall be mounted to meet all applicable DOT standards.

WHEEL CHOCKS

One (1) set of NFPA compliant Ziamatic folding wheel chocks model # SAC-44-E shall be supplied with the apparatus.

One (1) set of Ziamatic folding wheel chock underbody horizontal mounts, model # SQCH-44-H, shall be installed on the apparatus under the body in front of the rear wheels on the left side.

GROUND LADDERS

The following ground ladders shall be provided:

One (1) Little Giant Defender model 17 aluminum ladder with patented triple-locking hinges and a 300 pound capacity.

DEALER SUPPLIED AND/OR INSTALLED EQUIPMENT

The following will be supplied and/or installed by Metro Fire Apparatus Specialists, Inc.:

1	EA	AKR-ELSS-XLAC-HK2-LKI	SCENE STAR LED LIGHT KIT
2	EA	BEA-HLN9073	HANG UP CLIP FOR MIC
1	EA	BEC-AX240	2.5 GALLON WATER EXTINGUISHER
1	EA	BEC-AX331	15# CO2 EXTINGUISHER

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1	EA	BEC-AX411	20# ABC EXTINGUISHER
1	EA	BRC-BRO-60V-9CS	9" BATTERY SAW SET, 60V
1	EA	BUL-QXTBUNDLE-RED	BULLARD QXT IMAGER
1	EA	COR-03-501-05	30" TRAFFIC CONE PACK & POP
1	EA	CTL-180PP	60" PINCH POINT CROWBAR
4	EA	CUP-JUMBO HOLDER - 1	TWO TIERED DUAL JUMBO
2	EA	DNS-NETTING	EMS NETTING, STRAPPING DESIGN
1	EA	ELK-S-454	ADJUSTABLE HYDRANT WRENCH
2	EA	ELK-T-464	UNIVERSAL SPANNER WRENCH
1	EA	FHU-BC-36	36" BOLT CUTTERS
1	EA	FHU-DDKEY	DOUBLE DROP KEY
1	EA	FHU-EKS-12	ELEVATOR KEY SET
1	EA	FHU-FA-6	6LB. FLATHEAD AXE
1	EA	FHU-FAP-6	6LB. PICKHEAD AXE
1	EA	FHU-K-TOOL	K-TOOL COMPLETE
1	EA	FHU-MPBK-16	MINI PRO BAR KIT 16"
1	EA	FHU-RH-6	NEW YORK ROOF HOOK 6'
1	EA	FHU-SRF-5-W/D	5" SHEETROCK HOOK
4	EA	FIR-RV-REGULAR	ULTRABRIGHT VEST, RED, FIRE
1	EA	GFG-G450-11465K	RECHARGABLE G450 4-GAS
4	EA	GOS-CVS10-12X14	SALVAGE COVER 10 OZ. RED VINYL
2	EA	GOS-HR-10-3X20	HALL RUNNER 10 OZ VINYL 3 X 20
1	EA	HAR-HHR-2	TWO MAN HOSE ROLLER
1	EA	JOT-425-6064	FACE PLATE ASTRO
10	EA	KEY-DP17-1000-BLU-50-ARN	COMBAT READY 1.75" X 50'
14	EA	KEY-DP30-800-BLU-50-ARN	BIG-10 - 3" X 50'
10	EA	KEY-RC50-450-YLW-100-STZ	PRO FLOW LDH 5" STZ X 100'
1	EA	KOC-35R151-H52	FF RL SW NH 1.5" X 1"
1	EA	KOC-35R151-H52	FF RL SW NH 1.5 X 1
1	EA	KOC-35R1515-H52	DOUBLE FM 1.5" X 1.5" ADAPTER
1	EA	KOC-35R1515-H52	FF RL SW NH 1.5" X 1.5"
1	EA	KOC-35R2525-H52	FF RL SW NH 2.5 X 2.5
1	EA	KOC-36R1515-H52	DOUBLE MALE 1.5" ADAPTER

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1	EA	KOC-36R2525-H52	MM NH RL 2.5 X 2.5
1	EA	KOC-37R151-H52	F NH RL 1.5" X M NH 1"
2	EA	KOC-37R2515-H52	F NH RL 2.5 X M NH 1.5
1	EA	KOC-40H15FGG-H52	1.5 F X 2 GHT M HAZMAT ADPTR
1	EA	KOC-BW-01-P18	BOOSTER HOSE SPANNER WRENCH,
3	EA	KOC-KS34-P18	UNIVERSAL SPANNER WRNCH W/ SET
2	EA	KOC-S54L545-H52	5 STORZ X F RL SW NH 4.5 LH
1	EA	KOC-S54R525-H52	5 STORZ X F RL SW NH 2.5
1	EA	LEA-PLY-6AH-B	AMERICAN HOOK, OAL 6', HIVIZ
1	EA	LON-THE PIG	THE PIG W/ 32" FIBERGLASS
3	EA	MET-HYDRANT/SPANNER SET	ONE ADJUSTABLE HYDRANT WRENCH
1	EA	MET-MISC-EQUIPMENT	DEWALT 20-Volt MAX LITHIUM ION
1	EA	MET-MISC-EQUIPMENT	DEWALT 1/4 in. x 3/8 in
2	EA	MET-MISC-EQUIPMENT	DEWALT FLEXVOLT 6AH BATTERY
1	EA	MET-MISC-EQUIPMENT	DEWALT 20V 1/2" IMPACT WRENCH
1	EA	MET-MISC-EQUIPMENT	DEWALT 16" FLEXVOLT CHAINSAW
1	EA	MET-MISC-EQUIPMENT	RADIOS, MDT, ETC
1	EA	MET-MISC-EQUIPMENT	FD CONTINGENCY FOR MAKE READY
1	EA	MET-MISC-EQUIPMENT	RESCUE TOOLS
2	EA	MET-MR-ANTENNA	PANORAMA ANTENNA ASSEMBLY
2	EA	MET-MR-CABINET SEAT RISER*	CUSTOM COMPARTMENT BUILT
1	EA	MET-MR-CONSOLE LARGE	ENGINE CONSOLE FOR CHASSIS
1	EA	MET-MR-CONSOLE SMALL	CUSTOM ENGINE TUNNEL CONSOLE
2	EA	MET-MR-CROSSLAY FLAP	D&S RED VINYL CROSSLAY FLAP TO
1	EA	MET-MR-FLASHLIGHTS	INSTALL FLASHLIGHTS IN CAB
1	EA	MET-MR-HOSE BED FLAP	D&S VINYL HOSEBED FLAP
1	EA	MET-MR-HOSE WELL STRAPS	D&S HOSE WELL STRAPS
1	EA	MET-MR-HURRICANE WIRELESS	TFT WIRELESS MONITOR PACKAGE
1	EA	MET-MR-INTERCOM INSTALL	INSTALLATION OF INTERCOM
1	EA	MET-MR-LDH HOSE RESTRAINT	SOFT SUCTION HOSE RESTRAINT
1	EA	MET-MR-MDT SLIDE	SLIDE OUT ASSEMBLY FOR MDT
1	EA	MET-MR-RADIO INSTALL	INSTALL CUSTOMER SUPPLIED
1	EA	MET-MR-RESCUE TOOL MOUNT	INSTALL CUSTOMER SUPPLIED

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

1	EA	MET-MR-SAW MOUNT	MOUNT FOR (2) SAWS.
1	EA	MET-MR-SHELF FULL DEPTH	3/16" ALUMINUM SHELF, FULL
2	EA	MET-MR-SMART STORAGE FOAM	INSTALL FOAM INTO SMART
1	EA	MET-SMALL TOOL BOX	LISTA 28 1/4"W 22 1/2"D
2	EA	NUP-10025	DEAD BLOW HAMMER (10025)
1	EA	NUP-36210	10' YPD PIKE POLE (36210)
1	EA	NUP-68041	BROOM HEAD, 24" WIDE
1	EA	NUP-69701	18" BOLT CUTTER (69701)
1	EA	NUP-72155	ERGO POWER ALUMNIMUM SCOOP
1	EA	NUP-HI24GFC	54" FIBERGLASS BROOM HANDLE
2	EA	ONS-70015	27" LED LIGHT W/ 3' LEAD WIRE
3	EA	ONS-92510	TALON HELMET MOUNT
1	EA	PAC-1001	HOOKLOK / MOUNT
15	EA	PAC-1004-PT	HANDLELOK STRAP MOUNT
1	EA	PAR-22-000680	30" SINGLE PIECE FORGING
1	EA	PAR-22-888140G2	KPI-12 12 TON KEVLAR BAG
2	EA	PAR-22-888160G2	KPI-22 KEVLAR LIFT BAG
4	EA	PAR-22-890490-150	INLINE RELIEF VALVE FOR G2
1	EA	PAR-22-890513	16FT BLACK HOSE
1	EA	PAR-22-890514	16FT BLUE HOSE
1	EA	PAR-22-890515	16FT YELLOW HOSE
1	EA	PAR-22-890516	16FT RED HOSE
1	EA	PAR-22-890517	16FT GREEN HOSE
1	EA	PAR-22-890900G3-150	DUAL DEADMAN ALB CONTROLLER G3
1	EA	PAR-22-895401G3	MAXIFORCE PRESET REGULATOR G3
1	EA	RAM-XHMEG	FUSE HOLDER FOR AMG FUSES
1	EA	RES-20845500346	LARGE SWIFT WATER BAG 30 X 16"
1	EA	SCT-7012471454	TOOL ADAPTER
10	EA	SCT-7012471758	45 MINUTE, CARBON CYLINDER
5	EA	SCT-7012472111	AV3000 HT, KEVLAR HEAD HARNESS
5	EA	SCT-7100258853	LEGACY PN X8815025305304
1	EA	SEN-SH1	SINGLE STORZ MOUNT
1	EA	SNT-STENCIL	STENCIL ALL SECTIONS

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

1	EA	SPC-FB1201C	EAGLE
1	EA	SPC-RMP4906AC	2.5" NST CHROME SCREW PLATE
1	EA	STE-32935	BIG EASY STORAGE POUCH
1	EA	STE-32955	BIG EASY "GLO" LOCKOUT KIT
1	EA	SVI-SV789-16	BATTERY SAW KIT,
1	EA	SVI-V18-BD-12-AC-SP	18" BATTERY PPV INCLUDES
1	EA	TEL-EU-2200ITA	HONDA GENERATOR, 2200W, 3.5HP
2	EA	TEL-SPRINKLER STOP	SPRINKLER STOP
1	EA	TER-880066	FUSE BLOCK
1	EA	TES-47999	806-866 PHANTOM ANTENNA
2	EA	TFT-A01ST	BLIND CAP 5" STORZ W/ LANYARD
2	EA	TFT-AV5NJ-NJ	2.5" QUARTER TURN HYDRANT
2	EA	TFT-AX1ST-NX	JUMBO BALL INTAKE VALVE
2	EA	TFT-AYNJ-NF	GATED WYE 2.5NH X 1.5NH
3	EA	TFT-FSS12	STRAIGHT TIP 15/16 X 1.5NH
1	EA	TFT-GDD3G1S	1" F NH G-FORCE NOZZLE
3	EA	TFT-GF3D1F	1.5" NH FEMALE 75 PSI SELECT
1	EA	TFT-JTS250PS	THUNDERFOG W/GRIP 2.5
1	EA	TFT-PA2	TRANSFORMER PIERCING NOZZLE
3	EA	TFT-SVFV	VORTEX W/DETENT SHUTOFF VALVE
1	EA	TFT-UM12	PRO/PAK 1.0
1	EA	TFT-XXC-52-NH1	BLITZFIRE COMBINATION PKG
48	EA	TPC-1212	TURTLE TILE 12" X 12" BLACK
2	EA	TPC-AM	MALE RAMP EDGE
1	EA	TPC-QR-2	QUICK RESPONSE KIT
8	QT	VPR-6235	FUEL MIX 50:1 RATIO, QUART
1	EA	WEH-GMM-2	GLAS-MASTER COMPLETE
1	EA	WES-1016B	BLUESEA 12V USB POWER OUTLET
1	EA	WES-298040	40AMP MEGAFUSE
1	EA	WWG-6AV78	1 GALLON SAFETY GAS CAN
16	EA	ZIA-CPFL000003	QUIC-STRAP 2" FOOTMAN LOOP
18	EA	ZIA-CPFL000003	QUIC-STRAP 2" FOOTMAN LOOP
1	EA	ZIA-KD-UH-5-SF	SCBA WALKAWAY BRACKET

WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

3	EA	ZIA-UMFS-0511	5" UTILITY STRAP
6	EA	ZIA-UMFS-0511	5" UTILITY STRAP
2	EA	ZIA-UMFS-0711	7" UTILITY STRAP
3	EA	ZIA-UMFS-0711	7" UTILITY STRAP
2	EA	ZIA-UMFS-0911	9" UTILITY STRAP
1	EA	ZIA-UMFS-0911	9" UTILITY STRAP
1	EA	ZIA-UMFS-2311	23" UTILITY STRAP
2	EA	ZIA-UMVS-0565-11	VARIABLE STRAP
1	EA	ZIA-UMVS-0565-11	VARIABLE STRAP
2	EA	ZIA-UMVS-1116-11	VARIABLE STRAP
5	EA	ZIA-UMVS-1116-11	VARIABLE STRAP
3	EA	ZIA-UMVS-1625-11	VARIABLE STRAP
2	EA	ZIA-UMVS-1625-11	VARIABLE STRAP
1	EA	ZIA-UMVS-2544-11	VARIABLE STRAP
1	EA	ZIA-UMVS-2544-11	VARIABLE STRAP



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

Thursday, June 08, 2023

Weslaco Fire Department
Fire Chief Antonio Lopez
255 South Kansas
Weslaco, TX 78596

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan Pumper on a Gladiator Chassis and equipment as specified:

Pumper Price \$1,249,240.00
Equipment/Make Ready Price \$333,579
HGAC Fee \$2000.00

TOTAL \$1,582,819.00

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals of the Weslaco Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 450 calendar days **after receipt of a signed change pre-construction change order**. The completed apparatus will be delivered to you at:

Weslaco Fire Department
Weslaco, Texas 78596

Unless accepted within 30 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw or adjust this proposal.

By _____
Brian Russell – Apparatus Manager

TERMS:

Payment due upon delivery and acceptance of completed apparatus.

The Apparatus Specialists



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL OPTIONS

Option #1

Pre-Pay the entire purchase of apparatus and equipment:

Save **(\$86,480)**

Total Pre-Payment Amount **\$1,496,339**

If a performance or cash payment bond is desired it would come at an additional cost of **\$6,360**
(this is based on the purchase price of \$1,496,339)

Option #2

Pre-Pay 50% of the purchase of the apparatus and equipment:

Save **(\$43,240)**

Total Pre-Payment Amount **\$769,790**

Remaining Payment Amount Upon Delivery & Acceptance in Weslaco of completed Unit **\$769,789**

If a performance or cash payment bond is desired it would come at an additional cost of **\$3,272**
(this is based on the pre-payment of \$769,790)



REVGROUP

EMERGENCY RESPONSE

CHASSIS: SPARTAN GLADIATOR MFD 10RR

ENGINE: CUMMINS X12 500HP

TRANSMISSION: ALLISON 4000 EVS

AXLES: 22,800# FRONT / 40,000# REAR

MODEL: STAR PUMPER

WATER/FOAM: 1400 / 30 GALLONS

PUMP: WATEROUS CSU 2250GPM
DE-RATED TO 2000GPM

FOAM SYSTEM: -

GENERATOR: -

DOOR FRAMED OPENINGS

COMPARTMENT	DOOR FRAMED OPENING
L1	29.0-W x 70.0-H
L2	47.0-W x 70.0-H
L3	56.75-W x 40.5-H
L4	56.75-W x 40.5-H
L5	54.0-W x 70.0-H
R1	29.0-W x 70.0-H
R2	47.0-W x 70.0-H
R3	56.75-W x 40.5-H
R4	56.75-W x 40.5-H
R5	54.0-W x 70.0-H
BI	38.0-W x 30.5-H

SPECIAL NOTES:

THE PUMP PANEL LAYOUT IS REFERENCE ONLY.
THE LOCATION OF COMPONENTS WILL CHANGE AS
REQUIRED FOR DESIGN AND CUSTOMER INPUT POST
THE PRE-CONSTRUCTION MEETING.

CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE
APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE
WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL
PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT
THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN
YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE
BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING
TO ASSURE THAT YOUR NEEDS ARE MET.

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE
PROPERTY OF SPARTAN EMERGENCY RESPONSE. ANY
REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE
WRITTEN PERMISSION OF SPARTAN EMERGENCY RESPONSE IS
PROHIBITED. SPARTAN FIRE, LLC. D/B/A SPARTAN EMERGENCY
RESPONSE.

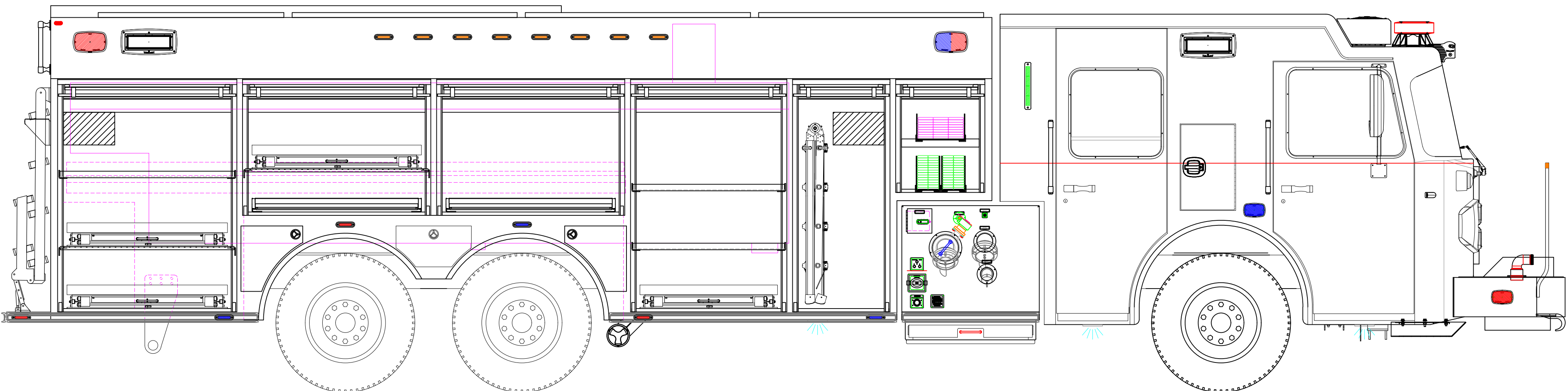
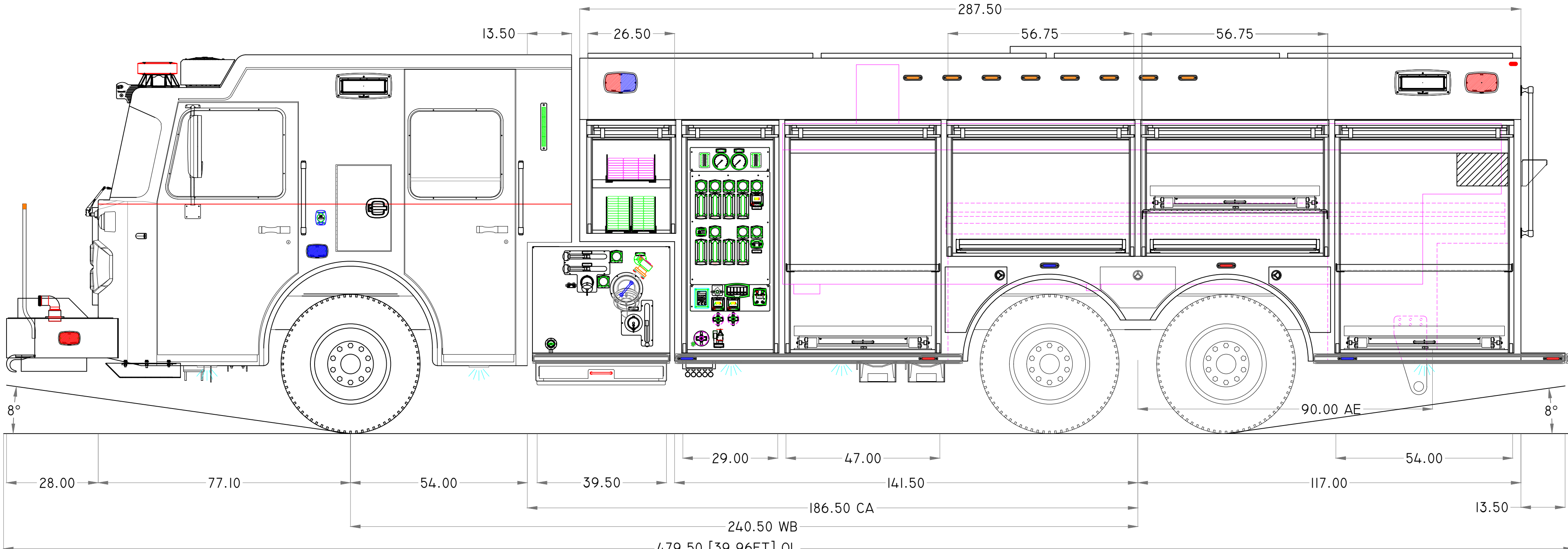
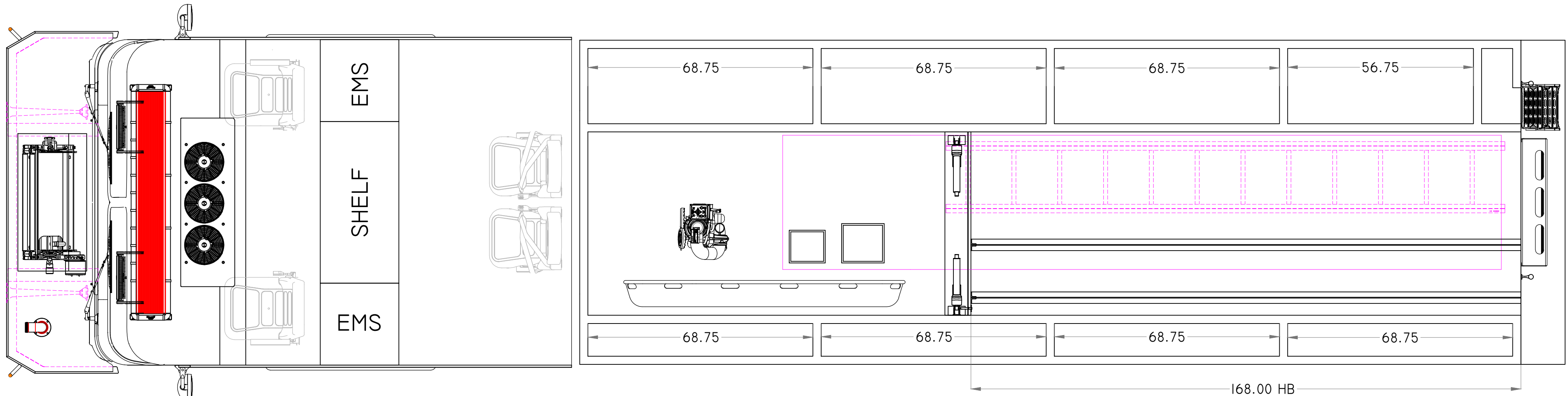
0	06/21/23	INITIAL PROPOSAL	B.H.
REV	DATE	DESCRIPTION	NAME

SCALE: NOT TO SCALE

CUSTOMER:

WESLACO FIRE DEPARTMENT

TRUCK NUMBER:	DEALER:
000000	METRO FIRE APPARATUS





Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6932	
From: Albert Aldana			
Subject: Discussion and consideration of approval of Castle Enterprises, LLC pay application #8 in the amount of \$95,528.66 and final payment application in the amount of \$74,058.05 for the New Fire and Police Stations Off-Site Improvements project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: See memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 10-04-23_Final Payment for Castle Const, 2023.10.3 Weslaco releases_2, Payment Application Packet Retainage - Weslaco Fire & Police Department_Approved, Payment Application Packet No. 8 - Weslaco Fire & Police Department_Approved			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

October 4, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

FROM: Albert J. Aldana, P.E.
City Engineer

**RE: RECOMMENDED FINAL PAYMENT & RETAINAGE RELEASE
FOR CASTLE CONSTRUCTION
NEW FIRE AND POLICE STATIONS OFF-SITE IMPROVEMENTS**

This item seeks your approval of the final payment and release of retainage to Castle Enterprises, LLC for the construction of Off-Site Improvements for the New Fire and Police Stations Project.

Castle Enterprises has successfully performed and completed all work required under the construction contract. Staff has reviewed and approved payment application #8 in the amount of \$95,528.66 and final payment application in the amount of \$74,058.70 for a total payment due to contractor in the amount of \$169,587.36.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

Attachment: Final Payment Application
Retainage Payment Application
Lien Release

RELEASE, ASSIGNMENT, AND AFFIDAVIT OF PAYMENT

PRINCIPAL: CASTLE ENTERPRISES, LLC
SURETY: FRANKENMUTH MUTUAL INSURANCE COMPANY
CLAIMANT: 3E LOGISTICS OF TX, LLC
OBLIGEE: CITY OF WESLACO
PROJECT: WESLACO FIRE AND POLICE DEPARTMENTS OFF-SITE IMPROVEMENTS

Upon receipt of payment in the amount of **ELEVEN THOUSAND SIX HUNDRED FORTY TWO DOLLARS AND 02/100 (\$11,642.02)**, the above-named Claimant does, on behalf of itself and its successors, past and present affiliates, parents, subsidiaries, divisions and/or assigns, hereby release, waive, and discharge Surety, Principal and Oblige, and their respective officers, directors, employees, agents, successors and assigns from any and all causes of action, suits, debts, accounts, damages, lien claims, encumbrances, judgments, claims and demands whatsoever, in law or equity, including any and all claims under Payment Bond No. **SUR0005583** which Claimant had, now has, or ever will have against Principal, Surety and/or Oblige for labor, services, materials and/or equipment furnished in the prosecution of work relating to the construction of the above-named project ("Project"). This release relates to Claimant's invoice 1880.

In further consideration of the aforesaid payment, Claimant hereby irrevocably assigns, transfers and sets over to Surety, its successors and assigns, all of its rights, title and interest in and to its claim against Principal for all labor, materials, equipment and/or work furnished in connection with the above-referenced project; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Claimant warrants, represents, and hereby certifies that all laborers and subcontractors employed by Claimant, and all suppliers or materialmen from which Claimant has acquired materials incorporated into the Project have been paid in full, all amounts having been fully paid, and that other terms of the relevant subcontracts, material supply contracts or purchase orders have been fully complied with by Claimant. Claimant further warrants that all applicable taxes, fees, wages and benefits relating directly or indirectly to Claimant work have been paid in full for all work and labor.

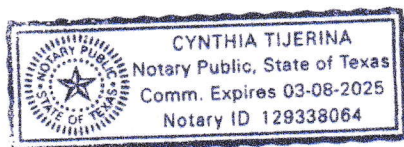
Claimant further agrees that all guarantees and warranties required under the terms of the aforesaid contract or otherwise pertaining to the work, labor and materials furnished by Claimant shall remain in full force and effect in accordance with their terms. Claimant further warrants, represents, and hereby certifies that Claimant has not sold, assigned, transferred, pledged, encumbered, or disposed of any liabilities, claims, demands, charges, or causes of action that may be affected by the terms of this Release, Assignment, and Affidavit of Payment.

IN WITNESS WHEREOF, this Release, Assignment, and Affidavit of Payment has been executed on this 24th day of July, 2023

3E LOGISTICS OF TX, LLC

By: Eli Gonzalez
Print: Eli Gonzalez
Title: Owner

Sworn to and subscribed before me the 24th day of July, 2023



Cynthia Tijerina
Notary Public, State of Texas
County of Hidalgo
My Commission expires: 03-08-2025

FINAL RELEASE, ASSIGNMENT, AND AFFIDAVIT OF PAYMENT

PRINCIPAL: CASTLE ENTERPRISES, LLC
SURETY: FRANKENMUTH MUTUAL INSURANCE COMPANY
CLAIMANT: ACT PIPE & SUPPLY, INC.
OBLIGEE: CITY OF WESLACO
PROJECT: WESLACO FIRE AND POLICE DEPARTMENTS OFF-SITE IMPROVEMENTS

Upon receipt of payment in the amount of **THIRTY THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS AND 61/100 (\$30,287.61)**, the above-named Claimant does, on behalf of itself and its successors, past and present affiliates, parents, subsidiaries, divisions and/or assigns, hereby fully and forever release, waive, and discharge Surety, Principal and Obligee, and their respective officers, directors, employees, agents, successors and assigns from any and all causes of action, suits, debts, accounts, damages, lien claims, encumbrances, judgments, claims and demands whatsoever, in law or equity, including any and all claims under Payment Bond No. **SUR0005583** which Claimant had, now has, or ever will have against Principal, Surety and/or Obligee for labor, services, materials and/or equipment furnished in the prosecution of work relating to the construction of the above-named project ("Project").

In further consideration of the aforesaid payment, Claimant hereby irrevocably assigns, transfers and sets over to Surety, its successors and assigns, all of its rights, title and interest in and to its claim against Principal for all labor, materials, equipment and/or work furnished in connection with the above-referenced project; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Claimant warrants, represents, and hereby certifies that all laborers and subcontractors employed by Claimant, and all suppliers or materialmen from which Claimant has acquired materials incorporated into the Project have been paid in full, all amounts having been fully paid, and that other terms of the relevant subcontracts, material supply contracts or purchase orders have been fully complied with by Claimant. Claimant further warrants that all applicable taxes, fees, wages and benefits relating directly or indirectly to Claimant work have been paid in full for all work and labor.

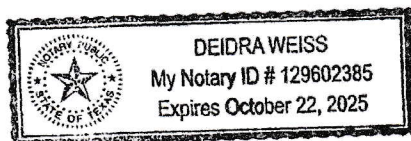
Claimant further agrees that all guarantees and warranties required under the terms of the aforesaid contract or otherwise pertaining to the work, labor and materials furnished by Claimant shall remain in full force and effect in accordance with their terms. Claimant further warrants, represents, and hereby certifies that Claimant has not sold, assigned, transferred, pledged, encumbered, or disposed of any liabilities, claims, demands, charges, or causes of action that may be affected by the terms of this Final Release, Assignment, and Affidavit of Payment.

IN WITNESS WHEREOF, this Final Release, Assignment, and Affidavit of Payment has been executed on this 26 day of July, 2023

ACT PIPE & SUPPLY, INC.

By: Rhonda Wilson
Print: Rhonda Wilson
Title: SC Credit Mgr

Sworn to and subscribed before me the 26 day of July, 2023



Rhonda Wilson
Notary Public, State of Texas
County of Harris
My Commission expires: 10/22/25

FINAL RELEASE, ASSIGNMENT, AND AFFIDAVIT OF PAYMENT

PRINCIPAL: CASTLE ENTERPRISES, LLC
SURETY: FRANKENMUTH MUTUAL INSURANCE COMPANY
CLAIMANT: ROYAL CONCRETE PRODUCTS, LLC
OBLIGEE: CITY OF WESLACO
PROJECT: WESLACO FIRE AND POLICE DEPARTMENTS OFF-SITE IMPROVEMENTS

Upon receipt of payment in the amount of **NINE THOUSAND FIVE HUNDRED FIVE DOLLARS AND 00/100 (\$9,505.00)**, the above-named Claimant does, on behalf of itself and its successors, past and present affiliates, parents, subsidiaries, divisions and/or assigns, hereby fully and forever release, waive, and discharge Surety, Principal and Obligor, and their respective officers, directors, employees, agents, successors and assigns from any and all causes of action, suits, debts, accounts, damages, lien claims, encumbrances, judgments, claims and demands whatsoever, in law or equity, including any and all claims under Payment Bond No. **SUR0005583** which Claimant had, now has, or ever will have against Principal, Surety and/or Obligor for labor, services, materials and/or equipment furnished in the prosecution of work relating to the construction of the above-named project ("Project").

