



**A REGULAR MEETING  
OF THE WESLACO CITY COMMISSION  
WEDNESDAY, OCTOBER 8, 2025**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Wednesday, October 8, 2025 at 4:30 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 - Catholic Daughters of the Americas' Day — October 19, 2025
  - 2) Proclamation - October Breast Cancer Awareness Month
  - 3) Proclamation Deaf Awareness Week

**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. 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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

- A. Approval of the record and minutes for August 5 and August 19, 2025 and the record and minutes for September 2, 2025 and Special Meeting of October 6, 2025. (Staffed by City Secretary Department.) Attachment.
- B. Approval of Resolution No. 2025-59 to enter into an agreement with TxDOT for closures of streets for a public event in the city limits of Weslaco being a portion of Hwy. Business 83 eastbound and westbound streets for the Annual South Texas International Marathon event on December 7, 2025; approval of Resolution 2025-60 supporting the marathon; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Building Maintenance, Police, Fire, and EMS Department. (Staffed by Fire Department.)
- C. Approval of a request from Valley Nature Center to close Gibson Park to the public on November 8, 2025, for the 13th Brew in the Woods annual fundraiser and allow to serve alcohol during the event. (Requested by Valley Nature Center.)
- D. Approval for staff to solicit bids for waterworks collection materials, distribution materials, and storm construction materials. (Staffed by Public Works Department)
- E. Approval on renewal of the Interlocal Agreement between the County of Hidalgo and the City of Weslaco to provide and receive pickup and disposal service of commercial waste for the Sheriff's East Substation for one year. (Staffed by Public Works Department.)
- F. Approval to use Court Technology Funds to pay for the yearly fee for Incode Version 9 software services for Municipal Court, including the Court Case Management and the System software Non-SQL Maintenance for the cycle starting October 1, 2025, and ending September 30, 2026, for the amount not to exceed \$12,226.08. (Staffed by Municipal Court).
- G. 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 for an amount not to exceed \$90,000 effective October 1, 2025, through September 30, 2026. (Staffed by Finance Department.) Attachment.
- H. 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, 2025, through September 30, 2026. (Staffed by Finance Department.) Attachment.
- I. Approval of the Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between the City of Weslaco and the following:



- 1) Weslaco Chamber of Commerce for \$; 360,795
- 2) Frontera Audubon Society for \$50,000; and
- 3) Lower Rio Grande Valley Nature Center for \$ 99,160  
(Staffed by Finance Department.) Attachment.

- J. Approval of Resolution 2025-63 amending the authorized representatives for TexPool/Texpool Prime investment funds for the City of Weslaco. (Staffed by Finance Department.)
- K. Approval for staff to solicit proposals for the financing of a Spartan Gladiator Pumper for an amount not to exceed \$1,582,819.00. (Staffed by Finance Department.)
- L. Approval of the affiliation agreement between Weslaco Fire Department and Rapid Response Training Center, LLC to provide clinical learning experiences to students. (Staffed by Fire Department.) Attachment.
- M. Approval of the Memorandum of Understanding between the constituent agencies of the Texas Anti-Gang (TAG) Center — Rio Grande Valley. (Staffed by the Police Department.)
- N. Approval on the request from First Baptist Church for street closure from 4:00 pm to 8:00 pm for Kansas Street between 6th and 7th Street for their Fall Festival on October 29, 2025. (Staffed by Asst. City Manager.)
- O. Approval to authorize staff to solicit bids for the repair of two surface water pumps at the City of Weslaco Water Treatment Plant. (Staffed by Engineering Department.)
- P. Approval to authorize staff to solicit bids for milling and repaving of the Pleasantview Drive roadway between Business 83 and the IH-2 Eastbound frontage road, an existing collector roadway within the City of Weslaco. (Staffed by Engineering Department.)
- Q. Approval of the Lease Agreement for the use of Mayor Pablo Pena Park for the Boys and Girls Winter softball league program from November 1st 2025 - January 31st 2026. (Staffed by Parks and Recreation Department.)

#### **IV. APPOINTMENTS**

- A. Discussion and consideration on Resolution 2025-61 appointing a member to the Board of Adjustments and Appeals-Zoning. (Staffed by City Secretary Department.) Attachment.

#### **V. NEW BUSINESS**

- A. Discussion and consideration of Ordinance 2025-25 for de-annexation request from the property owner of 3921 E IH 2 described as ADAMS TRACT AN IRR TR N479-24'-E205.38'-W827.55' EXC S167.4'-N479.24'-E114.5'-W827.55' FT 1100 1.64AC NET, Weslaco, Hidalgo County, Texas. First reading on Ordinance 2025-25. (Staffed by Planning and Code Enforcement Department.) Attachment.
- B. Discussion and consideration on Ordinance 2025-26 for de-annexation request from

the property owner of 4007 E IH 2 being Lot 8, Dellinger Subdivision, Weslaco, Hidalgo County, Texas. First reading on Ordinance 2025-26. (Staffed by Planning and Code Enforcement Department.) Attachment.

- C. Discussion and consideration on Ordinance 2025-27 for de-annexation request from the property owner of 4015 E IH 2 being Lot 7, Dellinger Subdivision, Weslaco, Hidalgo County, Texas. First reading on Ordinance 2025-27. (Staffed by Planning and Code Enforcement Department.) Attachment.
- D. Discussion and consideration of the Interlocal Agreements with the following entities for animal control operations:
  - 1. City of Alamo
  - 2. City of Donna
  - 3. City of Edcouch
  - 4. City of Mercedes
  - 5. City of Penitas
  - 6. City of Pharr
  - 7. City of San Juan
  - 8. Willacy County(Staffed by Animal Care Services Department.) Attachment.
- E. Discussion and consideration on Resolution 2025-62 to adopt the annual Investment Policy for the City of Weslaco. (Staffed by Finance Department.) Attachment.
- F. Discussion and consideration to amend and adopt revisions to the City of Weslaco purchasing policy, including the Purchasing Card Policy, and to adopt Resolution 2025-65 establishing a Local Preference Policy pursuant to Texas Local Government Code §271.9051. (Staffed by Finance Department.) Attachment.
- G. Discussion and consideration to award RFP No. 2024-25-42 for a Route Management System for Solid Waste Operations to Waste Innovations Systems, Inc. (Staffed by Public Works Department.) Attachment.
- H. Discussion and approval to proceed with an overlay project on East Pike Street from Texas Avenue to Nevada Avenue to not exceed \$265,123 to include the asphalt, oil, and the pavement markings. (Staffed by Public Works Department.) Attachment.
- I. Discussion and consideration to award RFB No.: 2024-25-43 for Harlon Block Memorial to lowest and most responsible bidder, EB Merit Construction, for the amount of \$183,988.00 as determined through the competitive procurement process. (Staffed by Parks and Recreation Department.) Attachment.
- J. Discussion and consideration of final payment to FireTrucks Unlimited for the full refurbishment of 2008 Pierce Velocity Unit 566. (Staffed by Fire Department.) Attachment.

- K. Discussion and consideration to authorize staff to enter into negotiations with Valley Risk Consulting for the purpose of finalizing enrollment costs with Blue Cross Blue Shield. (Staffed by Assistant City Manager.)
- L. Discussion and consideration of Ordinance 2025-28 amending Ordinance 2016-16 codified as Chapter 38 Cemetery General Regulations regarding monument size. First reading of Ordinance 2025-28. (Staffed by Parks and Recreation Department.)
- M. Discussion and consideration to approve Resolution 2025-66 authorizing the sale of City-owned real property being approximately 9.688 acres, more or less, out of Farm Tract 828, West Tract Subdivision, Hidalgo County, Texas, along Mile 5 North Road, and further authorizing the Mayor to execute all documents necessary to effectuate the sale. (Staffed by Assistant City Manager.) 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 Assistant City Managers for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.
- C. Legal Consultation – Discussion 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.

- D. Real Property — Consultation with the City Attorney on the sale of real property described as Lots 9-10, Block 6, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- E. Real Property - Consultation with City Attorney on the acquisition of right of ways within the city of Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- F. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Sweet Onion as authorized by Section §551.087 of the Texas Local Government Code.

**VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION**

**VIII. ADJOURNMENT**

I certify that the agenda **Notice of a Regular Meeting of the Weslaco City Commission** is true and correct; and that I posted the agenda on the bulletin board, a place convenient and readily accessible to the public on 2nd day of October 2025 on or before 4:30 pm in accordance with the Texas Open Meetings Act (Tex. Gov't Code 551-041 – 551.050) and Section 418.016 Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

*Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.*

**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

|                                                                                                                                                                                                                                     |                 |                                                             |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                          |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-766 |  |
| <b>From:</b>                                                                                                                                                                                                                        |                 |                                                             |  |
| <b>Subject:</b><br>Approval of the record and minutes for August 5 and August 19, 2025 and the record and minutes for September 2, 2025 and Special Meeting of October 6, 2025. (Staffed by City Secretary Department.) Attachment. |                 |                                                             |  |
| <b>Background:</b><br>Record of commission action for workshops and regular meetings held August 5, September 2, 2025 and Special Meeting of October 6, 2025.                                                                       |                 |                                                             |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                 |                 |                                                             |  |
| Amount:                                                                                                                                                                                                                             | Term of Impact: | Identified in Current Budget:                               |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                             |                 |                                                             |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                        |                 |                                                             |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                       |                 |                                                             |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                           |                 |                                                             |  |
| NORMA CANTU<br>ADELAIDA VEGA<br>Xavier Salinas                                                                                                                                                                                      |                 | Created                                                     |  |
| <b>City Manager Comments:</b><br>Approve subject to any comments from the governing body.                                                                                                                                           |                 |                                                             |  |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                                                                                            |                 |                                                             |  |
| <b>Attachments, if any:</b><br>250819 Record, 250902 minutes, 250819 Record, 250819 minutes                                                                                                                                         |                 |                                                             |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                              |                 |                                                             |  |



**RECORD OF WORKSHOP  
WESLACO CITY COMMISSION  
TUESDAY, AUGUST 19, 2025**

On this 19<sup>th</sup> day of August 2025 at 4:14 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop in the Legislative Chamber Room located at 255 S. Kansas Avenue with the following members present:

|                       |                |                       |
|-----------------------|----------------|-----------------------|
| <b>PRESENT:</b>       | Mayor          | Adrian Gonzalez       |
|                       | Commissioner   | Adrian Farias         |
|                       | Commissioner   | Letty Lopez           |
|                       | Commissioner   | JP Rodriguez          |
|                       | Commissioner   | Pete Garcia Jr.       |
| <b>ABSENT:</b>        | Mayor Pro Tem  | Israel Gonzalez Jr.   |
|                       | Commissioner   | Josh Pedraza          |
|                       | Commissioner   | JP Rodriguez          |
| <b>STAFF PRESENT:</b> | Xavier Salinas | Asst. City Manager    |
|                       | Norma A. Cantu | City Secretary        |
|                       | Andrea Vela    | Interim City Attorney |

Also present: Omar Rodriguez, Interim Asst. City Manager/Director of Parks and Recreation, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Planning and Code Enforcement Director, Peter Hermida, City Engineer, Antonio Lopez, Fire Chief, Robert Lopez, Police Chief, David Arce, Public Works Director, Maricarmen Garcia, Asst. Library Director, Rick Mendoza, IT Director, Lily Alvarez, Airport Director, Lucio Garza, Inframark and other staff members.

**I. CALL TO ORDER**

**A. Certification of Public Notice.**

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Wednesday, August 13, 2025.

**B. Roll Call.**

Norma A. Cantu, City Secretary, conducted a roll call to show attendees.

**II. NEW BUSINESS**

**A. Discussion and presentation on D&M Leasing Agreement for city units. (Staffed by Finance Department.)**

Rosie Cavazos, Finance Director, stated representatives from D&M Leasing were in attendance to present an analysis for the city's white fleet (vehicles used by building maintenance, public works, and other departments).

Ed Kane, D&M Leasing, stated the company is headquartered in Fort Worth with offices throughout Texas; is the largest consumer leasing company with a government division with the State of Texas with vehicle leasing programs that can have cost savings compared to purchasing vehicles outright; went over the concept of a fleet leasing program that would offer operating vehicles throughout the useful life, able to dispose of vehicles before maintenance costs increase significantly, before resale value drops and managing the fleet maintenance, fuel, reporting and analytics for the city.

Mr. Jerry Hadad, Senior Vice President of Sales, presented an analysis showing potential savings for Weslaco if they moved to a leasing model for police units and white fleet with the goal to have the lowest cost of ownership and have a six-year replacement program for the white fleet units for the city; also stated D&M leased both vehicles and equipment, including fire trucks, garbage trucks, and other specialty vehicles.

In response to the Commission, Mr. Hadad stated that Jennifer Garcia, their regional representative for the Valley, would work directly with departments to determine specifications for any needed vehicles; clarified that unlike personal vehicle leases, government leases through D&M have no wear and tear penalties, unlimited mileage, vehicle-specific lease terms based on usage patterns and the ability to extend leases or purchase vehicles at the end of term if desired.

Xavier Salinas, Asst. City Manager, stated that the true savings would come from not having to purchase vehicles outright.

Rosie Cavazos stated a lease option could avoid having large lump sum vehicle expenditures to the budget simultaneously.

Jerry Hadad stated should the city wish to pursue they would meet with each department to analyze needs, develop a comprehensive fleet plan for the next 5+ years, present a proposal to the Commission for approval and stressed that vehicle order banks are already open for many 2026 models, and early orders would ensure better pricing and delivery timing.

B. Discussion and presentation on the list of street overlay improvements. (Staffed by Public Works Department.)

No discussion.

C. Discussion and presentation from outside agencies for the City of Weslaco Fiscal Year 2025-2026 Budget. (Staffed by Finance Department.)

Barbara Jean Garza, CEO Chamber of Commerce and Visitor Center, presented their budget request for Hotel Occupancy Tax funds; highlighted 28,000 visitors received an increase from last



years of 14,000, local festivals and programs brought over 50,000 visitors to Weslaco, marketing campaigns include billboards across the Rio Grande Valley and internationally in Mexico, went over upcoming partnership with Texas Highways magazine for both digital and print promotion, project planning continued for the Onion statue, for murals, including a large mural at the Weslaco Museum area and additional smaller murals around town and potential beautification of concrete pipes and water towers around the city.

Mr. Steve Valdez, Mr. George, and Ms. Sandra Charlton presented the EDC budget that included their current financial position, accounts with strong financial standing, debt balance related to industrial park development, CD investments earning rates higher than debt interest rates; budget objectives were carry larger liquid asset balance and align goals with the city; income projections had \$5.2 million in projected sales tax income (conservative) \$100,000 in CD income, \$212,000 in checking account interest (at 3.45% blended rate), \$2 million projected from industrial park land sales with a total projected income of \$8 million; expenditures included benefits for EDC employees that aligned with city benefits, a major balloon payment of approximately \$5.4 million due August 1, 2026, marketing initiatives to promote Weslaco, grant programs included the Weslaco 100, facades, and new educational grants, Project Nexus acquisition and Phase 1/2 development, joint projects with the city included \$100,000 for city parks (a 5-year commitment), \$125,000 for Project 26F.

Mayor Gonzalez requested a workshop in September to develop a 3–5-year strategic plan and ensure the goals and objections between the city and EDC align. He also emphasized the need for downtown beautification, including sidewalk improvements on side streets like Missouri and Kansas.

Ms. Chris Warren, Frontera Audubon Society, presented a request for \$50,000, noting it was slightly less than the previous year's request. She highlighted a special event involving the Mexican Violet Ear Hummingbird attracted visitors from across the state during May and June and went over upcoming fundraisers in November and Spring.

Holly Johnson, Valley Nature Center, requested \$99,160, an increase from the previous year; recapped their activities that included attendance of 5 nature trade shows representing Weslaco that reached approximately 5,600 attendees, generated 526 confirmed hotel nights, the Spring Chirp Festival attracted visitors from 17 states with 87% rating Weslaco as "fantastic" and used all Weslaco businesses as their vendors. The additional funds requested would help hire an individual to maintain their high-quality service and their standards.