In further consideration of the aforesaid payment, Claimant hereby irrevocably assigns, transfers and sets over to Surety, its successors and assigns, all of its rights, title and interest in and to its claim against Principal for all labor, materials, equipment and/or work furnished in connection with the above-referenced project; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Claimant warrants, represents, and hereby certifies that all laborers and subcontractors employed by Claimant, and all suppliers or materialmen from which Claimant has acquired materials incorporated into the Project have been paid in full, all amounts having been fully paid, and that other terms of the relevant subcontracts, material supply contracts or purchase orders have been fully complied with by Claimant. Claimant further warrants that all applicable taxes, fees, wages and benefits relating directly or indirectly to Claimant work have been paid in full for all work and labor.

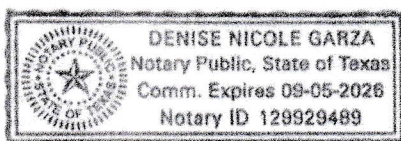
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IN WITNESS WHEREOF, this Final Release, Assignment, and Affidavit of Payment has been executed on this 19 day of January, 2023

ROYAL CONCRETE PRODUCTS, LLC

By: Alicia Cantu
Print: Alicia Cantu
Title: CEO

Sworn to and subscribed before me the 19 day of January, 2023



Denise Garza
Notary Public, State of Texas
County of Hidalgo
My Commission expires: 9/05/2026

FINAL RELEASE, ASSIGNMENT, AND AFFIDAVIT OF PAYMENT

PRINCIPAL: CASTLE ENTERPRISES, LLC
SURETY: FRANKENMUTH MUTUAL INSURANCE COMPANY
CLAIMANT: ROJAS HEAVY EQUIPMENT INC.
OBLIGEE: CITY OF WESLACO
PROJECT: WESLACO FIRE AND POLICE DEPARTMENTS OFF-SITE IMPROVEMENTS

Upon receipt of payment in the amount of **THIRTY THREE THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS AND 00/100 (\$33,796.00)**, the above-named Claimant does, on behalf of itself and its successors, past and present affiliates, parents, subsidiaries, divisions and/or assigns, hereby fully and forever release, waive, and discharge Surety, Principal and Obligee, and their respective officers, directors, employees, agents, successors and assigns from any and all causes of action, suits, debts, accounts, damages, lien claims, encumbrances, judgments, claims and demands whatsoever, in law or equity, including any and all claims under Payment Bond No. **SUR0005583** which Claimant had, now has, or ever will have against Principal, Surety and/or Obligee for labor, services, materials and/or equipment furnished in the prosecution of work relating to the construction of the above-named project ("Project").

In further consideration of the aforesaid payment, Claimant hereby irrevocably assigns, transfers and sets over to Surety, its successors and assigns, all of its rights, title and interest in and to its claim against Principal for all labor, materials, equipment and/or work furnished in connection with the above-referenced project; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Claimant warrants, represents, and hereby certifies that all laborers and subcontractors employed by Claimant, and all suppliers or materialmen from which Claimant has acquired materials incorporated into the Project have been paid in full, all amounts having been fully paid, and that other terms of the relevant subcontracts, material supply contracts or purchase orders have been fully complied with by Claimant. Claimant further warrants that all applicable taxes, fees, wages and benefits relating directly or indirectly to Claimant work have been paid in full for all work and labor.

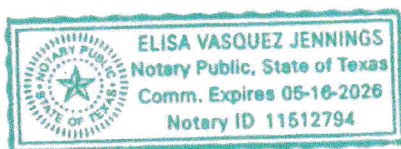
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IN WITNESS WHEREOF, this Final Release, Assignment, and Affidavit of Payment has been executed on this 10th day of April, 2023

ROJAS HEAVY EQUIPMENT INC.

By: [Signature]
Print: Jose E. Rojas
Title: Manager

Sworn to and subscribed before me the 10th day of April, 2023



[Signature]
Notary Public, State of Texas
County of Hidalgo
My Commission expires: May 16, 2026

RELEASE, ASSIGNMENT, AND AFFIDAVIT OF PAYMENT

PRINCIPAL: CASTLE ENTERPRISES, LLC
SUBCONTRACTOR: J & M CONSTRUCTION SITE
SURETY: FRANKENMUTH MUTUAL INSURANCE COMPANY
CLAIMANT: VALLEY ASPHALT, LLC
OBLIGEE: CITY OF WESLACO
PROJECT: WESLACO FIRE AND POLICE DEPARTMENTS OFF-SITE IMPROVEMENTS

Upon receipt of payment in the amount of **THIRTY ONE THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS AND 03/100 (\$31,628.03)**, the above-named Claimant does, on behalf of itself and its successors, past and present affiliates, parents, subsidiaries, divisions and/or assigns, hereby release, waive, and discharge Surety, Principal and Obligee, and their respective officers, directors, employees, agents, successors and assigns from any and all causes of action, suits, debts, accounts, damages, lien claims, encumbrances, judgments, claims and demands whatsoever, in law or equity, including any and all claims under Payment Bond No. **SUR0005583** which Claimant had, now has, or ever will have against Principal, Surety and/or Obligee for labor, services, materials and/or equipment furnished in the prosecution of work relating to the construction of the above-named project ("Project").

In further consideration of the aforesaid payment, Claimant hereby irrevocably assigns, transfers and sets over to Surety, its successors and assigns, all of its rights, title and interest in and to its claim against Principal for all labor, materials, equipment and/or work furnished in connection with the above-referenced project; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Claimant warrants, represents, and hereby certifies that all laborers and subcontractors employed by Claimant, and all suppliers or materialmen from which Claimant has acquired materials incorporated into the Project have been paid in full, all amounts having been fully paid, and that other terms of the relevant subcontracts, material supply contracts or purchase orders have been fully complied with by Claimant. Claimant further warrants that all applicable taxes, fees, wages and benefits relating directly or indirectly to Claimant work have been paid in full for all work and labor.

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IN WITNESS WHEREOF, this Release, Assignment, and Affidavit of Payment has been executed on this 22 day of September, 2023

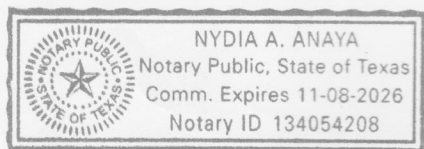
VALLEY ASPHALT, LLC

By: VALLEY ASPHALT, LLC

Print: GILMA GUEVARA

Title: GENERAL MANAGER

Sworn to and subscribed before me the 22 day of September, 2023



[Signature]
Notary Public, State of Texas
County of Hidalgo

RELEASE, ASSIGNMENT, AND AFFIDAVIT OF PAYMENT

PRINCIPAL:	CASTLE ENTERPRISES, LLC
SURETY:	FRANKENMUTH MUTUAL INSURANCE COMPANY
CLAIMANT:	J & M CONSTRUCTION SITE
OBLIGEE:	CITY OF WESLACO
PROJECT:	WESLACO FIRE AND POLICE DEPARTMENTS OFF-SITE IMPROVEMENTS

Upon receipt of payment in the amount of **ONE HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED DOLLARS AND 22/100 (\$154,900.22)** which will be disbursed as follows:

\$ 31,628.03 to Valley Asphalt, LLC
\$123,272.19 to J & M Construction Site

the above-named Claimant does, on behalf of itself and its successors, past and present affiliates, parents, subsidiaries, divisions and/or assigns, hereby release, waive, and discharge Surety, Principal and Obligee, and their respective officers, directors, employees, agents, successors and assigns from any and all causes of action, suits, debts, accounts, damages, lien claims, encumbrances, judgments, claims and demands whatsoever, in law or equity, including any and all claims under Payment Bond No. **SUR0005583** which Claimant had, now has, or ever will have against Principal, Surety and/or Obligee for labor, services, materials and/or equipment furnished in the prosecution of work relating to the construction of the above-named project ("Project"). This payment relates to J & M's revised invoice 61325.

In further consideration of the aforesaid payment, Claimant hereby irrevocably assigns, transfers and sets over to Surety, its successors and assigns, all of its rights, title and interest in and to its claim against Principal for all labor, materials, equipment and/or work furnished in connection with the above-referenced project; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Claimant warrants, represents, and hereby certifies that all laborers and subcontractors employed by Claimant, and all suppliers or materialmen from which Claimant has acquired materials incorporated into the Project have been paid in full, all amounts having been fully paid, and that other terms of the relevant subcontracts, material supply contracts or purchase orders have been fully complied with by Claimant. Claimant further warrants that all applicable taxes, fees, wages and benefits relating directly or indirectly to Claimant work have been paid in full for all work and labor.

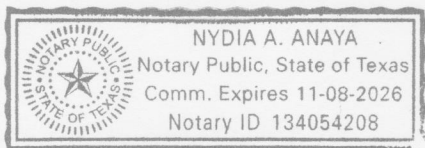
Claimant further agrees that all guarantees and warranties required under the terms of the aforesaid contract or otherwise pertaining to the work, labor and materials furnished by Claimant shall remain in full force and effect in accordance with their terms. Claimant further warrants, represents, and hereby certifies that Claimant has not sold, assigned, transferred, pledged, encumbered, or disposed of any liabilities, claims, demands, charges, or causes of action that may be affected by the terms of this Release, Assignment, and Affidavit of Payment.

IN WITNESS WHEREOF, this Release, Assignment, and Affidavit of Payment has been executed on this 21 day of September 2023

J & M CONSTRUCTION SITE

By: Maria Alicia Loera
Print: Maria Alicia Loera
Title: Owner

Sworn to and subscribed before me the 21st day of September, 2023



Nydia A. Ay
Notary Public, State of Texas
County of Hidalgo
My Commission expires: 11-8-26

CITY OF WESLACO - APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Weslaco
255 S Kansas Avenue
Weslaco, TX 78596

FROM Linda Castillo
CONTRACTOR: Castle Enterprises, LLC

PROJECT: Fire & Police Department
Stations Off-Site Improve.

ENGINEER: Albert Aldana, P.E.
ARCHITECT:

APPLICATION NO:
PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:

PAGE ONE OF PAGES
Final
9/11/2023 9/13/2023
Off-Site Improvements
Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐ FIELD
☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	736,497.45
2. Net change by Change Orders	\$	4,089.60
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	740,587.05
4. TOTAL COMPLETED & STORED TO DATE (Column G on continuation sheet)	\$	740,587.05
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on continuation sheet)	\$	0.00
b. % of Stored Material (Column F on continuation sheet)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of continuation sheet)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	740,587.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	666,528.35
8. CURRENT PAYMENT DUE	\$	74,058.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	37,628.83	0.00
Total approved this Month	(33,539.23)	
TOTALS	4,089.60	0.00
NET CHANGES by Change Order	4,089.60	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Castle Enterprises, LLC

State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 10th day of
Notary Public: Yvonne Gonzalez
My Commission expires January 25th, 2025
Comm. Expires 01-25-2025

09/13/2023

September 2023

ENGINEER'S/ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer/Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 74,058.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER/ARCHITECT:

By: Albert Aldana, P.E. Date: 10/04/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Approved For
Payment

10/4/23

CONTINUATION SHEET

PAGE OF PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Final
APPLICATION DATE: 09/11/2023
PERIOD TO: 09/13/2023
ARCHITECT'S PROJECT NO: C#2021-22-05

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	DEMOLITION								
	REMOVAL - CURB AND/OR GUTTER	\$5,865.30	\$ 5,865.30	\$ -	\$ -	\$ 5,865.30	100.00%	\$0.00	\$586.53
	REMOVAL - SANITARY SEWER MANHOLE	\$558.25	\$ 558.25	\$ -	\$ -	\$ 558.25	100.00%	\$0.00	\$55.83
	REMOVAL - SANITARY SEWER LINE	\$669.80	\$ 669.80	\$ -	\$ -	\$ 669.80	100.00%	\$0.00	\$66.98
	PAVING IMPROVEMENTS								
	2.5" HMAC	\$85,622.35	\$ 85,622.35	\$ -	\$ -	\$ 85,622.35	100.00%	\$0.00	\$8,562.24
	1.5" HMAC	\$100,939.67	\$ 100,939.67	\$ -	\$ -	\$ 100,939.67	100.00%	\$0.00	\$10,093.97
	PLANE OR MILL PAVEMENT (1.5")	\$32,566.35	\$ 32,566.35	\$ -	\$ -	\$ 32,566.35	100.00%	\$0.00	\$3,256.64
	10" FLEX BASE	\$78,346.88	\$ 78,346.88	\$ -	\$ -	\$ 78,346.88	100.00%	\$0.00	\$7,834.69
	8" LIME TREATED SUBGRADE - 4%	\$52,639.31	\$ 52,639.31	\$ -	\$ -	\$ 52,639.31	100.00%	\$0.00	\$5,263.93
	CONCRETE CURB & GUTTER	\$45,900.14	\$ 45,900.14	\$ -	\$ -	\$ 45,900.14	100.00%	\$0.00	\$4,590.01
	STREET - CONCRETE DRIVEWAY APRON/PAVEMENT	\$9,896.25	\$ 9,896.25	\$ -	\$ -	\$ 9,896.25	100.00%	\$0.00	\$989.63
	5' CONCRETE SIDEWALK (4" THICK)	\$29,597.12	\$ 29,597.12	\$ -	\$ -	\$ 29,597.12	100.00%	\$0.00	\$2,959.71
	ADA RAMP	\$3,045.00	\$ 3,045.00	\$ -	\$ -	\$ 3,045.00	100.00%	\$0.00	\$304.50
	DRAINAGE IMPROVEMENTS								
	CONNECTION TO EXISTING STORM MANHOLE	\$1,087.50	\$ 1,087.50	\$ -	\$ -	\$ 1,087.50	100.00%	\$0.00	\$108.75
	48" MANHOLE	\$4,132.50	\$ 4,132.50	\$ -	\$ -	\$ 4,132.50	100.00%	\$0.00	\$413.25
	TY A INLET	\$25,882.50	\$ 25,882.50	\$ -	\$ -	\$ 25,882.50	100.00%	\$0.00	\$2,588.25
	18" RCP	\$28,047.04	\$ 28,047.04	\$ -	\$ -	\$ 28,047.04	100.00%	\$0.00	\$2,804.70
	24" RCP	\$35,379.71	\$ 35,379.71	\$ -	\$ -	\$ 35,379.71	100.00%	\$0.00	\$3,537.97
	WATER IMPROVEMENTS								
	8" WATERLINE	\$41,785.44	\$ 41,785.44	\$ -	\$ -	\$ 41,785.44	100.00%	\$0.00	\$4,178.54
	16" STEEL CASING	\$12,375.65	\$ 12,375.65	\$ -	\$ -	\$ 12,375.65	100.00%	\$0.00	\$1,237.57
	16"x8" TAPPING SLEEVE	\$7,008.40	\$ 7,008.40	\$ -	\$ -	\$ 7,008.40	100.00%	\$0.00	\$700.84
	8" 45 DEGREE	\$4,103.64	\$ 4,103.64	\$ -	\$ -	\$ 4,103.64	100.00%	\$0.00	\$410.36
	8" 90 DEGREE	\$829.49	\$ 829.49	\$ -	\$ -	\$ 829.49	100.00%	\$0.00	\$82.95
	8" 11.25 DEGREE	\$767.88	\$ 767.88	\$ -	\$ -	\$ 767.88	100.00%	\$0.00	\$76.79
	8" GATE VALVE AND COLLAR	\$6,534.06	\$ 6,534.06	\$ -	\$ -	\$ 6,534.06	100.00%	\$0.00	\$653.41
	FIRE HYDRANT W/GATE VALVE	\$6,422.47	\$ 6,422.47	\$ -	\$ -	\$ 6,422.47	100.00%	\$0.00	\$642.25
	CUT AND RESTORE PAVEMENT	\$744.92	\$ 744.92	\$ -	\$ -	\$ 744.92	100.00%	\$0.00	\$74.49

	SEWER IMPROVEMENTS								
	SEWER SERVICE CONNECTIONS	\$5,616.03	\$	5,616.03	\$	-	\$	-	
	8" PVC SDR26	\$20,163.55	\$	20,163.55	\$	-	\$	-	\$ 5,616.03 100.00% \$0.00 \$561.60
	48" FIBERGLASS MANHOLE	\$19,449.16	\$	19,449.16	\$	-	\$	-	\$ 20,163.55 100.00% \$0.00 \$2,016.36
	CUT AND RESTORE PAVEMENT	\$2,573.36	\$	2,573.36	\$	-	\$	-	\$ 19,449.16 100.00% \$0.00 \$1,944.92
	CONNECT TO EXISTING SANITARY SEWER	\$1,305.00	\$	1,305.00	\$	-	\$	-	\$ 2,573.36 100.00% \$0.00 \$257.34
	MISCELLANEOUS								\$ 1,305.00 100.00% \$0.00 \$130.50
	TRAFFIC CONTROL PLAN AND DEVICES	\$6,380.00	\$	6,380.00	\$	-	\$	-	
	TEMPORARY EROSION	\$8,598.50	\$	8,598.50	\$	-	\$	-	\$ 6,380.00 100.00% \$0.00 \$638.00
	MOBILIZATION	\$14,500.00	\$	14,500.00	\$	-	\$	-	\$ 8,598.50 100.00% \$0.00 \$859.85
	CONSTRUCTION STAKING	\$3,625.00	\$	3,625.00	\$	-	\$	-	\$ 14,500.00 100.00% \$0.00 \$1,450.00
	CHANGE ORDERS								\$ 3,625.00 100.00% \$0.00 \$362.50
	4" CONDUIT SCH 40	\$13,654.44	\$	13,654.44	\$	-	\$	-	
	4" LONG RADIUS W/CONCRETE BOX	\$570.14	\$	570.14	\$	-	\$	-	\$ 13,654.44 100.00% \$0.00 \$1,365.44
	6" PVC FH ADJUSTMENT	\$10,701.00	\$	10,701.00	\$	-	\$	-	\$ 570.14 100.00% \$0.00 \$57.01
	BRIDGE WATERLINE ADJUSTMENT	\$4,669.00	\$	4,669.00	\$	-	\$	-	\$ 10,701.00 100.00% \$0.00 \$1,070.10
	CONFLICT MANHOLE FOR SANITARY SEWER	\$6,090.00	\$	6,090.00	\$	-	\$	-	\$ 4,669.00 100.00% \$0.00 \$466.90
	16X8 TAPPING SLEEVE	\$1,944.25	\$	1,944.25	\$	-	\$	-	\$ 6,090.00 100.00% \$0.00 \$609.00
									\$ 1,944.25 100.00% \$0.00 \$194.43
	GRAND TOTALS	\$740,587.05		\$740,587.05		\$0.00		\$0.00	\$740,587.05 100% \$0.00 \$74,058.71

CITY OF WESLACO - APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Weslaco 255 S Kansas Avenue Weslaco, TX 78596 FROM Linda Castillo CONTRACTOR: Castle Enterprises, LLC	PROJECT: Fire & Police Department Stations Off-Site Improve.	APPLICATION NO: 8 PERIOD TO: 8/1/2023 CONTRACT FOR: Off-Site Improvements CONTRACT DATE: 9/10/2023	PAGE ONE OF _____ PAGES Distribution to: <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>☐</td><td>OWNER</td></tr> <tr><td>☐</td><td>ARCHITECT</td></tr> <tr><td>☒</td><td>CONTRACTOR</td></tr> <tr><td>☐</td><td>FIELD</td></tr> <tr><td>☐</td><td>OTHER</td></tr> </table>	☐	OWNER	☐	ARCHITECT	☒	CONTRACTOR	☐	FIELD	☐	OTHER
☐	OWNER												
☐	ARCHITECT												
☒	CONTRACTOR												
☐	FIELD												
☐	OTHER												

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	736,497.45
2. Net change by Change Orders	\$	37,628.83
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	774,126.28
4. TOTAL COMPLETED & STORED TO DATE (Column G on continuation sheet)	\$	740,587.05
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on continuation sheet)	\$	74,058.71
b. % of Stored Material (Column F on continuation sheet)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of continuation sheet)	\$	74,058.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	666,528.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	570,999.69
8. CURRENT PAYMENT DUE	\$	95,528.66
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	107,597.94

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	29,594.58	0.00
Total approved this Month	8,034.25	
TOTALS	37,628.83	0.00
NET CHANGES by Change Order	37,628.83	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Castle Enterprises, LLC Linda Castillo Date: 09/12/2023

State of: **TEXAS** County of: **HIDALGO**
 Subscribed and sworn to before me this 12th day of September 2023
 Notary Public: Yvonne Gonzalez
 My Commission expires: January 25th 2025
Yvonne Gonzalez
 Notary Public, State of Texas

ENGINEER/ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer/Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 95,528.66

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER/ARCHITECT:
 By: Albert Aldana, P.E. Date: 10/4/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Approved For
Payment**

10/04/23

CONTINUATION SHEET

PAGE OF PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 08/01/2023

PERIOD TO: 09/10/2023

ARCHITECT'S PROJECT NO: C#2021-22-05

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	DEMOLITION								
	REMOVAL - CURB AND/OR GUTTER	\$5,865.30	\$ 5,865.30	\$ -	\$ -	\$ 5,865.30	100.00%	\$0.00	\$586.53
	REMOVAL - SANITARY SEWER MANHOLE	\$558.25	\$ 558.25	\$ -	\$ -	\$ 558.25	100.00%	\$0.00	\$55.83
	REMOVAL - SANITARY SEWER LINE	\$669.80	\$ 669.80	\$ -	\$ -	\$ 669.80	100.00%	\$0.00	\$66.98
	PAVING IMPROVEMENTS								
	2.5" HMAC	\$85,622.35	\$ 85,622.35	\$ -	\$ -	\$ 85,622.35	100.00%	\$0.00	\$8,562.24
	1.5" HMAC	\$100,939.67	\$ 23,861.12	\$ 77,078.55	\$ -	\$ 100,939.67	100.00%	\$0.00	\$10,093.97
	PLANE OR MILL PAVEMENT (1.5")	\$32,566.35	\$ 17,790.60	\$ 14,775.75	\$ -	\$ 32,566.35	100.00%	\$0.00	\$3,256.64
	10" FLEX BASE	\$78,346.88	\$ 78,346.88	\$ -	\$ -	\$ 78,346.88	100.00%	\$0.00	\$7,834.69
	8" LIME TREATED SUBGRADE - 4%	\$52,639.31	\$ 52,639.31	\$ -	\$ -	\$ 52,639.31	100.00%	\$0.00	\$5,263.93
	CONCRETE CURB & GUTTER	\$45,900.14	\$ 38,196.62	\$ 7,703.52	\$ -	\$ 45,900.14	100.00%	\$0.00	\$4,590.01
	STREET - CONCRETE DRIVEWAY APRON/PAVEMENT	\$9,896.25	\$ 9,896.25	\$ -	\$ -	\$ 9,896.25	100.00%	\$0.00	\$989.63
	5' CONCRETE SIDEWALK (4" THICK)	\$29,597.12	\$ 29,597.12	\$ -	\$ -	\$ 29,597.12	100.00%	\$0.00	\$2,959.71
	ADA RAMP	\$3,045.00	\$ 3,045.00	\$ -	\$ -	\$ 3,045.00	100.00%	\$0.00	\$304.50
	DRAINAGE IMPROVEMENTS								
	CONNECTION TO EXISTING STORM MANHOLE	\$1,087.50	\$ 1,087.50	\$ -	\$ -	\$ 1,087.50	100.00%	\$0.00	\$108.75
	48" MANHOLE	\$4,132.50	\$ 4,132.50	\$ -	\$ -	\$ 4,132.50	100.00%	\$0.00	\$413.25
	TY A INLET	\$25,882.50	\$ 25,882.50	\$ -	\$ -	\$ 25,882.50	100.00%	\$0.00	\$2,588.25
	18" RCP	\$28,047.04	\$ 28,047.04	\$ -	\$ -	\$ 28,047.04	100.00%	\$0.00	\$2,804.70
	24" RCP	\$35,379.71	\$ 35,379.71	\$ -	\$ -	\$ 35,379.71	100.00%	\$0.00	\$3,537.97
	WATER IMPROVEMENTS								
	8" WATERLINE	\$41,785.44	\$ 41,785.44	\$ -	\$ -	\$ 41,785.44	100.00%	\$0.00	\$4,178.54
	16" STEEL CASING	\$12,375.65	\$ 12,375.65	\$ -	\$ -	\$ 12,375.65	100.00%	\$0.00	\$1,237.57
	16"X8" TAPPING SLEEVE	\$7,008.40	\$ 7,008.40	\$ -	\$ -	\$ 7,008.40	100.00%	\$0.00	\$700.84
	8" 45 DEGREE	\$4,103.64	\$ 4,103.64	\$ -	\$ -	\$ 4,103.64	100.00%	\$0.00	\$410.36
	8" 90 DEGREE	\$829.49	\$ 829.49	\$ -	\$ -	\$ 829.49	100.00%	\$0.00	\$82.95
	8" 11.25 DEGREE	\$767.88	\$ 767.88	\$ -	\$ -	\$ 767.88	100.00%	\$0.00	\$76.79
	8" GATE VALVE AND COLLAR	\$6,534.06	\$ 6,534.06	\$ -	\$ -	\$ 6,534.06	100.00%	\$0.00	\$653.41
	FIRE HYDRANT W/GATE VALVE	\$6,422.47	\$ 6,422.47	\$ -	\$ -	\$ 6,422.47	100.00%	\$0.00	\$642.25
	CUT AND RESTORE PAVEMENT	\$744.92	0	\$ 744.92	\$ -	\$ 744.92	100.00%	\$0.00	\$74.49

	SEWER IMPROVEMENTS								
	SEWER SERVICE CONNECTIONS	\$5,616.03	\$ 5,616.03	\$ -	\$ -	\$ 5,616.03	100.00%	\$0.00	\$561.60
	8" PVC SDR26	\$20,163.55	\$ 20,163.55	\$ -	\$ -	\$ 20,163.55	100.00%	\$0.00	\$2,016.36
	48" FIBERGLASS MANHOLE	\$19,449.16	\$ 19,449.16	\$ -	\$ -	\$ 19,449.16	100.00%	\$0.00	\$1,944.92
	CUT AND RESTORE PAVEMENT	\$2,573.36	\$ -	\$ 2,573.36	\$ -	\$ 2,573.36	100.00%	\$0.00	\$257.34
	CONNECT TO EXISTING SANITARY SEWER	\$1,305.00	\$ 1,305.00	\$ -	\$ -	\$ 1,305.00	100.00%	\$0.00	\$130.50
	MISCELLANEOUS								
	TRAFFIC CONTROL PLAN AND DEVICES	\$6,380.00	\$ 5,423.00	\$ 957.00	\$ -	\$ 6,380.00	100.00%	\$0.00	\$638.00
	PAVEMENT MARKINGS	\$33,539.23	\$ -	\$ -	\$ -	0	0.00%	\$33,539.23	\$0.00
	TEMPORARY EROSION	\$8,598.50	\$ 7,738.65	\$ 859.85	\$ -	\$ 8,598.50	100.00%	\$0.00	\$859.85
	MOBILIZATION	\$14,500.00	\$ 13,050.00	\$ 1,450.00	\$ -	\$ 14,500.00	100.00%	\$0.00	\$1,450.00
	CONSTRUCTION STAKING	\$3,625.00	\$ 3,625.00	\$ -	\$ -	\$ 3,625.00	100.00%	\$0.00	\$362.50
	CHANGE ORDERS								
	4" CONDUIT SCH 40	\$13,654.44	\$ 13,654.44	\$ -	\$ -	\$ 13,654.44	100.00%	\$0.00	\$1,365.44
	4" LONG RADIUS W/CONCRETE BOX	\$570.14	\$ 570.14	\$ -	\$ -	\$ 570.14	100.00%	\$0.00	\$57.01
	6" PVC FH ADJUSTMENT	\$10,701.00	\$ 10,701.00	\$ -	\$ -	\$ 10,701.00	100.00%	\$0.00	\$1,070.10
	BRIDGE WATERLINE ADJUSTMENT	\$4,669.00	\$ 4,669.00	\$ -	\$ -	\$ 4,669.00	100.00%	\$0.00	\$466.90
	CONFLICT MANHOLE FOR SANITARY SEWER	\$6,090.00	\$ 6,090.00	\$ -	\$ -	\$ 6,090.00	100.00%	\$0.00	\$609.00
	16X8 TAPPING SLEEVE	\$1,944.25	\$ 1,944.25	\$ -	\$ -	\$ 1,944.25	100.00%	\$0.00	\$194.43
	GRAND TOTALS	\$774,126.28	\$634,444.10	\$106,142.95	\$0.00	\$740,587.05	98%	\$33,539.23	\$74,058.71



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6892	
From: David Arce			
Subject: Discussion and consideration to authorize the purchase of a 2025 Freightliner 180SD Plus Roll Off Truck from Doggett Freightliner of South Texas, LLC., Buyboard Vendor Contract No. 601-19, in the amount not to exceed \$197,686 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The truck is to be used daily for solid waste division, to include our recycling program. The funding was approved in the budget in collaboration with Weslaco EDC. Delivery will be approximately August 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 Roll Off Truck, 2023 Kenworth NXT52 Hooklift, 2025 Freightliner Quote 9-28-2023 With Stellar Hoist			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 10, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: ROLL OFF TRUCK
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works is requesting an approval to authorize the purchase of a 2025 Freightliner 180SD Plus Roll Off Truck from Doggett Freightliner of South Texas, LLC., Buyboard Vendor Contract No. 601-19, in the amount not to exceed \$197,686. The truck is to be used daily for solid waste division, to include our recycling program. The funding was approved in the budget in collaboration with Weslaco EDC.

Delivery will be approximately August 2024.

Staff recommends approval.



190 State Street PO Box 169
Garner, IA 50438, USA
Phone: 641-923-3741 Fax: 641-923-2812
www.stellarindustries.com

"Note: Due to supply chain issues and unstable material and component cost, final pricing is subject to change up to 60 days prior to scheduled completion date."