Rosie Cavazos noted that one additional outside agency, the Boys and Girls Club, was unable to attend. They receive \$75,000 annually from the city's general fund and no increase was requested for the upcoming fiscal year.

The commission did not enter the executive session portion of the workshop.

### **III. EXECUTIVE SESSION**

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

B. Legal Consultation – Discussion 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.

C. Legal Consultation – Consultation with the Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter as authorized by Section §551.071(2) of the Texas Government Code.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

E. Legal Consultation-Consultation with City Attorney regarding lawsuit styled Christopher De Leon d/b/a De Leon Aircraft Maintenance Professional vs. City of Weslaco Cause Number 7:22-CV-00210 pending in the United States District Court, Southern District of Texas, as authorized by Section 551.071 of the Texas Government Code.

F. Legal Consultation - Consultation with City Attorney regarding Adan Ortiz vs. Weslaco Police Department Small Claims Citation SC25-0030-J12 as authorized by Section 551.071 of the Texas Government Code.

G. Real Property - Consultation with City Attorney on the sale of real property located at Mid-Valley Airport, 1909 Joe Stephens relating to Hanger W20 as authorized by Section §551.072 of the Texas Government Code.

H. Real Property - Discussion regarding the sale, purchase, exchange, lease or value of state-owned property being the northeast and southwest jughandles located along IH 2 and FM 1015 (International Blvd.) in Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

I. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.

#### **IV. ADJOURNMENT**

Commissioner Pedraza seconded by Commissioner Lopez moved to adjourn the workshop meeting of August 19, 2025, at 5:30 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

**CITY OF WESLACO**

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF REGULAR MEETING  
WESLACO CITY COMMISSION  
SEPTEMBER 2, 2025**

On Tuesday, September 2, 2025, 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 members' present:

|                |                |                       |
|----------------|----------------|-----------------------|
| PRESENT:       | Mayor          | Adrian Gonzalez       |
|                | Mayor Pro Tem  | Israel Gonzalez Jr.   |
|                | Commissioner   | Letty Lopez           |
|                | Commissioner   | JP Rodriguez          |
|                | Commissioner   | Josh Pedraza          |
|                | Commissioner   | Pete Garcia Jr.       |
| ABSENT:        | Commissioner   | Adrian Farias         |
| STAFF PRESENT: | Xavier Salinas | Asst. City Manager    |
|                | Norma A. Cantu | City Secretary        |
|                | Andrea Vela    | Interim City Attorney |

Also present: Omar Rodriguez, Interim Asst. City Manager/Parks and Recreation Director, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Joe Pedraza, Asst. Director of Planning and Code Enforcement, Arnold Becho, Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Robert Lopez, Police Chief, David Arce, Public Works Director, Rosa Badillo, Court Coordinator, Lily Alvarez, Airport Director, George Quilantan and Lucio Garza, Inframark and other staff members.

**I. CALL TO ORDER**

**A. Certification of Public Notice.**

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Wednesday, August 26, 2025.

Mayor Gonzalez expressed condolences on the passing of our canine Officer Shayne to the Police Department staff and especially Officer Rodriguez, who was Officer Shayne's caregiver and partner. Mayor Gonzalez acknowledged that Officer Shayne attended school events and was loved by the children, staff and the community.

**B. Invocation.**

Pastor Lindsey Lyle, Jesus Christ of Latter-Day Saints Church led the invocation.

**C. Pledge of Allegiance.**

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

D. Roll Call.

Norma A. Cantu, City Secretary called the roll and noted the absence of Commissioner Farias and a quorum present.

E. Mayoral recognition.

1) Proclamation - 70th Anniversary of Constitution Week.

Mayor Gonzalez and the City Commission proclaimed and recognized the 70th Anniversary of Constitution Week, noting that September 17, 2025, marks the 238th anniversary of the drafting of the United States Constitution. Members of the Rio Grande Chapter NSDAR (National Society Daughters of the American Revolution) were present for the proclamation.

**II. PUBLIC COMMENTS**

Sandra Reyna voiced safety concerns regarding traffic enforcement; described an incident that occurred at the intersection of Texas Boulevard and Second Street, where a driver cut in front of her despite her having the right of way and disappointed the violator was not pursued; filed a report and told minor traffic violations were difficult to enforce due to lack of officers; requested the city look at installing cameras at traffic lights and urged the Commission to prioritize recruiting more police officers, especially with the city's growing population.

Alicia Vargas, 105 North Liberty, expressed concerns about the police department's handling of juvenile harassment issues in her neighborhood; commented that officers had refused to take reports regarding juveniles who were harassing her family; described a recent incident where juveniles threatened her son-in-law, saying the responding officer did not consider it important and left without taking a report; stated that despite having security cameras and identifying the individuals involved, officers never filed a report and questioned the purpose of having officers respond if they take no action.

**III. REPORTS**

A. Weslaco Chamber of Commerce Visitor and Event Center.

Barbara Jean Garza, CEO, presented the destination marketing report for August 2025 showed expenditures were \$10,095; highlighted recent events included ribbon cutting for Edward Holmes, a groundbreaking for the Shops at Westgate, a home dedication ceremony with Habitat for Humanity, a networking lunch, the Back to School Teacher Fair, Lemonade Day Awards, an investors luncheon, and a Leadership Mid Valley graduation for class 19; visitors received was 367 in August and hosted 13 facility reservations; recruiting for Leadership Mid Valley's 20th class and would be submitting a request for a proclamation to recognize the Lemonade Day program winners.

B. Weslaco Economic Development Corporation.

Steve Valdez, Executive Director, reported on the upcoming groundbreaking ceremony for Sam's Club scheduled for September 4 at 10:00am; and stated this represented the largest single retail acquisition in EDC's history; highlighted the event would include replica arches made by city staff, custom boxes representing the city, EDC, and Chamber, and a tent with seating for at least 100 people. He emphasized the importance of showing community support to demonstrate to Sam's Club that they made the right choice in coming to Weslaco.

C. Engineering - Update on the Kansas/Los Torritos Drainage Project.

Peter Hermida, City Engineer, reported that the contractor is expecting to receive drainage boxes within the next two weeks and may start removing pavement on the west side heading toward Agustodero; coordinated efforts (before road removal) included arrangements with solid waste management for trash pickup and with the USPS postmaster for mail delivery. The irrigation district has completed planning and structured the pipe to the east, allowing work to proceed underneath; excavation is 30% completed, with progress slowing due to fewer dump trucks being available. The contractor had cast approximately 75 linear feet of concrete reinforced box culverts, with pre-cast boxes expected to arrive in 2-3 weeks; closure began on July 31 for Dolores Huerta Street and excavation there reached 20-22 feet in depth. Showed drone footage of progress toward Mayor Pablo Pena Park and noted that approximately 54,000 cubic yards of material have been moved and noted the importance of this project benefits the area in terms of drainage improvement.

**IV. PUBLIC HEARING**

A. To solicit input from the public regarding the City of Weslaco's proposed budget for Fiscal Year 2025-2026 commencing October 1, 2025, and ending on September 30, 2026, pursuant to Local Government Code 102.006. (Staffed by Finance Department.)

Mayor Pro Tem Gonzalez Jr. seconded by Commissioner Rodriguez moved to open the public hearing. The motion carried unanimously; Mayor Gonzalez was present and voting.

No comments received.

Mayor Pro Tem Gonzalez Jr. seconded by Commissioner Rodriguez moved to close the public hearing. The motion carried unanimously; Mayor Gonzalez 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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

A. Approval of the Record for the Workshop Meeting of July 1, 2025. (Staffed by City Secretary's Department.)

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

1) Ordinance 2025-18 to rezone 2625 N Westgate Dr. Also being 1.750 acre out of Farm Tract 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary & Highway District. First reading held August 19, 2025. (Staffe by Planning & Code Enforcement Department.)

C. Approval to enter into a Memorandum of Understanding between the BCFS Health & Human Services Division and the Weslaco Police Department. (Staffed by Police Department.)