QUOTE

Quote: 239093
Date: 9/15/2023
Expires: 8/25/2023
Page: 1 of 2

Prepared For:

TEXAS PACKER & LOADER SALES INC
1030 BRUSSELS ST
SAN ANTONIO TX 78219-3109

Phone (210)239-2282
Fax:

Sales Representative:

Tommy Rorex

trorex@stellarindustries.com

Qty	Part	Description	Unit Price	Total Price
1.00	NXT52-L	NXT52-L Install		
2023 Kenworth T880 66,000-76,999 GVWR 6X4 Cummins X15 Allison 4000-4500 RDS Auto 195 CA/CT				

Qty	Part	Description	Unit Price	Ext Price
Hooklift				
1.00	131704X	Stellar NXT52 double pivot 52,000 lb capacity hooklift hoist with Z-rail base, telescopic jib, hydraulic adjustable 54"/61.75" hook height, (4) skid style body saddles, bolt-on outside latches, dual rear rollers and 52° dump angle; Designed for 16' to 22' container body lengths, shortest container body length for dumping is 16', longest flatbed body (w/fold down bumper) is 24' (Dump angle is restricted due to body length); Maximum 24 GPM hydraulic flow with hydraulic operating pressure of 4,500 PSI; Shipping weight of 6,115 lb; Chassis requirements: Minimum of 174" CA without tarper, 186" with tarper, minimum after frame of 59" and a minimum GVWR of 54,000 lb. - Installed Includes: 129244 JIB ASM NXT52 54/62HH HYD 129351 SECONDARY ASM NXT52 128940 DUMP ASM NXT52 DROLLERS 129228 BASE ASM NXT52 129440 MNT KIT NXT52 130144 RSRVR ASM 25GAL SQUARE		



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QUOTE

Quote: 239093
Date: 9/15/2023
Expires: 8/25/2023
Page: 2 of 2

1.00 STD PINS Standard Zinc Pins
1.00 STDBLACK Standard Black Paint

Hydraulics

1.00 131705X 3-Function air control. Includes: 3-Function air tower, 3-section valve bank assembly, valve bank mounting and hoist up indicator light. - Installed
1.00 80786X Hot shift PTO for various chassis with Allison 4000 transmission, 123%, 7/8"-13T Spline Shaft. - Installed
1.00 76705X Hydraulic direct mount bent axial piston pump, 3.84 CID with 7/8"-13T spline shaft, bi-rotational . Includes hydraulic fitting kit, PTO Enable Mode and Overspeed Protection Control. - Installed

Accessories

1.00 63580X Bumper, reinforced to accept pintle hitch 90K. (pintle not included).
1.00 58217X Poly fenders for tandem axle with mounting brackets-INSTALL
1.00 19494X One pair Stellar mud flaps with mounting bolts. Installed.
1.00 115694X Steel underbody toolbox with flip down door. Dimensions are 18"H x 36"L x 18"D. Features powder coated black box with polished stainless steel door, stainless steel compression latch, continuous hidden hinge and replaceable gasket system. Includes mounting brackets. - Installed

Tarper

1.00 131441X Donovan Quick-Flip III Automatic Roll-Off Tarp System with Telescopic Gantry for Tandem Axle Chassis Applications, Up to 24' Long Containers, 14'-3" Aluminum Pivot Arms, Pivot and Rear Crossover Cast Elbows, Adjustable Over-Wheel Mounting Frame, 900-Watt Heavy Duty Tarp Motor, Marine Grade Toggle Controls, Knitted Mesh Tarp. For NXT52. - Installed

Qty	Part	Description	Unit Price	Total Price
1.00	CHASSIS	Kenworth T880		

Customer Acceptance: _____

Prices are based on costs and conditions existing on the quotation date and are subject to change by Stellar before final acceptance. Without prejudice to this statement, Buyer should confirm pricing after 30 days. (Expires: 8/25/2023).

"Note: Due to supply chain issues and unstable material and component cost, final pricing is subject to change up to 60 days prior to scheduled completion date."

Line Total: \$285,818.50

Freight Charge: \$4,000.00

Your Total: \$289,818.50

Plus any applicable taxes, F.E.T. and/or delivery charges.

**DOGETT FREIGHTLINER OF SOUTH TEXAS, LLC**

PHYSICAL ADDRESS: 3103 N. CAGE BLVD. - PHARR, TX 78577

MAILING ADDRESS: P.O. BOX 670688 - HOUSTON, TX 77267

PHONE - 9567828202

PURCHASE AGREEMENT: VM103005777

BILL TO:

CITY OF WESLACO - 78640
 255 S KANSAS AVE
 WESLACO TX 78596
 P: (956) 968-3181
 F:

DELIVER TO:

CITY OF WESLACO - 78640
 255 S KANSAS AVE
 WESLACO TX 78596
 P: (956) 968-3181
 F:

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
9/28/2023	RTL	QUOTE	9/28/2023	9/28/2023	MARK BRUNNEMANN	ZERO	Roll-OFF

UNIT(S) FOR SALE

UNTID	YR - MAKE - MODEL	SERIAL NUMBER	PRICE
OO8947	2011 - FREIGHTLINER - CASCADIA	OO8947	127,419.00

Municipality Accrual

Misc

Stellar SI 75 174 ORR 75,000 Outside Rail Roll Off Hoist

57,250.00

Buy Board Contract 601-19 FEE

400.00

Chassi to be a 2025 Year Model Freightliner SD108 PLUS

Truck ETA TBD upon receipt of PO from City of Weslaco

Body will take approx. 45-90 days from receipt of chassis

Due to current supply chain, Freightliner has placed all Dealers on ALLOCATION for 2024 Build

Doggett Freightliner cannot GUARENTEE TRUCK AVAILABILITY FOR 2024 PRODUCTION

AT TIME PO FROM CITY OF WESLACO IS ISSUED

PLEASE REFER TO PAGE 3, PARAFRAPH 4 OF THIS PURCHASE AGREEMENT

FOR POSSILBE PRICE INCREASE DUE TO TRUCK OR BODY MANUFACTURE INCREASE

Cmmins L9 HD 1 5Year/150,000 Mile Extended Engine Warranty

1,740.00

Cummins L9 AT3 5Year/150,000 Mile Extended Aftertreatment Warranty

825.00

Allison 3000 RDS 5Year/Unlimited Mile Extended Transmission Warranty

612.00

(4) 7"x3" Amber strobe lights installed on rear fenders and front grill

1,700.00

(2) 6"x4" Amber strobe lights installed side facing front of tandems

1,040.00

(1) 55" Light bar with custom steel mounting bracket extended off tarper

Tarper Gnatry and multi functionlight patternin cab controller

2,950.00

(1) Pair Air activated off of PTO switch container box locks installed

3,750.00

Sales Price		127,419.00
Additional Equipment	+	70,267.00
Federal Excise Tax	+	0.00
Dealer's Inventory Tax	+	0.00
State and Local Taxes	+	0.00
License and Bridge Fees	+	0.00
Emissions Fee	+	0.00
Title Fees	+	0.00
Inspection Fees	+	0.00
Extended Service Plans	+	0.00
Documentary Fees	+	0.00
Subtotal	=	197,686.00
Less Trade Allowance	-	0.00
Trade Payoff	+	0.00
Less Deposit or Down Payment	-	0.00
Unpaid Balance/Amount to Finance	=	197,686.00

x

Buyer Signature

Date

x

Seller Signature

Date

PURCHASE AGREEMENT

PURCHASE AGREEMENT:

ADDITIONAL TERMS AND CONDITIONS

READ CAREFULLY AS THESE TERMS CONTAINS INDEMNIFICATION REQUIREMENTS AND LIMITATIONS OF LIABILITY

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) Manufacturer shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally that Dealer does not manufacture motor vehicles and that certain contractual relationships exist between Dealer and Manufacturer with respect to new motor vehicles.

2. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.

3. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Order.

4. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. **Purchaser waives all other claims for any damages resulting from a manufacturer's change in pricing and/or a related cancellation.**

5. If a used motor vehicle(s) which has been traded in as a part of the consideration for the motor vehicle ordered hereunder (such traded vehicle being a ("Trade In(s)"), is not to be delivered to Dealer until delivery to Purchaser of such Purchased Unit(s), the Trade In(s) shall be reappraised at that time and such reappraised value shall determine the allowance to be made for such Trade In(s). If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel only the trade; however, Purchaser shall nevertheless remain fully liable for the purchase of the Purchased Unit(s). Additionally, Dealer shall **not** be obligated to accept any Trade In(s) from Purchaser which are not reflected on this Order. In the event that Purchaser offers Trade Ins not reflected on this Order, Dealer shall have no obligation whatsoever to accept any such Trade Ins and Purchaser shall remain fully responsible for all obligations of Purchaser as set forth in this Order.

6. Purchaser agrees to deliver evidence satisfactory to Dealer of title to any Trade In(s) as a part of the consideration for the Purchased Unit(s) ordered hereunder in advance but in no case later than at the time of delivery of such Trade In(s) to Dealer. Purchaser warrants any such Trade In(s) to be owned wholly by Purchaser free and clear of all liens and encumbrances except as otherwise noted herein, and deemed acceptable by Dealer. Purchaser further warrants that for any Trade In, the Exhaust Emission System or any of its components have not been deleted, removed, or altered in any way from its factory-built state and that each Trade In will meet the emission standard in place as of the manufacture date. Purchaser understands that Dealer is relying on Purchaser's statement as a material representation, and thus **Purchaser hereby agrees to indemnify, defend and hold harmless Dealer from all damages, expenses, fees and costs (including attorney's fees) that Dealer incurs in the event that this representation is inaccurate or untrue.**

7. Unless this Order has been cancelled by Purchaser in accordance with the terms of this Agreement, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the Purchased Unit(s) ordered in accordance with the terms herein, to seek all remedies provided to Dealer by law (including specific performance), in addition to Dealer's attorneys' fees and costs and expert fees. In addition, Dealer may assess Purchaser a restocking fee of twenty percent (20%) of the Purchased Unit(s) sales price which shall be due immediately. Additionally, in the event a Trade In(s) has been delivered to Dealer, such Trade In(s) may be sold by Dealer, and the proceeds of any such sale may then be used to reimburse Dealer for any payments due to Dealer (or any damages incurred by Dealer, if applicable).

8. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have the option, but no obligation to Purchaser, to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

9. Dealer shall not be liable for failure to deliver or for any delay in delivering the Purchased Unit(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer and which is not due solely to the willful misconduct of Dealer, including but not limited to situations where the manufacturer fails to timely deliver the Purchased Unit(s) due to supply chain constraints or otherwise, which situations Purchaser expressly acknowledges are beyond Dealer's reasonable control. Any such delays not caused solely by Dealer's willful misconduct shall affect a corresponding extension of Dealer's performance dates which are, in any event, understood to be approximate. If acts or omissions of Purchaser delay Dealer's performance, Purchaser shall reimburse Dealer for any increased costs or expenses resulting therefrom and extend the time of performance.

PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR ANY DAMAGES RELATED TO: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER INCIDENTAL, RESERVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR LATE PERFORMANCE OR FAILURE TO PERFORM WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. ADDITIONALLY, NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S) REGARDLESS OF LEGAL THEORY UPON WHICH DEALER'S ALLEGED LIABILITY IS BASED (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE).

10. Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.

11. The price for the Purchased Unit(s) specified on the face of this agreement does not include federal excise taxes, sales taxes, use taxes, or occupational taxes based on sales volume (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use, or occupational taxes imposed on or applicable to the transaction covered by the this Order, regardless of which party may have primary tax liability thereof. Dealer will accept a valid sales or use tax exemption certificate from Purchaser; however, if a previously accepted sales or use tax exemption certificate is ultimately disallowed by the applicable taxing agency for any reason, Purchaser agrees to immediately reimburse Dealer for any resulting taxes, penalties, and interest incurred by Dealer. Purchaser shall obtain and pay all permits, licenses and official inspections required other than those required to be obtained in the name of Dealer.

12. Purchaser grants Dealer a purchase money security interest in the Purchased Unit(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute a financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute a required document, **Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the name on Purchaser's behalf and in Purchaser's stead.**

13. In the event Purchaser seeks to obtain financing to acquire a vehicle named on this Order, Purchaser represents that all statements made in the Purchaser's credit application, finance contracts and all information provided to Dealer and/or to the finance company are true and correct. Any misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement and Dealer shall be entitled to any damages incurred as a result. Should Purchaser or any finance company fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. In the event of a misrepresentation by Purchaser or the full purchase price has not been tendered to Dealer in a prompt manner, Purchaser agrees to immediately return the vehicle and to reimburse Dealer for all costs and expenses incurred by Dealer as a result, including any mileage and/or restocking charge. Purchaser agrees to fully indemnify Dealer for any damages incurred by Dealer as a result of any misrepresentations or omissions made by Purchaser.

14. There are no warranties, expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis and as provided exclusively by the Manufacturer. The printed new vehicle warranty issued by Manufacturer (and not Dealer) delivered to Purchaser with such vehicle or chassis is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty and not by Dealer.

15. With respect to any new motor vehicle(s) sold under this order, Purchaser acknowledges that Dealer is relying on Purchaser's representation that Purchaser is the intended owner/end-user of the motor vehicle(s). Accordingly, Purchaser agrees that as a condition of the sale, Purchaser will retain ownership of the motor vehicle(s) and hold title in Purchaser's name for a minimum of twelve (12) months from the date of sale. Purchaser further agrees and acknowledges that if Purchaser breaches this provision and Dealer incurs expenses, penalties, and/or chargebacks from the manufacturer as a result, Purchaser will be liable to Dealer for the amount of such expenses, penalties, and/or chargebacks.

16. Any used motor vehicle sold to Purchaser by Dealer must be inspected and investigated by Purchaser as all such sales are deemed "AS IS" and "WITH ALL FAULTS" at the time of delivery by Dealer without any guarantee or warranty of any nature, expressed or implied (including no warranty that the odometer reading on the Purchased Unit(s) represents the actual mileage traveled) or any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer. Purchaser agrees that Dealer has made no representation and that Purchaser has not relied on any representations made by Dealer, but rather is relying on its own investigation and inspection of the Purchased Unit(s).

17. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

18. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative, notwithstanding any delays. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable. BUT the Parties agree that the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

19. No Broker; Manufacturer Incentives. If at any time Dealer determines that Purchaser intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer's incentives are intended to be used for retail customers at the location as identified by the Purchaser in this Order. Purchaser represents that it will register the Purchased Units(s) with its state motor vehicle department and is not purchasing the Purchased Units with the intent to resale same, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

20. This contract shall be governed by the laws of the State of Texas. Both Parties agree to present the other Party with notice of any claim relating to this Order at least five (5) business days before filing a petition or complaint relating thereto (in addition to any other applicable notice periods required by statute), during which time the Parties agree to negotiate in good faith to resolve their disputes. If the negotiations fail, the Parties hereby waive the right to trial by jury and agree to a trial by judge. The Parties agree that the mandatory venue for dispute resolution is the state courts of Harris County, Texas, unless otherwise required by law. Purchaser agrees it will bring any cause of action within one (1) year of the date of that causes' accrual, and that any causes of action or claims outside of that period are waived. The prevailing party in any disputes shall be entitled to recover reasonable attorney fees and expenses.

PURCHASER ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREED TO.

PURCHASER'S SIGNATURE:

DATE:

Last Updated 8/25/2022



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6888	
From: David Arce			
Subject: Discussion and consideration to purchase a New 544 P wheel loader from Sourcewell contract # 032119-JDC Co-op vendor Doggett Heavy Machinery Services for an amount not to exceed \$214,908, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: This front loader will be used primarily for paving. We did included forks to the quote to unload the commercial trash bins when we order them, and it will also include hydraulic plumbing to add attachments (grapple) which we will add in a future budget. This unit is currently in stock.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 John Deere Wheel Loader, John Deere 544 P Front Loader Quote , CAT 926M Front Loader Quote			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 10, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: JOHN DEERE WHEEL LOADER

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works Department is requesting approval to purchase of a new John Deere 544P wheel front loader from Doggett Heavy Machinery in the amount of \$214,908 with a 3-year extended warranty. The unit meet all specs as requested from the streets department. This unit is primarily used for the paving team. This is a budgeted item and is within the budget.

Delivery will be approximately November 2023.

Staff recommends approval.

544 P Wheel Loader



22-Sep-2023
City of Weslaco
255 S. Kansas Ave
Weslaco, Texas

Source Well Sales Quote
Attn : David Arce

Doggett Heavy Machinery Services, LLC
Quote is Valid for 60 days

Code	Description	Qty	List Price(USD)
6031DW	544 P Wheel Loader	1	\$266,524.00
	6031DW (Gen-A)		

Option Codes

0202	United States	1	No Added Cost
0259	English	1	No Added Cost
	English language for operator's manual and electronic content		
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language		
0400	Standard Loader	1	No Added Cost
0451	Standard Z-BAR	1	No Added Cost
0612	Level 2 Trim	1	\$6,663.00
	Includes:		
	- Flat Black Exhaust		
	- 140 Amp Alternator		
	- 15 Amp Converter		
	- Halogen Work and Drive Lights		
	- Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension		
	- AM/FM/Weather Band (WB) Radio with Remote AUX Port		
	- Ride Control		

0654	Level 1 Performance	1	No Added Cost
	This Package is recommended for machines that will be used on hard packed and well maintained surfaces.		
	Package includes:		
	- Locking Front Differential		
	- Standard Rear Differential		
	- Manual Diff Lock		
	- Less Throttle Lock		
	- Less Wheel Spin Control		
	- 5-Speed Powershift Transmission		
0951	Rear Camera (Primary Display)	1	No Added Cost
	Rear camera with display integrated into monitor		
1100	Less Detection System	1	No Added Cost
1301	Left Side Steps	1	No Added Cost
183E	JDLink™	1	No Added Cost
	Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG).		
	JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.		
2201	Less Payload Scale w/ Cycle Counter	1	\$124.00
	Models will be shipped payload scale ready.		
	A payload scale whole good field kit may be added at a later time.		
4095	John Deere 6.8L - FT4/SV	1	\$20,570.00
	John Deere Powertech PVS 6.8L Meets FT4/EU Stage V Emissions		
6522	Rear Counterweight & Rear Hitch w/ Pin	1	No Added Cost
7026	Joystick Controls	1	No Added Cost
	Provides a single lever (joystick) control for the boom and the bucket.		
	Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).		

7054	Three Function Hydraulics	1	\$2,342.00
	Controls boom, bucket, and adds an auxiliary function (w/ boom lines).		
5121	No Brand Preference - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1	\$13,794.00
5552	Standard Front Fenders	1	No Added Cost
	Includes: - Standard width front fenders		
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$6,083.00
7822	3.00 YD (2.30 CM) Enhanced Performance	1	\$11,041.00
	Bucket includes curved side cutters, integrated center section spill guard, and weld on skid shoes.		
7458	Bolt-On Cutting Edge	1	\$1,036.00
7503	96 Inch (2438mm) Wide Fork Frame	1	\$13,380.00
7703	72 Inch (1829mm) Construction Tines	1	\$3,635.00
8015	20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference	1	No Added Cost

Total	\$345,192.00
Source well Discount 39% Doggett Souce Well # 032119-JDC	- \$134,624.90
Source well Sales Price	\$210,567.10
Factory Freight	\$ 5,700.00
Pre-delivery Inspection	\$ 2,650.00
36 Months or 3,000 hours of Extended Warranty	\$ 1,370.00
Doggett Municipality Discount	-\$ 5,379.10
Final Sales Price	\$214,908.00

Thank you, for the opportunity to provide you a Source Well Sales Quote on a New JD Wheel loader,
Sincerely, Danny Jackson Territory Sales Manager -956-342-5228
Currently we have 3 Wheel loaders in Stock.

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



Cat[®] 926M

WHEEL LOADER

M SERIES — MAKING YOUR CHOICE EASY:

- **Enjoy All Day Comfort** — Have a seat in the new M Series Small Wheel Loader and enjoy automatic temperature control, class leading sound levels, and low-effort joystick controls that move with you on a fully adjustable seat suspension. A large spacious operator environment combined with Caterpillar's hydraulic cylinder damping and smooth predictable controls make this the most comfortable seat on your job site.
- **Work Made Easy** — Move more with Caterpillar's patented quick loading Performance Series buckets and optimized Z-bar linkage with enhanced forward visibility that combines the digging efficiency of a traditional Z-bar with tool carrier capabilities. The parallel lift and high tilt forces throughout the working range allow you to confidently handle loads with precise control.

Multi-function work has never been easier with dedicated pumps for each system and a flow sharing implement valve governed by an intelligent power management system. Simultaneously lift, steer and drive without compromise. The M Series Small Wheel Loader simply does what you ask it to do.

- **Efficiently Powerful** — Experience hybrid like fuel efficiency with an intelligent hydrostatic power train and industry leading fuel savings through a lower maximum engine speed of just 1,600 rpm in Standard Mode. Power when you need it with Caterpillar's exclusive Power-by-Range technology that increases power in Range 4 for improved speed on grade. For your toughest and most demanding applications a new Performance Mode will allow you to boost the power and hydraulic speed in all ranges to get the job done even quicker. Meets U.S. EPA Tier 4 Final/EU Stage V emission standards with a Cat[®] C7.1 engine that is designed to manage itself so you can concentrate on your work.
- **Customize Your Experience** — Meet your application requirements and individual preferences with Caterpillar's industry first Hystat[™] Operator Modes featuring four unique power train settings. Select classic Torque Converter for smooth rollout, conventional Hystat for aggressive engine braking, an Ice Mode that maximizes your control on slippery underfoot, or default mode which blends the best of Hystat and Torque Converter characteristics. Fine tune machine performance with adjustments at your fingertips through the soft touch buttons and optional secondary display. Quickly set hydraulic response along with linkage kick-out positions, maximum wheel torque, and peak ground speed to efficiently perform a multitude of tasks.

Specifications

Engine

Engine Model	Cat C7.1**			
Power Mode	Standard Mode		Performance Mode	
Speed Range	Range 1-3*		Range 1-4	
Maximum Gross Power				
Maximum Engine Speed	1,600 rpm		1,800 rpm	
ISO 14396	119 kW	160 hp	125 kW	168 hp
ISO 14396 (DIN)	162 mhp		170 mhp	
Rated Net Power	1,600 rpm		1,800 rpm	
SAE J1349 at				
Minimum Fan Speed	116 kW	156 hp	122 kW	163 hp
ISO 9249 at				
Minimum Fan Speed	116 kW	156 hp	122 kW	164 hp
ISO 9249 (DIN) at				
Minimum Fan Speed	158 mhp		166 mhp	

Engine (continued)

	Standard Mode		Performance Mode	
Maximum Gross Torque				
ISO 14396	795 N·m	586 lbf·ft	815 N·m	601 lbf·ft
Maximum Net Torque				
SAE J1349	777 N·m	573 lbf·ft	797 N·m	588 lbf·ft
ISO 9249:2007	776 N·m	572 lbf·ft	796 N·m	587 lbf·ft
Displacement	7.01 L	427 in³	7.01 L	427 in³

- Net power ratings are tested at the reference conditions for the specified standard and denote power available at the flywheel when the engine is equipped with alternator, air cleaner, emission components and fan at specified speed.
- No derating required up to 3000 m (10,000 ft) altitude. Auto derate protects hydraulic and transmission systems.

*Range 4 power and torque is equal to Performance Mode with Caterpillar Power by Range technology.

**The Cat C7.1 engine meets Tier 4 Final/Stage V off-highway emission standards.



926M Wheel Loader

Buckets

Bucket Capacities – General Purpose	1.9-2.5 m ³	2.5-3.2 yd ³
Bucket Capacities – Light Material	3.1-5.0 m ³	4.0-6.5 yd ³

Steering

Steering Articulation Angle (each direction)	40°	
Maximum Flow – Steering Pump	130 L/min	34 gal/min
Maximum Working Pressure – Steering Pump	24 130 kPa	3,500 psi
Maximum Steering Torque:		
0 degrees (straight machine)	50 375 N·m	37,155 lbf·ft
40 degrees (full turn)	37 620 N·m	27,747 lbf·ft
Steering Cycle Times (full left to full right):		
At 1,800 rpm: 90 rpm steering wheel speed	2.4 seconds	
Number of Steering Wheel Turns – full left to full right or full right to full left	3.5 turns	

Loader Hydraulic System

Maximum Flow – Implement Pump	150 L/min	40 gal/min
3rd Function Maximum Flow*	150 L/min	40 gal/min
4th Function Maximum Flow*	150 L/min	40 gal/min
Maximum Working Pressure – Implement Pump	26 000 kPa	3,771 psi
Relief Pressure – Tilt Cylinder	28 000 kPa	4,061 psi
3rd and 4th Function		
Maximum Working Pressure	26 000 kPa	3,771 psi
3rd and 4th Function Relief Pressure	28 000 kPa	4,061 psi
Hydraulic Cycle Times:	Standard Mode	Performance Mode
	at 1,600 rpm	at 1,800 rpm
Raise (ground level to maximum lift)	6.2 seconds	5.5 seconds
Dump (at maximum lift height)	1.7 seconds	1.5 seconds
Float Down (maximum lift to ground level)	2.6 seconds	2.6 seconds
Total Cycle Time	10.5 seconds	9.5 seconds

*3rd and 4th function flow is fully adjustable from 20% to 100% of maximum flow through the secondary display, when equipped.

Service Refill Capacities

Fuel Tank	195 L	51.5 gal
Cooling System	30 L	7.9 gal
Engine Crankcase	20 L	5.3 gal
Transmission (gearbox)	8.5 L	2.2 gal
Axles:		
Front	26 L	6.9 gal
Rear	25 L	6.6 gal
Hydraulic System (including tank)	160 L	42.3 gal
Hydraulic Tank	90 L	23.8 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	5 gal

- DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

Transmission

Forward and Reverse:		
Range 1*	1-13 km/h	0.6-8 mph
Range 2	13 km/h	8 mph
Range 3	27 km/h	17 mph
Range 4	40 km/h	25 mph

*Creeper control allows maximum speed range adjustability from 1 km/h (0.6 mph) to 13 km/h (8 mph) in Range 1 through the secondary display, when equipped. Factory default is 7 km/h (4.4 mph).

Tires

Standard Size	20.5 R25, radial (L-3)	
Other Choices Include:	20.5 R25, radial (L-2)	17.5 R25, radial (L-2)
	20.5 R25, radial (L-5)	17.5 R25, radial (L-3)
	20.5-25 12PR (L-2)	17.5 R25, radial (L-5)
	20.5-25 12PR (L-3)	550/65 R25 radial (L-3)
	20.5-25 16PR (L-5)	Skidder/Agriculture

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level II

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.
- The declared dynamic operator sound pressure levels per ISO 6396:2008*, when properly installed and maintained, are:
 - Standard cab: 68 ±3 dB(A)
 - Deluxe cab: 66 ±2 dB(A)

*The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	101 dB(A)

- European Union Directive "2000/14/EC."

Axles

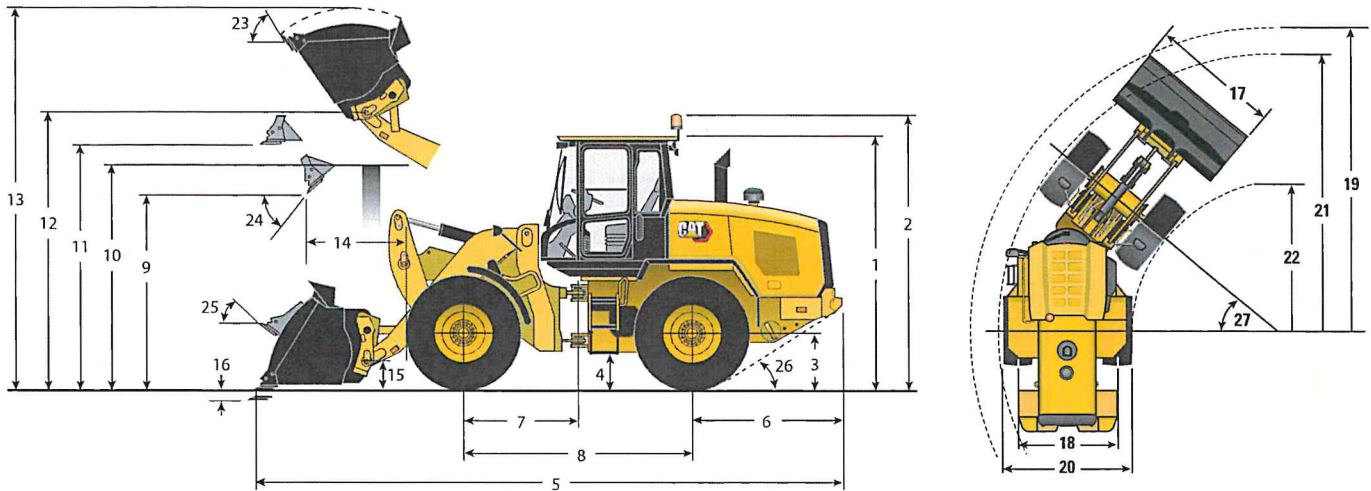
Front	Fixed
	Locking differential (standard)
Rear	Oscillating ±11 degrees
	Open differential (standard)
	Limited slip differential (optional)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.9 kg of refrigerant which has a CO₂ equivalent of 2.717 metric tonnes.

926M Wheel Loader

Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



	Standard Lift		High Lift	
** 1 Height: Ground to Cab	3340 mm	10'11"	3340 mm	10'11"
** 2 Height: Ground to Beacon	3707 mm	12'2"	3707 mm	12'2"
** 3 Height: Ground to Axle Center	685 mm	2'3"	685 mm	2'3"
** 4 Height: Ground Clearance	397 mm	1'4"	397 mm	1'4"
* 5 Length: Overall	7383 mm	24'3"	8060 mm	26'5"
6 Length: Rear Axle to Bumper	1953 mm	6'5"	1953 mm	6'5"
7 Length: Hitch to Front Axle	1500 mm	4'11"	1500 mm	4'11"
8 Length: Wheel Base	3000 mm	9'10"	3000 mm	9'10"
* 9 Clearance: Bucket at 45 degrees	2881 mm	9'5"	3378 mm	11'1"
** 10 Clearance: Load over Height	3351 mm	11'0"	3550 mm	11'8"
** 11 Clearance: Level Bucket	3576 mm	11'9"	4073 mm	13'4"
** 12 Height: Bucket Pin	3903 mm	12'10"	4400 mm	14'5"
** 13 Height: Overall	5072 mm	16'8"	5569 mm	18'3"
* 14 Reach: Bucket at 45 degrees	928 mm	3'1"	1261 mm	4'2"
15 Carry Height: Bucket Pin	382 mm	1'3"	582 mm	1'11"
** 16 Dig Depth	100 mm	3.9"	135 mm	5.3"
17 Width: Bucket	2550 mm	8'4"	2550 mm	8'4"
18 Width: Tread Center	1930 mm	6'4"	1930 mm	6'4"
19 Turning Radius: Over Bucket	5903 mm	19'4"	6226 mm	20'5"
20 Width: Over Tires	2540 mm	8'4"	2540 mm	8'4"
21 Turning Radius: Outside of Tires	5402 mm	17'9"	5402 mm	17'9"
22 Turning Radius: Inside of Tires	2851 mm	9'4"	2851 mm	9'4"
23 Rack Angle at Full Lift	53 degrees		51 degrees	
24 Dump Angle at Full Lift	50 degrees		49 degrees	
25 Rack Angle at Carry	41 degrees		47 degrees	
26 Departure Angle	33 degrees		33 degrees	
27 Articulation Angle	40 degrees		40 degrees	
* Tipping Load – Straight (ISO 14397-1)	8879 kg	19,574 lb	6520 kg	14,373 lb
* Tipping Load – Full Turn (ISO 14397-1)	7599 kg	16,752 lb	5524 kg	12,178 lb
* Breakout	11 557 kg	25,477 lb	9714 kg	21,414 lb
* Operating Weight	12 789 kg	28,193 lb	13 229 kg	29,163 lb

*Vary with bucket.

**Vary with tire.

Dimensions listed are for a machine configured with 1.9 m³ (2.5 yd³) general purpose Fusion™ bucket, bolt-on cutting edge, heavy counterweights, additional guarding, 80 kg (176 lb) operator and 20.5 R25 (L-3) XHA2 tires.