D. Approval of the landowners' petition from Willis John Taylor Jr. for the release of property located in the City's Extraterritorial Jurisdiction is described as Tract I being 2.441 acres and Tract II 0.5812 acres out of Farm Tract 246, West and Adams Tracts Subdivision, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)

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

Following for the record is caption for Ordinance 2025-18.

#### ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 2625 N WESTGATE DR. ALSO BEING 1.750 ACRE OUT OF FARM TRACT 143, WEST TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY & HIGHWAY DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

CITY OF WESLACO  
/s/Adrian Gonzalez, MAYOR

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

APPROVED AS TO FORM:  
/s/Benjamin Castillo, INTERIM CITY ATTORNEY

## **VI. APPOINTMENTS**

A. Discussion and consideration on Resolution 2025-55 appointing a member to the Weslaco Beautification Committee for a term ending March 19, 2027. (Staffed by City Secretary Department.)

Norma A. Cantu, City Secretary, stated Mary Anne Perez was being nominated by Commissioner Lopez to fill a vacancy on the Weslaco Beautification Committee for a term ending March 19, 2027.

Commissioner Rodriguez seconded by Commissioner Garcia Jr. moved to approve Resolution 2025-55 appointing Mary Ann Perez to the Weslaco Beautification Committee as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

## **VII. NEW BUSINESS**

A. Discussion and consideration on Ordinance 2025-19 adopting the City of Weslaco's budget appropriations for Fiscal Year 2025-2026, commencing October 1, 2025, and ending September 30, 2026. First reading of Ordinance 2025-19. ROLL CALL VOTE REQUIRED. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated a balanced budget had been prepared that reflected fiscal responsibility and workshops were conducted for comments for any adjustments; the proposed budget was advertised on August 27 for two public hearings, with tonight being the first. Staff recommended approval of the first reading of Ordinance 2025-19.

Commissioner Pedraza, seconded by Mayor Pro Tem Gonzalez Jr. moved to approve Ordinance 2025-19 adopting the City of Weslaco's budget for Fiscal Year 2025-2026.

Mayor Gonzalez called for roll call vote.

By roll call vote the motion carried.

B. Discussion and consideration on Ordinance 2025-20 amending Ordinance 2024-25 the Master Fee Schedule. First reading of Ordinance 2025-20. (Staffed by Finance Department.)

Rosie Cavazos presented the proposed master fee schedule for fiscal year 2026; noted several departments had updated to ensure fees reflected full cost recovery, align with market rates, and comply with recent ordinances; a fee comparison with other cities was done to maintain consistency and competitiveness; proposed amendments included adjustments for finance, police, planning, engineering, animal care, and airport department. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Garcia Jr. moved to approve Ordinance 2024-25 the Master Fee Schedule as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration on Ordinance 2025-21 establishing Series 2025 Construction Fund. First and final reading of Ordinance 2025-21. (Staffed by the Finance Department.)

Rosie Cavazos stated the Series 2025 bond proceeds of \$30million had been received on August 27, 2025. The proposed ordinance would establish the fund as 419 to be named the 2025 Construction Fund. Staff recommended approval of the ordinance for the creation of a dedicated fund for the bond proceeds.



Commissioner Rodriguez seconded by Pedraza moved to approve Ordinance 2025-21 establishing Series 2025 Construction Fund as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration to accept a surveillance trailer from US Border Patrol funded by Operation Stonegarden for an amount not to exceed \$52,000.00 with no match required. (Staffed by Police Department.)

Armando Espinoza, Asst. Police Chief explained that additional funding became available through Operation Stonegarden for a surveillance trailer costing approximately \$52,000. The purchase would be made by Border Patrol and given to the city with no match required. Staff recommended approval.

In response to Commissioner Rodriguez, staff stated the intended use of the trailer would be used as needed for operational requirements from Border Patrol, city events, and surveillance of high-crime areas and stated this would be a brand-new trailer and would be the city's second such unit.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and accept a surveillance trailer from US Border Patrol funded by Operation Stonegarden for an amount not to exceed \$52,000.00 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Discussion and consideration adopting Ordinance 2025-22 amending Ordinance 2023-41 the City of Weslaco Traffic Ordinance to provide for the addition of Outlet Street to Section 134-133 for parking and stopping prohibited during certain hours on certain streets. First reading of Ordinance 2025-22. (Staffed by Police Department.)

Armando Espinoza stated concerns have been raised regarding the outlet street from Blanca Street to Los Torritos for emergency vehicle access; the narrow street, combined with parked vehicles from residences and businesses, was hindering emergency responses. Staff recommended approval of the proposed ordinance would prohibit parking on both sides of Outlet Street from the intersection of East Los Torito Street to East Mesquite Street, and on the west side of Outlet Street from East Mesquite Street to Casablanca Street.

Armando Espinoza further stated the ordinance would help with beautification of the area by preventing junk vehicles from parking along the roadway.

Commissioner Lopez seconded by Mayor Pro Tem Gonzalez Jr moved to approve Ordinance 2025-22 amending Ordinance 2023-41 the City of Weslaco Traffic Ordinance to provide for the addition of Outlet Street to Section 134-133 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration to award the Commercial Insurance package to the best qualified, most advantageous bidder. (Staffed by Human Resources Department.)

Luz Galindo, HR Director, stated two proposals were received; one was for cybersecurity only and was not evaluated. The other proposal came from Texas Municipal League at an estimated annual premium of \$994,134, reflecting an increase of 16.74% . Staff noted the rate increases were assessed to all pool members and due to increasing claim values. Staff recommended approval to award Texas Municipal League.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve Texas Municipal League at an estimated annual premium of \$994,134 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration to adopt new lease rates at Mid-Valley Airport as recommended by Airport Advisory Board. (Staffed by Airport Department.)

Lily Alvarez, Airport Director, stated previous commission action approved AMCG, to conduct a rent study for the airport hangers; study was completed in May, and was reviewed by the Mid-Valley Airport Advisory Board; presented current rates, recommended rates and proposed rates; the goal was to standardize rates based on square footage; the airport had designated zones of 1, 2 and 3 and noted the corporate hangers were designated in a zone 2, the study had a significant recommended increase that affected six corporate hangars owned by the city. Staff indicated these tenants had made significant personal investments in improvements despite ongoing maintenance issues and the airport advisory board recommended more moderate increases for these hangars. Mr. Randy Summers, Chairman, was in attendance for any questions.

The Mid-Valley Airport Advisory Board and staff approved the proposed rates; recommended implementing the new rates effective January 1, 2026, allowing three months to prepare leases, conduct negotiations, and give tenants with businesses time to budget for the increases.

Commissioner Lopez seconded by Mayor Pro Tem Gonzalez Jr. moved to approve and adopt new lease rates at Mid-Valley Airport as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration to award bid for Furniture, Fixtures, Library Shelving, & Equipment (FF&E) for the new Mayor Joe V. Sanchez Public Library. (Staffed by Library Department.)

Arnold Becho, Library Director, stated three bids were received and reviewed and stated two were incomplete. The total bid from Library Interiors of Texas was \$721,000, with \$570,000 for furniture and \$151,000 for shelving. The Library Advisory Board and staff recommended approval to award Library Interiors of Texas total bid amount of \$721,000

In response to the commission, staff noted the amount was slightly higher but would provide brand new furniture of good quality throughout the library and bid was within the estimates provided by consultants.

Mayor Pro Tem Gonzalez Jr. seconded by Commissioner Pedraza moved to approve Library Interiors of Texas total bid amount of \$721,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration regarding award of RFB No.: 2024-25-41 Rehabilitation of Oxidation Ditch “Return Activated Sludge” Pump Station at NWWTP to Texas Machine Shop Pump Services LLC in the amount \$97,000.00, as the lowest responsive bidder. (Staffed by Engineering Department.)