926M Wheel Loader

STANDARD EQUIPMENT

POWER TRAIN

- Axle Duo-Cone™ seal guards
- Auto idle shut down feature
- Cat C7.1 engine
 - Power modes (Standard and Performance)
 - Power by range (High Power in Range 4)
 - Turbocharged and aftercooled
 - Diesel particulate filter (Fit for Life)
- Coded start (requires secondary display)
- Differential lock in front axle
- Enclosed wet disc full hydraulic brakes
- Hydraulically driven demand cooling fan
- Hydrostatic transmission with electronic control
 - Operator modes (Default, TC, Hystat, and Ice)
 - Directional Shift Aggressiveness (fast, medium, slow)
 - Rimpull control, adjust wheel torque
 - Creeper control, adjust ground speed
- Parking brake, electric
- Single plane cooling package wide six fins per inch density
- Oil sampling ports
- Throttle lock and max speed limiter

HYDRAULICS

- Automatic lift lower and tilt kickouts, adjustable in-cab
- Bucket and fork modes, adjustable in-cab
- Cylinder damping at kickout and mechanical end stops
- Fine mode control (fast, medium, slow)
- Hydraulic response setting (fast, medium, slow)
- Load sensing hydraulics and steering
- Seat-mounted hydraulic joystick controls

ELECTRICAL

- Alternator, 115 amp, heavy duty
- Batteries, 1,000 CCA (2) 24V system, disconnect switch
- Back-up alarm
- Emergency shutdown switch
- Halogen work and roading lights, LED rear tail lights
- Product Link™ PRO with three year subscription
- Remote jump start post
- Resettable main and critical function breakers

OPERATOR ENVIRONMENT

- 75 mm (3 in) High-Vis retractable seat belt, with audible alarm and indicator
- Automatic temperature control
- Cab, pressurized
- Camera, rearview, with dedicated display
- External heated mirrors with lower parabolic
- Ground level cab door release
- Hydraulic control lockout
- Mirror, single
- Lunch box storage
- Radio ready speakers
- Rear window defrost, electric
- Column mounted multi function control – lights, wipers, turn signal
- Tilt and telescopic steering wheel
- Tinted front glass
- Wet arm wiper/washer, 2-speed and intermittent, front, lights, wipers, turn signal
- Suspension seat, fabric

OTHER STANDARD EQUIPMENT

- Large-access enclosure doors with adjustable close/open force
- Cat optimized Z-bar linkage with parallel lift
- Recovery hitch, with pin
- Remote mounted lubrication points
- Lockable compartments and enclosures

OPTIONAL EQUIPMENT

- Autolube, integrated in secondary display
- Auxiliary flow, third and fourth function
- Differential, limited slip, rear
- Beacon light, strobe
- Cab, deluxe (standard in Europe)
 - Camera, rearview integrated into advanced display
 - Electrically adjustable external heated mirrors (2)
 - Secondary display to enable features and adjust parameters
 - LED interior lighting
 - Sunscreen, front and rear
 - Touchscreen secondary display
 - Ride control adjustable speed activation
 - Preventative maintenance reminders
 - Integrated help function (26 languages)
- Camera, roof mounted, front view with separate display*
- Cold start package
 - Ether starting aid, block heater and additional batteries, 1,000 CCA (4 total)
- Counterweight, additional options
- Coupler, (Fusion and ISO 23727)
- Debris packages (low, medium, high)
- Fenders (extended cover and full coverage)
- Guarding packages
- Linkage, high lift
- Lights, auxiliary, halogen or LED with engine and DEF compartment lights
- Payload Technology
 - Cat Production Measurement (CPM)
 - CPM Printer
- Product Link ELITE with capabilities for software push, data logging, histogram and trend mapping
- Radio packages
- Rear Object Detection
- Ride Control System, adjustable through secondary display
- Seats
 - Deluxe seat – fully adjustable fabric air suspension seat with mid seat backrest
 - Premium seat – fully adjustable leather and fabric air suspension with high backrest and air lumbar support. Seat is heated and ventilated on bottom cushion and backrest.
- Steering
 - Dual mode and secondary
- Tire Pressure Monitoring (TPM)

*NOTE: Not all features are available in all regions.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ7361-03 (06-2020)
Replaces AEHQ7361-02
(NACD, EU, ANZP)





Quote Prepared For		City of Weslaco
Sourcewell Contract Number		032119-CAT
Sourcewell Member Number		#167598
Quote Valid Through		14-Oct-23

Machine Item #	Description:	List Price
633-0631	QP2/2V/AGG CWT/RC/QC&BU	\$243,269
613-2830	TIRES, 20.5R25 MA MS301 * L3	\$12,443
538-3866	CARRIAGE, CON, FORK, 60", FUS	\$11,377
360-3323	BUCKET-GP, 3.0 YD3, FUS, BOCE	\$10,198
536-5313	QUICK COUPLER,FUSION,HIGH VIS	\$5,606
579-7697	RIDE CONTROL	\$5,393
416-2607	CTWT, AGGREGATE, 1200LB5, 3PCS	\$4,697
578-1363	CAB, STANDARD	\$3,500
593-8913	HYDRAULICS, 3V	\$2,121
593-8962	SEAT, DELUXE, TILT AND TELE	\$1,424
593-8911	STANDARD LIFT, COUPLER READY	\$732
590-8871	RADIO, READY PREMIUM (USB)	\$732
590-8867	LIGHTS, AUX, HALOGEN	\$561
530-1623	LINES, AUX 3RD, STD LIFT	\$407
600-3781	BEACON,WARN STROBE, LED AMBER	\$391
593-8916	JOYSTICK, 3V, WHEEL STR	\$316
623-6438	MIRROR, INTERNAL 2X REAR VIEW	\$273
342-0215	VISOR, INTERNAL, REAR	\$187
615-9208	DECAL,HI VIS STEP,HANDRAIL,LHS	\$169
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
0P-0210	PACK, DOMESTIC TRUCK	\$0
579-7738	PUSH START, PASSCODE SECURITY	\$0
579-7761	CAMERA, REAR VIEW	\$0
612-1012	WINDSHIELD ACCESS STEPS, NONE	\$0
619-8443	HYDRAULIC OIL, STANDARD	\$0
579-7735	CONDITIONER, AIR, R134A	\$0
579-7716	STEERING WHEEL	\$0
579-7720	ENVIRONMENT, STANDARD	\$0
611-3020	WEATHER, STANDARD	\$0
593-8993	ENGINE	\$0
593-8950	FENDERS, STANDARD	\$0
519-8081	TOOLBOX AUX, NONE	\$0
		\$0

Machine Total		\$303,796
Sourcewell Machine Discount (%)	24%	\$ (72,911)
		\$ -
Machine Sub Total		\$230,885

Work Tool Item #	Description:	List Price
		\$0
Work Tool Total		\$0
Sourcewell Loose Work Tool Discount	15%	\$0
Work Tool Sub Total		\$0

Sourced Goods/Open Market Items Description:	Price
Not Applicable	\$0
Additional Items Total	\$0

Additional Required Items Not Subject To Discount Description:	Price
Machine Prep	\$0
OMM MANUAL (1)	\$0
Service Manual (1)	\$0
36 Month / 5000 Hour Preimer Warranty	\$0
Delivery to customer location	\$0
	\$0
	\$0
Additional Items Total	\$0

	Grand Total	\$230,885
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[illegible]

Work Tool Item #	Description:	List Price
		\$0
Work Tool Total		\$0
Sourcewell Loose Work Tool Discount		\$0
	15%	\$0
	Work Tool Sub Total	\$0

Additional Required Items Not Subject To Discount	
Description:	Price
Machine Prep	\$0
OMM MANUAL (1)	\$0
Service Manual (1)	\$0
36 Month / 5000 Hour Preimer Warranty	\$0
Delivery to customer location	\$0
	\$0
	\$0
Additional Items Total	\$0

		Grand Total	\$0
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Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6889	
From: David Arce			
Subject: Discussion and consideration to purchase a new 2023 GMC 1500 Sierra from Buyboard 601-19 vendor Gunn Buick-GMC, LTD for an amount not to exceed \$52,322.25, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 PICK UP TRUCK, 2023 GMC - Gunn GMC			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: October 10, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: PURCHASE PICKUP TRUCK

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works is requesting an approval to purchase a new 1500 GMC Sierra 4x4 Pick-Up for Buyboard vendor 601-19 from Gunn Auto Group in the amount to exceed \$52,322.25. The truck was budget, any overage will be used within the public works budget. This is unit is for public works admin.

Delivery will be estimated for October of 2023.

Staff recommends approval.



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 10/03/2023
Buyer's Name City Of Weslaco
Co-Buyer's Name _____
Business Name City Of Weslaco
Address 255 S Kansas Ave
City & State Weslaco Zip 78596
Home Phone (956) 447-3407 Bus. Phone (956) 793-8735
Cell Phone _____ E-Mail darce@weslacotx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # GC231242 Vin # 3GTUUBED3PG306631
Year 2023 Make GMC
Model Sierra 1500 Model Trim SLE
Miles 4 Color Summit White
M.S.R.P. \$59,135.00 Discount \$8,200.00 O.S.P. \$50,935.00

Dealer Installed Accessories *

1. Delivery Fee	\$430.65
2. Buy Board Fee	\$400.00
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. Buy Board Contract#601-19	_____

Selling Price	\$50,935.00
Plus Owed Accessories	\$830.65
Selling Price w/ Accessories	\$51,765.65
Sales Services Fee	\$250.00
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____

Sub-Total	\$52,015.65
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag. Ins. Ver., Sys. Fees	\$140.50
Balance Due on Trade-In	\$0.00

Documentary Fee	\$166.10
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Total	\$52,322.25
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$52,322.25

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 10/03/2023

Buyer's / Co-Buyer's Signature: _____ Accepted _____



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6890	
From: David Arce			
Subject: Discussion and consideration to purchase a new Kubota MX5400HSTC utility cab tractor from Buyboard vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$46,497.15, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: This unit will primarily be used for cutting ROW in the city.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Kubota ROW Quote, JD ROW Quote			
Responsibilities upon Approval:			



Contract Numbers:

GM - #706-23

CE - #685-22

MX5400HSTC WEB QUOTE #2708142

Date: 9/11/2023 3:52:01 PM

-- Customer Information --

ARTE, DAVID

City of Weslaco

DARCE@weslacotx.gov

9564472240

Quote Provided By

ELLIFF MOTORS

STEPHANIE RUSSELL *JxkyCantu*

1307 W. HARRISON AVE

HARLINGEN, TX 78550

email:

STEPHANIE@ELLIFFMOTORS.COM

phone: 3616886004

-- Custom Options --

-- Standard Features --

**Kubota**

M Series

MX5400HSTC

UTILITY CAB TRACTOR, 4WD, HST TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403

Direct injection

4 Cyl. 148.6 cu. in.

^ 53.8 Net Eng. HP

^ 46.5 PTO HP

@ 2700 Eng. rpm

EPA Tier 4 Emmission Cert.

Turbo Common Rail Electronic Fuel Injection

12V - 650 CCA Battery

Charging Output 60 Amps

FLUID CAPACITY

Fuel Tank 11.9 gal

Cooling System 6.9 qts

Crankcase with filter 7.4 qts

Transmission and

Hydraulics 11.6 gal

POWER TAKE OFF

Live-Independent Hydraulic

540 rpm Rear PTO

@ 2700 Eng. rpm

SAE Std 1 3/8" Six Spline

HYDRAULICS

Open Center - Gear Pump

4.9 gpm Power Steering

9.5 gpm Remote/3 Pt. Hitch

14.4 gpm Total Hyd. Flow

Cat I/II 3-point Hitch

At lift Point 2870 lbs.

24" Behind 2310 lbs.

Telescoping Lower Links

Telescoping Stabilizers

SAFETY EQUIPMENT

2-Post Foldable ROPS w/

Retractable Seat Belt

Flip-Up PTO Shield

Safety Start Switches

Parking Brakes

Electric Key Shut Off

Turn Signals

SMV Sign

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals

High Back Seat with Adjustable

Suspension

Tilt Steering

Interior Light

Interior Rearview Mirror

Front Wiper with Washer

A/C & Heater

Speakers & Radio Pre-Wired

Left Hand Step

Hom

Left & Right Hand Door

Rubber Floor Mat

Stationary PTO Switch

Cup Holder

Color Coded Controls

INSTRUMENTS

Tachometer/Hour Meter

Fuel Gauge Meter

Warning Symbols

Coolant Temperature Meter

SELECTED TIRES

AMXR6896 & AMXR6897

FT TITN 12-16.5 R4 STL 6BLT TL2

RT TITN 17.5L-24 R4 STL 6BLT MXTL2

MX5400HSTC Base Price: \$45,685.00

(3) R.W. WT - 2 PCS PER SET \$1,431.00
LM8124-R.W. WT - 2 PCS PER SET(1) BOLT KIT /LM8124 & M8126A WHL WHGTS \$82.00
LM8125A-BOLT KIT /LM8124 & M8126A WHL WHGTS(2) BOLT KIT/WGHT TO WGHT MTG OF LM8124 \$74.00
M8121A-BOLT KIT/WGHT TO WGHT MTG OF LM8124(7) FRONT SUITCASE WEIGHT (55LBS) \$602.00
BL8069-FRONT SUITCASE WEIGHT (55LBS)(1) SIDE MIRROR KIT MX5400/MX6000 CAB \$159.00
MX6801-SIDE MIRROR KIT MX5400/MX6000 CAB(1) FRONT WEIGHT BRACKET \$117.00
MX8068-FRONT WEIGHT BRACKET(7) BOLT KIT FOR BL8069 - 1 PER WEIGHT \$63.00
BL8049-BOLT KIT FOR BL8069 - 1 PER WEIGHT(1) ALL-THREAD BOLT KIT FOR BL8069 \$15.00
BL8013-ALL-THREAD BOLT KIT FOR BL8069**Configured Price:** \$48,228.00**BUY BOARD Discount:** (\$9,645.60)**SUBTOTAL:** \$38,582.40

2Yr MX5400HSTC Extended Warranty (4000 hrs.) \$1,250.00

Factory Assembly: \$260.00

Dealer Assembly: \$588.50

Freight Cost: \$1,018.75

PDI: \$400.00

BB5276 RCF2072 \$3,302.50

ASSEMBLY AND DELIVERY \$1,095.00

Total Unit Price: \$46,497.15

Quantity Ordered: 1

Final Sales Price: \$46,497.15

**Purchase Order Must Reflect
the Final Sales Price**To order equipment - purchase orders must be made out and
returned to:

Kubota Tractor Corporation

Attn: National Accounts

1000 Kubota Drive

Grapevine, TX 76051

or email NA.Support@kubota.com

or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502

Fax: 956-968-4173

Email: rmachen@tellusequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 29571562

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Prepared For:
City Of Weslaco

Proposal For:
City Of Weslaco

Delivering Dealer:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

lneuhaus@tellusequip.com

Quote Prepared By:

R.d. Machen

rmachen@tellusequip.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Quote Summary

Prepared For:

City Of Weslaco
TX

Delivering Dealer:

Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

**USED EQUIPMENT SOLD AS IS WHERE IS.
NO WARRANTY IS WRITTEN OR IMPLIED
UNLESS REMAINING FACTORY WARRANTY
IS TRANSFERABLE.
CONSULT YOUR SALES TEAM FOR
DETAILS.**

Quote ID: 29571562
Created On: 07 September 2023
Last Modified On: 07 September 2023
Expiration Date: 20 October 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp) Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date: September 6, 2023	\$ 59,303.37	\$ 49,621.12 X	1 =	\$ 49,621.12
JOHN DEERE RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date: September 6, 2023	\$ 5,687.00	\$ 4,585.76 X	1 =	\$ 4,585.76
Equipment Total				\$ 54,206.88

Quote Summary

Equipment Total	\$ 54,206.88
Trade In	
SubTotal	\$ 54,206.88
Est. Service Agreement Tax	\$ 0.00
Total	\$ 54,206.88

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Balance Due

\$ 54,206.88

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 29571562

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)

Hours:
Suggested List *
Stock Number:
\$ 59,303.37

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Selling Price *
\$ 49,621.12

Price Effective Date: September 6, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
036BLV	4052R Compact Utility Tractor (40 PTO hp)	1	\$ 44,097.00	17.00	\$ 7,496.49	\$ 36,600.51	\$ 36,600.51
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Cab with Standard Seat	1	\$ 11,210.00	17.00	\$ 1,905.70	\$ 9,304.30	\$ 9,304.30
2660	Factory Installed Stereo	1	\$ 705.00	17.00	\$ 119.85	\$ 585.15	\$ 585.15
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -50.00	17.00	\$ -8.50	\$ -41.50	\$ -41.50
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 172.00	17.00	\$ 29.24	\$ 142.76	\$ 142.76
Standard Options Total			\$ 12,037.00		\$ 2,046.29	\$ 9,990.71	\$ 9,990.71
Dealer Attachments/Non-Contract/Open Market							
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	6	\$ 73.83	17.00	\$ 12.55	\$ 367.68	\$ 367.68
LVB25705	Front Quik-Tatch™ Weight Kit	1	\$ 52.80	17.00	\$ 8.98	\$ 43.82	\$ 43.82
BXX11094	Cab Beacon Light Kit	1	\$ 324.59	17.00	\$ 55.18	\$ 269.41	\$ 269.41
001	Non-Contract Hood Guard	1	\$ 899.00	0.00	\$ 0.00	\$ 899.00	\$ 899.00
002	Non-Contract Cab radio Kit	1	\$ 795.00	0.00	\$ 0.00	\$ 795.00	\$ 795.00
003	Non-Contract Back Up Alarm	1	\$ 655.00	0.00	\$ 0.00	\$ 655.00	\$ 655.00
Dealer Attachments Total			\$ 3,169.37		\$ 139.46	\$ 3,029.91	\$ 3,029.91

Selling Equipment

Quote Id: 29571562

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Total Selling Price	\$ 59,303.37	\$ 9,682.24	\$ 49,621.13

JOHN DEERE RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO

Equipment Notes:
Hours:
Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Price Effective Date: September 6, 2023

Suggested List *
\$ 5,687.00
Selling Price *
\$ 4,585.76

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22K4P	RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO	1	\$ 4,788.00	23.00	\$ 1,101.24	\$ 3,686.76	\$ 3,686.76
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
001	Non-Contract HD PTO Shields	1	\$ 899.00	0.00	\$ 0.00	\$ 899.00	\$ 899.00
Dealer Attachments Total			\$ 899.00		\$ 0.00	\$ 899.00	\$ 899.00
Total Selling Price			\$ 5,687.00		\$ 1,101.24	\$ 4,585.76	\$ 4,585.76



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6968	
From: JOEL RIVERA			
Subject: Discussion and consideration to accept the Jurisdictional and Interagency support Memorandum of Understanding with South Texas College Police Department (STC PD) and Weslaco Police Department (WPD) and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)			
Background: The Texas Education Code, Section 51.203 confers commissioned peace officers of the state institutions of higher education, jurisdiction, in all the counties in which property is owned, leased, rented, or otherwise under the control of the institution, and the commissioned peace officers of the City of Weslaco, and jurisdiction within the city limits and for certain purposes through the county. That the STC PD and the WPD shall abide by Article 1 through Article 7 of the MOU.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: WPD staff recommends approval of the MOU between STC PD and WPD			
Attachments, if any: Updated 8-25-2023 rs 2023 - 2024 STC PD Weslaco PD MOU			
Responsibilities upon Approval: After the MOU has been presented and approved, please have the City Mayor, City Secretary, and City Attorney sign and forward the original to Police Chief Joel Rivera for Signature.			

JURISDICTIONAL AND INTERAGENCY SUPPORT
MEMORANDUM OF UNDERSTANDING

SOUTH TEXAS COLLEGE POLICE DEPARTMENT
AND WESLACO POLICE DEPARTMENT

WHEREAS, The Texas Education Code, Section 51.203 confers on commissioned peace officers of state institutions of higher education, jurisdiction in all the counties in which property is owned, leased, rented, or otherwise under the control of the Institution, and

WHEREAS, The Texas Local Government Code confers on commissioned peace officers of City of Weslaco, jurisdiction within the city limits and for certain purposes throughout the county.

BE IT THEREFORE AGREED AS FOLLOWS: That the South Texas College Police Department (STCPD) and the Weslaco Police Department (WPD) shall abide by the following articles:

ARTICLE 1:

STCPD will assume primary jurisdiction within property owned, operated, rented or leased by South Texas College within the City of Weslaco (STC jurisdiction site), and WPD shall retain concurrent jurisdiction.

ARTICLE 2:

WPD will retain primary jurisdiction within the City of Weslaco outside of property owned, operated, rented or leased by South Texas College.

ARTICLE 3:

STCPD may exercise police powers outside of STC property as required by and/or authorized by law. WPD may exercise police powers within STC property located within the City of Weslaco as required and/or authorized by law and as further set forth herein below.

ARTICLE 4:

The department exercising primary jurisdiction will have on-scene incident command.

ARTICLE 5:

Follow-up investigations will be conducted by the department having primary jurisdiction of the incident.

ARTICLE 6:

Federal Clery Act Compliance

A. Pursuant to the Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, postsecondary schools are required to disclose statistics for certain crimes that occurred on campus and on public property within and immediately adjacent to school-owned buildings and property.

B. STCPD is required to disclose statistics that are reported to the department as well as to local and state law enforcement agencies.

C. The STCPD will provide a subscription to the STC Emergency Alert System for the WPD Chief of Police and his designees to ensure timely sharing of information regarding public safety alerts.

ARTICLE 7:

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Dr. Ricardo J. Solis
President
South Texas College Police Department

Date

Dr. Joel Rivera
Chief of Police
Weslaco Police Department

Date

ATTEST:

Norma Cantu
City Secretary
City of Weslaco

Date

David Suarez
Mayor
City of Weslaco

Date

Approved As to Form:

Juan Gonzalez
City Attorney
City of Weslaco

Date



Standardized Agenda Request Form

Date of Meeting: October 10, 2023		Agenda Item No. (to be assigned by CSO): 2023-6969	
From: JOEL RIVERA			
Subject: Discussion and consideration to accept the Addendum to Fugitive Task Force Memorandum of Understanding (MOU), regarding Body-Worn Camera use by Task Force Officers and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)			
Background: The Addendum governs that the U.S.M.S. Policy has advised the USMS that it will require that the Weslaco Specially Deputized Task Force Officer (TFO) assigned to the USMS Task Force use a body-worn camera (BWCs). Weslaco Police Department Agency and their TFOs will confirm within 30 days of the execution of this agreement it will complete the Partner Agency BWC Check List and provide the USMS details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFOs' use of the BWCs, including any retention policies, and training and access procedures.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: WPD staff recommends approval of the MOU between USMS and WPD			
Attachments, if any: 20230901_BWC Checklist, BWC MOU Addendum_09.01.23-KR			
Responsibilities upon Approval: After the MOU has been presented and approved, please have the City Mayor, City Secretary, and City Attorney sign and forward the original to Police Chief Joel Rivera for Signature.			

Please wait...

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Addendum to Fugitive Task Force Memorandum of Understanding
RE: Body-Worn Camera Use by Task Force Officers

This Addendum supplements the current Memorandum of Understanding (MOU) between the United States Marshals Service (USMS) and the

(Hereinafter referred to as “Partner Agency” or “TFO parent agency”)

Pursuant to the “U.S. Marshals – Body Worn Camera Interim Policy,” dated May 17, 2022, and any successor USMS Body Worn Camera Policy Directive (hereinafter referred to as “USMS Policy”), the above-named Partner Agency has advised the USMS that it will require its Specially Deputized Task Force Officers (TFO) assigned to the USMS Task Force to use body worn cameras (BWCs). This Addendum governs that use.

The parties hereby agree to the following:

- I. The Partner Agency and their TFOs will be advised of and adhere to the USMS Policy, USMS’s Standard Operating Procedures for Body-Worn Camera Program for Task Force Officers, and other applicable federal and USMS policies, procedures, regulations, and laws.
- II. The Partner Agency confirms that within thirty (30) days of execution of this agreement, it will complete the Partner Agency BWC Checklist and provide to the USMS details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFOs’ use of BWCs, including any retention policies, and training and access procedures.
- III. TFOs will follow the provisions set forth in this agreement for use of BWCs. Absent an express conflict with state law or partner agency policy, the provisions in this agreement control TFO use of parent-agency issued BWCs on USMS task force operations.
- IV. Use of BWCs During USMS Task Force Operations:
 - A. TFOs may use **only** Partner Agency-issued and Partner Agency-owned BWCs.
 - B. TFOs will be allowed to wear and activate their BWCs for the purposes of recording their actions during USMS Task Force operations only during:
 1. A planned attempt to serve an arrest warrant or other planned arrest; or,
 2. The execution of a search warrant.

- a. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs are authorized to activate their BWCs upon approaching a subject or premises and must deactivate their BWCs when the scene is secured as determined by the USMS Task Force Supervisor or Team Leader on the scene.
 1. For purposes of this agreement, the term “secured” means the scene is safe and under law enforcement control.
 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer.
- D. Unless parent agency BWC policy and/or state law conflicts, TFOs are authorized to wear and activate recording equipment, in accordance with USMS Policy, anywhere they are authorized to operate under the scope of their USMS TFO deputization (to include on enforcement actions crossing jurisdictional boundaries). Where parent agency BWC policy and/or state law conflicts with the USMS activation and deactivation parameters, TFO’s will follow the provisions in Appendix A that identify how to properly mark sections of a recording to ensure that the USMS task force operation captured on footage is easily identifiable. This will prevent the ingestion of non-task force related footage into the USMS video retention solution and allow USMS to promptly respond to requests for BWC footage.
- E. In the event a TFOs’ BWC is not working or is inoperable due to a technical problem or cannot be used due to physical damage, the TFO may participate in the operation without using a BWC if that continued participation is consistent with the Partner Agency policy.
- F. Even when BWC use would be permissible in the circumstances set forth in Section IV, subsection B, above, TFOs are prohibited from recording:
 1. Undercover or covert personnel and locations;
 2. Confidential informants or confidential sources;
 3. On-scene witness interviews prior to or after the operation; or
 4. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- G. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, TFOs are prohibited from activating their BWC if, as determined by the USMS, the TFO is:

1. Using specialized or sensitive investigative techniques;
2. Operating as part of a highly specialized or sensitive operation or group;
3. Operating in a sensitive area; or
4. Working in an undercover or covert status on behalf of the USMS Task Force or the USMS itself

H. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, subject to the discretion of the USMS, TFOs generally shall not use BWCs to record any activities related to investigations involving:

1. Public Corruption;
2. Medical Facilities;
3. National Security (including international and domestic terrorism investigations or cases involving classified information); or
4. Other sensitive investigations as determined by the USMS.

V. Partner Agency Internal Controls:

- A. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recording(s), and associated metadata, from TFO BWCs made while the TFO is working under federal authority, including when executing state and local warrants adopted by the USMS.
- B. The Partner Agency will provide and maintain central points-of-contact (POC), at a minimum two POCs, a primary and secondary, for the USMS on BWC matters. The Partner Agency will notify the USMS of any change to the POCs.
- C. The Partner Agency will notify the USMS of any change in state or local law or policy that will modify how TFOs must use BWCs and handle recordings.
- D. The Partner Agency will notify the USMS prior to making any change in agency policy that will affect the MOU Addendum or the storage, transfer, or redaction of TFO BWC recordings.
- E. The Partner Agency will provide specifications to USMS personnel on the BWC capabilities and operation.
- F. If applicable, the Partner Agency will restrict access to any TFO BWC GPS and/or livestream capability as required by the USMS.

VI. Handling of TFO BWC Recordings Made During USMS Task Force Operations:

- A. After a Task Force Operation, the TFO will upload any BWC footage into the Partner Agency’s video retention system (VRS) and share a copy of that footage

with the USMS. All copies of TFO BWC recordings made during federal Task Force Operations and shared with the USMS via the USMS VRS shall be deemed federal records of the DOJ/USMS pursuant to the Presidential and Federal Records Act Amendments of 2014 (Pub. L. No. 113-187, enacted November 26, 2014), and subject to federal disclosure rules and regulations, including the Freedom of Information Act (FOIA, 5 U.S.C. § 552) and Privacy Act of 1974. The original footage that remains in the custody of the Partner Agency shall not be disseminated by the TFO or TFO Partner Agency without advance written notification to the USMS of the intention to do so as soon as practicable

- B. The Partner Agency will provide full, unredacted, duplicate copies of TFO BWC recordings to the USMS for all activations that record data of USMS Task Force- related Operations. The existence of TFO BWC recordings relating to a USMS Task Force Operation must be recorded in the USMS authorized record system. Additionally, an unredacted copy of any recording to be released by the TFO Partner Agency shall be provided to the USMS prior to said release.
- C. The Partner Agency is authorized to use the original TFO BWC recordings for internal review of its personnel consistent with the Partner Agency's policies and procedures but may not disseminate the BWC recording outside the Partner Agency or publicly release the footage without advance written notification to the USMS. The Partner Agency's original TFO BWC recording is subject to the relevant state open records laws and state retention requirements.
- D. The Partner Agency will notify the USMS immediately of any unauthorized access to TFO BWC recordings discovered by the Partner Agency. The Partner Agency will cooperate fully with the USMS in the investigation of any unauthorized access to or disclosure of TFO BWC recordings, including providing the USMS with the name(s) of any Partner Agency personnel determined by the Partner Agency to be involved in unauthorized access, copying, or disclosure.
- E. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information. The premature disclosure of these recordings could reasonably be expected to interfere with enforcement proceedings. TFO BWC recordings may be potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination and therefore are deemed privileged, absent appropriate redaction prior to disclosure or dissemination. Further, BWC recordings may be entirely exempt from public release or other disclosure or dissemination under applicable federal and state laws, rules, and policy.
- F. If a TFO BWC recording involves a "reportable incident," as defined below, or involves another time-sensitive or urgent situation, the Partner Agency will provide the USMS access to copies on an expedited basis, including during non-business

hours.

1. For purposes of this provision, “reportable incident” means:
 - a. shooting incident;
 - b. any incident which involves serious bodily injury, death, or where any enforcement action by USMS personnel resulted in the use of force or deadly force;
 - c. physical assault or attempted physical assault on a Law Enforcement Officer; and
 - d. intentional damage to any facility, conveyance, or other property owned by USMS.
- G. The Partner Agency will provide witnesses, as needed, to authenticate TFO recordings in litigation.
- H. The Partner Agency will inform the USMS of the length of time TFO BWC recordings will be retained by the Partner Agency before deletion.
- I. The Partner Agency will notify the USMS in writing as soon as possible regarding any request or demand for release or disclosure of TFO BWC recordings. In all circumstances, TFO BWC recordings may only be disseminated in accordance with the requirements contained within this MOU addendum.
- J. Expedited Public Release: If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFOs’ Partner Agency shall notify the USMS as early as possible if it desires to publicly release the recording(s). Following the notification, the TFO’s Partner Agency may immediately release the recording(s) with any redactions as appropriate, giving as much advance notice as possible to the USMS as to the time and manner of its release. The USMS will expeditiously review the recording(s) as soon as practical.
 1. The notification to the USMS shall be made to the local United States Marshal or the Regional Fugitive Task Force (RFTF) Commander which supervises the Task Force on which the TFO serves. Additionally, those personnel will notify the Assistant Director (AD) of the USMS Investigative Operations Division (IOD). The local U.S. Marshal and/or RFTF Commander and AD, IOD will provide further notifications within the USMS as appropriate.
- K. An USMS enforcement action or incident may require additional support from law enforcement officers with the Partner Agency. In the event those assisting law enforcement officers have BWCs, any captured video from

those cameras will be made available by the Partner Agency to the USMS upon request.

- VII. The USMS will ensure that all USMS Task Force partner agencies are informed of which other partner agencies, if any, mandate BWC use by their respective TFOs and are authorized to have their TFOs wear BWCs on the USMS Task Force.
- VIII. If the Partner Agency fails to comply with any part of this Addendum, the relationship established under the Task Force Memorandum of Understanding may be immediately terminated.

Digital signatures are preferred

PARTNER AGENCY:

Name: _____

Phone: _____

Location (City and State): _____

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: _____

Signature: _____

Date: _____

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:

Print Name and Title: _____

Signature: _____

Date: _____

UNITED STATES MARSHAL:

Print Name and Title: _____

District: _____

Signature: _____

Date _____

Note: Signed Addendum MUST be submitted to the Investigative Operations Division with other required documentation to obtain authorization for participation in the TFO BWC Program prior to TFOs deploying with BWCs on USMS operations. The executed Addendum should be retained locally with the executed USMS Fugitive Task Force MOU.