Peter Hermida stated bids were advertised to rehabilitate the oxidation ditch return activated sludge pump (RAS Pump) at the north wastewater treatment plant; two bids were received and reviewed. Staff recommended Texas Machine Shop Pump Services LLC be awarded as the lowest responsive bid in the total amount of \$97,000.00.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Texas Machine Shop Pump Services LLC bid in the amount of \$97,000.00 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration of a Task Order Pricing & Rotation Policy to govern the use of the City’s on-call rotation lists. (Staffed by Engineering Department.)

No discussion and action.

K. Discussion and consideration to approve assessment and design proposal of drainage improvements on Business 83 and Pleasant View Drive with Melden and Hunt, Inc for the amount of \$29,500 and 9% of Construction Cost. (Staffed by Engineering Department.)

Peter Hermida stated Business 83 and Pleasant View Drive had drainage concerns that would require a comprehensive engineering evaluation. Melden and Hunt proposed to complete this work for \$29,500 plus 9% of construction cost. Staff recommended approval.

Ruben James De Jesus, Vice-President Melden and Hunt, stated it would take about six weeks to complete initial survey work and inspection of the area and noted preliminary surveys found water in one of the main drain lines indicating a potential issue. They would examine the drainage basin, consider historical flooding patterns, and evaluate whether water is not releasing fast enough downstream. He confirmed they would collaborate with TxDOT since Business 83 is under their jurisdiction.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve Melden and Hunt, Inc in the amount of \$29,500 and 9% of Construction Cost for assessment and design of drainage improvements on Business 83 and Pleasant View Drive as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

## **VIII. EXECUTIVE SESSION**

At 6:30 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Gonzalez Jr. moved to convene the regular meeting into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 7:05 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

## **IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION**

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

No action.

B. Legal Consultation – Discussion 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.

No action.

C. Legal Consultation – Consultation with the Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter as authorized by Section §551.071(2) of the Texas Government Code.

No action.

D. Real Property - Consultation with City Attorney on the sale of real property located at Mid-Valley Airport, 1909 Joe Stephens relating to Hanger W20 as authorized by Section §551.072 of the Texas Government Code.

Commissioner Lopez seconded by Commissioner Rodriguez, moved to approve the sale of real property at Mid-Valley Airport relating to Hanger W20 as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Real Property - Consultation with City Attorney on the sale of real property located at Mid-Valley Airport, 1909 Joe Stephens relating to Hangar possibility by J&M Construction as authorized by Section §551.072 of the Texas Government Code.

Commissioner Lopez, seconded by Commissioner Pedraza, moved to approve sale of real property at Mid-Valley Airport relating to J&M Construction as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Real Property - Consultation with the City Attorney on the sale of real property described as 7.09 acres net of out of Farm Tract 828, Weslaco, Hidalgo County, Texas and located at E. Mile 5 North as authorized by Section §551.072 of the Texas Government Code. (Staffed by Asst. City Manager.)

Commissioner Lopez, seconded by Commissioner Pedraza, moved to approve the sale of real property described as 7.09 acres net of out of Farm Tract 828, Weslaco, Hidalgo County, Texas and located at E. Mile 5 North as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Real Property - Consultation with the City Attorney on the sale of real property described as West Tract E210'-W520'-N210' out of Farm Tract 691 1-acre net, Weslaco, Hidalgo County, Texas and located at E. 6th Street as authorized by Section §551.072 of the Texas Government Code. (Staffed by Asst. City Manager.)

Commissioner Lopez, seconded by Commissioner Rodriguez, moved to approve the sale of real property at E. 6th Street as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

#### **X. ADJOURNMENT**

Commissioner Lopez seconded by Commissioner Rodriguez moved to adjourn the regular meeting of September 2, 2025, at 7:06 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

**CITY OF WESLACO**

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**



**RECORD OF WORKSHOP  
WESLACO CITY COMMISSION  
TUESDAY, AUGUST 19, 2025**

On this 19<sup>th</sup> day of August 2025 at 4:14 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop in the Legislative Chamber Room located at 255 S. Kansas Avenue with the following members present:

|                       |                |                       |
|-----------------------|----------------|-----------------------|
| <b>PRESENT:</b>       | Mayor          | Adrian Gonzalez       |
|                       | Commissioner   | Adrian Farias         |
|                       | Commissioner   | Letty Lopez           |
|                       | Commissioner   | Pete Garcia Jr.       |
| <b>ABSENT:</b>        | Mayor Pro Tem  | Israel Gonzalez Jr.   |
|                       | Commissioner   | Josh Pedraza          |
|                       | Commissioner   | JP Rodriguez          |
| <b>STAFF PRESENT:</b> | Xavier Salinas | Asst. City Manager    |
|                       | Norma A. Cantu | City Secretary        |
|                       | Andrea Vela    | Interim City Attorney |

Also present: Omar Rodriguez, Interim Asst. City Manager/Director of Parks and Recreation, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Planning and Code Enforcement Director, Peter Hermida, City Engineer, Antonio Lopez, Fire Chief, Robert Lopez, Police Chief, David Arce, Public Works Director, Maricarmen Garcia, Asst. Library Director, Rick Mendoza, IT Director, Lily Alvarez, Airport Director, Lucio Garza, Inframark and other staff members.

**I. CALL TO ORDER**

**A. Certification of Public Notice.**

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Wednesday, August 13, 2025.

**B. Roll Call.**

Norma A. Cantu, City Secretary, conducted a roll call to show attendees.

**II. NEW BUSINESS**

**A. Discussion and presentation on D&M Leasing Agreement for city units. (Staffed by Finance Department.)**

Rosie Cavazos, Finance Director, stated representatives from D&M Leasing were in attendance to present an analysis for the city's white fleet (vehicles used by building maintenance, public works, and other departments).

Ed Kane, D&M Leasing, stated the company is headquartered in Fort Worth with offices throughout Texas; is the largest consumer leasing company with a government division with the State of Texas with vehicle leasing programs that can have cost savings compared to purchasing vehicles outright; went over the concept of a fleet leasing program that would offer operating vehicles throughout the useful life, able to dispose of vehicles before maintenance costs increase significantly, before resale value drops and managing the fleet maintenance, fuel, reporting and analytics for the city.

Mr. Jerry Hadad, Senior Vice President of Sales, presented an analysis showing potential savings for Weslaco if they moved to a leasing model for police units and white fleet with the goal to have the lowest cost of ownership and have a six-year replacement program for the white fleet units for the city; also stated D&M leased both vehicles and equipment, including fire trucks, garbage trucks, and other specialty vehicles.

In response to the Commission, Mr. Hadad stated that Jennifer Garcia, their regional representative for the Valley, would work directly with departments to determine specifications for any needed vehicles; clarified that unlike personal vehicle leases, government leases through D&M have no wear and tear penalties, unlimited mileage, vehicle-specific lease terms based on usage patterns and the ability to extend leases or purchase vehicles at the end of term if desired.

Xavier Salinas, Asst. City Manager, stated that the true savings would come from not having to purchase vehicles outright.

Rosie Cavazos stated a lease option could avoid having large lump sum vehicle expenditures to the budget simultaneously.

Jerry Hadad stated should the city wish to pursue they would meet with each department to analyze needs, develop a comprehensive fleet plan for the next 5+ years, present a proposal to the Commission for approval and stressed that vehicle order banks are already open for many 2026 models, and early orders would ensure better pricing and delivery timing.

B. Discussion and presentation on the list of street overlay improvements. (Staffed by Public Works Department.)

No discussion.

C. Discussion and presentation from outside agencies for the City of Weslaco Fiscal Year 2025-2026 Budget. (Staffed by Finance Department.)

Barbara Jean Garza, CEO Chamber of Commerce and Visitor Center, presented their budget request for Hotel Occupancy Tax funds; highlighted 28,000 visitors received an increase from last years of 14,000, local festivals and programs brought over 50,000 visitors to Weslaco, marketing campaigns include billboards across the Rio Grande Valley and internationally in Mexico, went over upcoming partnership with Texas Highways magazine for both digital and print promotion, project planning continued for the Onion statue, for murals, including a large mural at the Weslaco

Museum area and additional smaller murals around town and potential beautification of concrete pipes and water towers around the city.

Mr. Steve Valdez, Mr. George, and Ms. Sandra Charlton presented the EDC budget that included their current financial position, accounts with strong financial standing, debt balance related to industrial park development, CD investments earning rates higher than debt interest rates; budget objectives were carry larger liquid asset balance and align goals with the city; income projections had \$5.2 million in projected sales tax income (conservative) \$100,000 in CD income, \$212,000 in checking account interest (at 3.45% blended rate), \$2 million projected from industrial park land sales with a total projected income of \$8 million; expenditures included benefits for EDC employees that aligned with city benefits, a major balloon payment of approximately \$5.4 million due August 1, 2026, marketing initiatives to promote Weslaco, grant programs included the Weslaco 100, facades, and new educational grants, Project Nexus acquisition and Phase 1/2 development, joint projects with the city included \$100,000 for city parks (a 5-year commitment), \$125,000 for Project 26F.

Mayor Gonzalez requested a workshop in September to develop a 3–5-year strategic plan and ensure the goals and objections between the city and EDC align. He also emphasized the need for downtown beautification, including sidewalk improvements on side streets like Missouri and Kansas.

Ms. Chris Warren, Frontera Audubon Society, presented a request for \$50,000, noting it was slightly less than the previous year's request. She highlighted a special event involving the Mexican Violet Ear Hummingbird attracted visitors from across the state during May and June and went over upcoming fundraisers in November and Spring.

Holly Johnson, Valley Nature Center, requested \$99,160, an increase from the previous year; recapped their activities that included attendance of 5 nature trade shows representing Weslaco that reached approximately 5,600 attendees, generated 526 confirmed hotel nights, the Spring Chirp Festival attracted visitors from 17 states with 87% rating Weslaco as "fantastic" and used all Weslaco businesses as their vendors. The additional funds requested would help hire an individual to maintain their high-quality service and their standards.

Rosie Cavazos noted that one additional outside agency, the Boys and Girls Club, was unable to attend. They receive \$75,000 annually from the city's general fund and no increase was requested for the upcoming fiscal year.

The commission did not enter the executive session portion of the workshop.

### **III. EXECUTIVE SESSION**

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



B. Legal Consultation – Discussion 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.

C. Legal Consultation – Consultation with the Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter as authorized by Section §551.071(2) of the Texas Government Code.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

E. Legal Consultation-Consultation with City Attorney regarding lawsuit styled Christopher De Leon d/b/a De Leon Aircraft Maintenance Professional vs. City of Weslaco Cause Number 7:22-CV-00210 pending in the United States District Court, Southern District of Texas, as authorized by Section 551.071 of the Texas Government Code.

F. Legal Consultation - Consultation with City Attorney regarding Adan Ortiz vs. Weslaco Police Department Small Claims Citation SC25-0030-J12 as authorized by Section 551.071 of the Texas Government Code.

G. Real Property - Consultation with City Attorney on the sale of real property located at Mid-Valley Airport, 1909 Joe Stephens relating to Hanger W20 as authorized by Section §551.072 of the Texas Government Code.

H. Real Property - Discussion regarding the sale, purchase, exchange, lease or value of state-owned property being the northeast and southwest jughandles located along IH 2 and FM 1015 (International Blvd.) in Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

I. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.

#### **IV. ADJOURNMENT**

Commissioner Pedraza seconded by Commissioner Lopez moved to adjourn the workshop meeting of August 19, 2025, at 5:30 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

**CITY OF WESLACO**

---

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF REGULAR MEETING  
WESLACO CITY COMMISSION  
AUGUST 19, 2025**

On Tuesday, August 19, 2025, 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 members' present:

|                |                |                       |
|----------------|----------------|-----------------------|
| PRESENT:       | Mayor          | Adrian Gonzalez       |
|                | Mayor Pro Tem  | Israel Gonzalez Jr.   |
|                | Commissioner   | Letty Lopez           |
|                | Commissioner   | Adrian Farias         |
|                | Commissioner   | Josh Pedraza          |
|                | Commissioner   | Pete Garcia Jr.       |
| ABSENT:        | Commissioner   | JP Rodriguez          |
| STAFF PRESENT: | Xavier Salinas | Asst. City Manager    |
|                | Norma A. Cantu | City Secretary        |
|                | Andrea Vela    | Interim City Attorney |

Also present: Omar Rodriguez, Interim Asst. City Manager/Parks and Recreation Director, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente Director of Planning and Code Enforcement, Arnold Becho, Library Director, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, David Arce, Public Works Director, Rosa Badillo, Court Coordinator, Lily Alvarez, Airport Director, George Quilantan and Lucio Garza, Inframark and other staff members.

**I. CALL TO ORDER**

**A. Certification of Public Notice.**

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, August 13, 2025.

**B. Invocation.**

Pastor Ramon Sanchez, First Baptist Church led the invocation.

**C. Pledge of Allegiance.**

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

**D. Roll Call.**

Norma A. Cantu, City Secretary called the roll and noted the absence of Commissioner Rodriguez and a quorum present.

E. Mayoral recognition.

1) Proclamation - University of Texas Rio Grande Valley 10th Anniversary.

Mayor Gonzalez and the City Commission proclaimed August 2025 as “The University of Texas Rio Grande Valley 10th year anniversary celebration”.

2) Proclamation - Childhood Cancer Awareness Month.

Mayor Gonzalez and the City Commission proclaimed September Childhood Cancer Awareness Month and reaffirmed the commitment in supporting all those affected by childhood cancer.

3) Recognition - Weslaco Pony Mustang Softball League - World Series Champions.

Mayor Gonzalez and the City Commission recognized the Weslaco Pony Mustang All-Stars on their outstanding achievement as 2025 PONY Mustang World Series Champions.

## **II. PUBLIC COMMENTS**

Dendea Balli, Paws Fur Help Inc non-profit organization., stated she was a volunteer for the non-profit organization that advocates for companion animal. Requested favorable consideration and support for a countywide ban on roadside, parking lot, and flea market sales of live animals; explained that roadside animal sales contribute to overpopulation, has unsanitary conditions and sold without proper care information, leading many to be abandoned or surrendered to shelters. Stated Governor Abbott passed HB 2731, which specifically targeted Hidalgo County and becomes law on September 1<sup>st</sup> and asked the City to send a letter of support for a countywide ban to Hidalgo County Commissioners.

## **III. REPORTS**

A. Inframark.

Lucio Garza, Inframark, reported on the status of the capital improvements projects; completed repairs for Lift Stations 29, 49, and 37 were the installation of pumps and a booster potable pump installed at the North Wastewater Plant; aeration blower sun shield completed that will protect the west side of blowers from the heat; continue to monitor canal and reservoir levels; reported for July 2025 water flows as follows: Water Treatment Plant was 7.1mgd, operating at 55% capacity and compliance report was good; North Wastewater Treatment Plant water flow was 2.5mgd, operating capacity at 51% and compliance report showed an issue with oxidation ditch rotor #3, was affecting ammonia levels and staff working on the issue; South Wastewater Treatment Plant flow was 1.7mgd, operating capacity was at 68%, compliance report had one finding and has been corrected; Lift Station 21 had a pump replaced; Lift Station 11 installed fencing to secure electrical components that had been moved outside the building.

B. Engineering Interns will present Standards Manual (Staffed by Engineering Department.)

Peter Hermida, City Engineer, introduced interns Natalie Rivera and Zulimar Vazquez that developed the 2025 Standard Manual during their internship; stated that the manual provides a clear, standardized outline of the city's requirements for construction and development projects.

Natalie Rivera and Zulimar Vazquez highlighted that the manual's purpose was to provide uniform standards and serve as a reliable reference tool for consultants, contractors, and staff; stated the manual benefits the city by saving staff time, providing consistency across projects, and supporting long-term asset management; for consultants and contractors, the manual bridges the gap between them and the city by establishing a shared language, setting clear expectations upfront, and reducing the need for revisions and change orders. This results in faster approval processes for submittals and plans; shared examples of how the manual could be useful, included a warehouse development project that has been ongoing for a long time with constant questions about requirements. Stated during this task they experienced firsthand experience seeing water breaks, sewer backups, and maintenance issues while working with Public Works.

Mayor Gonzalez expressed appreciation for their work as problem solvers and for helping to identify solutions for the city. Natalie Rivera thanked the commissioners and staff for the opportunity to learn, noting that Friday had been her last day interning. Zulimar Vasquez would continue helping with the manual.

**IV. PUBLIC HEARING**

Commissioner Pedraza seconded by Mayor Pro Tem Gonzalez Jr. moved to open the public hearing. The motion passed unanimously; Mayor Gonzalez was present and voting.

A. To solicit input on behalf of Supreme Engineering, PLL Omar Cano to rezone 320 S Pleasantview Drive. Also being Lots 1-85 Pleasantview Terrace Subdivision, Hidalgo County, Texas from R-2 Duplex and Apartment District to RT-1 Townhomes/ Condominium District.

No comments.

B. To solicit input on behalf of Kailey Massey to rezone 2625 N Westgate Dr. Also being 1.750 acre out of Farm Tract 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary & Highway District.

No comments.

C. To solicit input on behalf of Kailey Massey to approve a Conditional Use Permit to obtain a Retail Dealer's Off-Premise Permit, at 2625 N Westgate Dr., also being 1.750 acre out of Farm Tract 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Pedraza seconded by Mayor Pro Tem Gonzalez Jr. moved to close the public hearing. The motion passed unanimously; Mayor Gonzalez 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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

A. Approval of the Minutes of the Regular Meeting July 1, 2025. (Staffed by City Secretary Department.)

B. Approval on renewal of the facility use agreement between South Texas College (STC) and Weslaco Fire Department to use the Regional Center for Public Safety Excellence, 3901 S. Cage Blvd, Pharr, TX, for training and educational purposes. (Staffed by Fire Department.)

C. Approval of six-month extension for the Final Plat for Villas on Sugar Cane Subdivision being 2.349 acre out of Farm Tract 57, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the North side of Mile 9 North Road, approximately 500ft west of Mile 4 ½ West Road. (Staffed by Planning & Code Enforcement Department.)

D. Approval of a six-month extension for the Final Plat for White Rose Subdivision being 4.644 acres out of Farm Tracts 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 2000 feet North of Intersection on Frontage Road and Bridge Ave. (Staffed by Planning & Code Enforcement Department.)

E. Approval of a six-month extension for the Final Plat for Ramos Estates Subdivision being 5.00 acres out of Farm Tracts 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,700 feet North of the Intersection of FM 1015 & Pike Blvd. (Staffed by Planning & Code Enforcement Department.)

F. Approval of the solicitation of bids for a city-wide project for the installation of pavement markings. (Staffed by Public Works Department.)

G. Approval to ratify the month of June, PO# 25-3759 in the amount of \$80,095.63 for water from sole source vendor Hidalgo and Cameron Counties Irrigation District #9. (Staffed by Public Works Department.)

H. Approval to approve the month of July invoice #2677 in the amount of \$80,913.85 for water from sole source vendor Hidalgo and Cameron Counties Irrigation District #9. (Staffed by Public Works Department.)

I. Approval to ratify, open PO# 25-3390 in the amount of \$200,000 for fuel from Meritum Energy Holdings, LP DBA Pico Fuel. (Staffed by Public Works Department.)

J. Approval of the requisition for tipping fee costs at the City of Edinburg Landfill for the month of July for \$56,207.18. (Staffed by Public Works Department.)

K. Approval of the solicitation of bids for installing the new mast arms, traffic lights and traffic signs for Westgate and Mile 9 and Mile 10 crossings. (Staffed by Public Works Department.)

L. Approval on the continuation of the Memorandum of Understanding with the Children's Advocacy Center of Hidalgo & Starr County with the Weslaco Police Department. (Staffed by Police Department.)

M. Approval to ratify the City of Weslaco's application to the LCRA Community Grant Program for \$51,220 in funding, with a \$10,244 local match, for the purchase of a new Animal Care Control Unit. (Staffed by Grant Manager.)

N. Approval of the Lease Agreement for the use of Judge Gilbert Garza Park for Mid-Valley Youth Soccer FC League program from August 20th - November 8th 2025. (Staffed by Parks and Recreation Department.)

O. Approval of the Lease Agreement for the use of Harlon Block Park Sports Complex for the Weslaco Youth Football League Program from September 1st 2025 - February 14th 2026. (Staffed by Parks and Recreation Department.)

P. Approval of an expenditure in an amount not to exceed \$2,500 from the Preservation Fund for the purchase of birth record binders for the permanent retention of vital records as prescribed by the Texas Health & Safety Code §191.0045 (h) (Staffed by City Secretary Department.)

Commissioner Garcia Jr. requested to withhold items F, J, and K from the consent agenda for additional information.

Commissioner Farias seconded by Commissioner Lopez moved to approve the consent agenda withholding items F, J, and K as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

F. Approval of the solicitation of bids for a city-wide project for the installation of pavement markings. (Staffed by Public Works Department.)

David Arce, Public Works Director, stated the department requested approval to solicit bids for a pavement marking contractor to provide citywide services throughout the year. The contractor would be responsible for performing pavement marking work for all overlays, stripes, or projects as needed. Staff recommended approval.

In response to Commissioner Garcia Jr., David Arce confirmed it was for all street striping throughout the city.

Commissioner Pedraza seconded by Commissioner Farias moved to approve the solicitation of bids for pavement markings as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

J. Approval of the requisition for tipping fee costs at the City of Edinburg Landfill for the month of July for \$56,207.18. (Staffed by Public Works Department.)

David Arce explained this was a recurring monthly fee for the tipping costs at the Edinburg Landfill and because the amount exceeds \$25,000, it required commission approval. Staff recommended approval.

In response to Commissioner Garcia Jr., staff clarified that the city has a five-year interlocal agreement with the City of Edinburg, with one year remaining. The agreement will be brought back for review next year to continue or solicit bids at that time.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the requisition for tipping fee costs for the month of July for \$56,207.18 as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

K. Approval of the solicitation of bids for installing the new mast arms, traffic lights and traffic signs for Westgate and Mile 9 and Mile 10 crossings. (Staffed by Public Works Department.)

David Arce stated the request was to solicit bids to reinstall mast arms failures, traffic signals, and street name signs. The mast arms had fallen at the intersections of Westgate & Mile 9 North and Mile 10 North and Westgate. Staff recommended approval.

Mayor Gonzalez asked about the project, noting it was originally a county project. Staff clarified that while the manufacturer was covering the warranty on the equipment itself, the installation was not covered under warranty.

In response to Commissioner Garcia Jr., staff stated the responsibility for repairs was the city, that one side of Mile 10 is county jurisdiction while the other side is city jurisdiction and Peter Hermida confirmed that based on the original agreement from 2019 when the lights were installed, the city is responsible for maintaining them.

Mayor Gonzalez requested confirmation in writing about the city's responsibility for these lights.

Commissioner Garcia Jr. seconded by Commissioner Farias moved to approve the solicitation of bids installing the new mast arms, traffic lights and traffic signs for Westgate and Mile 9 and Mile 10 crossings as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.



## **VI. NEW BUSINESS**

A. Discussion and consideration to accept the calculation of the No-New-Revenue and Voter-Approval tax rates for the 2025 tax year by the Hidalgo County Tax Assessor-Collector Pablo Villarreal. (Staffed by Finance Department.)

Rosie Cavazos stated calculations of the no-new-revenue for 2025 have been calculated by Hidalgo County Tax Office and introduced Mr. Pablo Villarreal, Tax Assessor Collector, and Mr. Julio Espinosa, Division Manager, Property Tax Section.

Julio Espinosa presented the tax calculations, reported that the no-new-revenue rate, which would raise the same amount of property tax revenue from the same properties in both 2024 and 2025, is 0.6390. The voter approval rate, the highest tax rate the city may adopt without holding an election, is 0.6932. The current 2024 tax year adopted rate is 0.6867.

Rosie Cavazos recommended keeping the tax rate the same at 0.6867 and recommended to accept the calculation of the No-New-Revenue \$0.6390 per \$100 valuation and \$0.6932 per \$100 valuation Voter-Approval tax rates for 2025.

Commissioner Lopez seconded by Mayor Pro Tem Gonzalez Jr. moved to accept the tax rate calculation of the No-New-Revenue and Voter-Approval tax rates for the 2025 tax year as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration to approve Resolution 2025-53 proposing an ad valorem tax rate and setting a date on which the Commission will hold a public hearing, and a date to adopt the 2025-2026 advalorem tax rate. ROLL CALL VOTE REQUIRED. (Staffed by Finance Department.)

Rosie Cavazos recommended to keep the tax rate the same at 0.6867 per hundred-dollar valuation and because the rate is more than the no-new-revenue rate, the city is required to hold a public hearing. The public hearing is scheduled for September 16, 2025. Staff recommended approval and stated roll call vote required.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve Resolution 2025-53.

By roll call vote an ad valorem tax rate of \$0.6867 and a public hearing for adoption of tax rate to be held September 16, 2025, as presented passed unanimously.

C. Discussion and consideration after public hearing on behalf of Supreme Engineering, PLL- Omar Cano on Ordinance 2025-17 to rezone 320 S Pleasantview Drive. Also being Lots 1-85 Pleasantview Terrace Subdivision, Hidalgo County, Texas from R-2 Duplex and Apartment District to RT-1 Townhomes/ Condominium District. First reading of Ordinance 2025-17. (Staffed by Planning & Code Enforcement Department.)

Applicant withdrew from action.

D. Discussion and consideration after public hearing on behalf of Kailey Massey on Ordinance 2025-18 to rezone 2625 N Westgate Dr. Also being 1.750 acre out of Farm Tract 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-2 Secondary & Highway District. First reading of Ordinance 2025-18. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated fourteen property owners were notified, and no petitions for or against were received. The property was annexed into the city at the previous meeting and will be the site of a new Stripes store. The Planning and Zoning Commission and staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Ordinance 2025-18 to rezone 2625 N. Westgate Drive as presented. The motion passed unanimously; Mayor Gonzalaz was present and voting.

E. Discussion and consideration after public hearing on behalf of Kailey Massey to approve a Conditional Use Permit to obtain a Retail Dealer's Off-Premise Permit, at 2625 N Westgate Dr., also being 1.750 acre out of Farm Tract 143, West Tract Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated fourteen property owners were notified, and no petitions for or against were received; the request corresponds with the previous item for a rezone for the new Stripes and this will allow the sale of off-premise alcoholic beverages. The Planning and Zoning Commission and staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the Conditional Use Permit for a Retail Dealer's Off-Premise Permit, at 2625 N. Westgate Drive. The motion passed unanimously Mayor Gonzalez was present and voting.

F. Discussion and consideration to be granted a waiver to the moratorium for 600 S Bridge Ave., also being Lots 10-16 INCL., Blk FT 640, West Tract, Weslaco Trailer Park, Weslaco, Hidalgo County, Texas. Located on the NE corner of East 6th St. and South Bridge. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this request was for an existing RV Park on Bridge Avenue; owner proposed to build apartments inside their existing community center. Staff stated the moratorium in place does not allow for apartments at this time unless a waiver to the moratorium is approved. The Planning and Zoning Commission and staff recommended denial of the waiver to the moratorium.

Commissioner Farias seconded by Commissioner Pedraza moved to deny the waiver to the moratorium for 600 S Bridge Ave. as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration of the proposed Interlocal Maintenance Agreement between the City of Weslaco and Hidalgo & Cameron County Irrigation District No. 9 (HCCID9) for infrastructure coordination and maintenance responsibilities, with authorization for City Mangers to execute final agreement following legal review and final negotiations. (Staffed by Engineering Department.)

Peter Hermida stated the agreement was related to the Kansas Los Torritos drainage improvement project; the interlocal agreement with Irrigation District Number 9 and ensures the district that as the city's project moved forward it will need to cross underneath the district's existing 42-inch irrigation line at Dolores Huerta and Agostadero Street won't be damaged. Staff recommended approval of the agreement to avoid delaying the construction timeline.

Mayor Pro Tem Gonzalez Jr. seconded by Commissioner Pedraza moved to approve the Interlocal Maintenance Agreement between the City of Weslaco and Hidalgo & Cameron County Irrigation District No. 9 as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration to approve amendment to the professional Traffic Engineering Services contract RFQ #2024-25-07 with Colliers Engineers, Inc for additional scope of work for the intersection of Pike Blvd and Vo-Tech Dr. in the amount of \$262,289.00. (Staffed by Engineering Department.)

Peter Hermida stated the amendment would add scope of work to the Colliers Engineers Group contract to move forward with the design process for the intersection of Pike Boulevard and Vo-Tech Drive. Staff negotiated the cost down and the Economic Development Corporation (EDC) would be sharing the cost.

Commissioner Farias seconded by Commissioner Lopez moved to amend Traffic Engineering Services with Colliers Engineers, Inc for additional scope of work for the intersection of Pike Blvd and Vo-Tech Dr. in the amount of \$262,289.00 as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to award the top-ranked and most qualified and responsive firms, and entering into fee negotiations for On-call Construction Material Testing Services / RFQ No.: 2024-25-39. (Staffed by Engineering Department.)

Peter Hermida stated statements of qualifications submitted were ranked and evaluated based on qualifications and experience to establish firms on a rotation list; those firms recommended were L&G Consultant Engineers, Raba Kistner, Terracon, UES Professional and B2Z Engineering. Staff recommended approval as these firms as qualified based on their experience.

In response to Commissioner Farias, Peter Hermida stated although nine responses were received three were outside of the area (San Antonio and Corpus Christi), and staff wanted to maintain a rotation list that would be competitive in negotiating fees for on-call services.

Commissioner Farias requested staff to ensure fees are addressed according to the scope of work being performed and avoid any misinterpretation as seen in past.

Commissioner Farias seconded by Commissioner Pedraza moved to approve L&G Consultant Engineers, Raba Kistner, Terracon, UES Professional and B2Z Engineering firms for the on-call services rotation. The motion passed unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration to approve the purchase of five roll-off 30-yard containers for \$28,442 and fourteen 6-yd commercial containers for \$15,256 from Wastequip under sourcewell contract # 010825-WQI. (Staffed by Public Works Department.)

David Arce recommended approval for the purchase of five (5) roll-off 30-yard containers in the amount of \$28,442 and fourteen (14) 6-yard commercial containers in the amount of \$15,256 from Wastequip under Sourcewell contract #010825-WQI; purchase will allow for inventory to meet current and future demands for bulky waste, debris removal, and large cleanup projects. The combined purchase of containers helps with the cost of freight. Staff recommended approval of the combined purchase of \$43,698 and would be from the Solid Waste Division fund.

Commissioner Lopez seconded by Commissioner Garcia Jr. moved to approve the purchase of five roll-off 30-yard containers for \$28,442 and fourteen 6-yd commercial containers for \$15,256 from Wastequip under Sourcewell contract # 010825-WQI. The motion passed unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration to ratify purchases for Austin Traffic for traffic lights associated to Westgate & Mile 9, Westgate & Mile 10N for an accumulative amount of \$17,600. (Staffed by Public Works Department.)

David Arce went over the event of July 22, where mast arm of the traffic signals fell at Mile 10 and Westgate; emergency purchase orders were issued as follows: two purchase orders for the emergency traffic signal work at Mile 10N (\$1,300 and \$5,700) and the two emergency quotes for the removal of mast arms (\$2,600) and installation of temporary lights (\$8,000) at Mile 9 & Westgate. The prompt purchase of these items was required to provide for the needs of the public and to preserve the property. Staff recommended approval of the ratification of the two purchase orders and a requisition, totaling approximately \$17,600.

Mayor Pro Tem Gonzalez Jr. seconded by Commissioner Garcia Jr. moved to approve and ratify purchases for Austin Traffic for traffic lights associated to Westgate & Mile 9, Westgate & Mile 10N for an amount of \$17,600 as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to approve the purchase of a stationary compactor with hopper from Wastequip under sourcewell contract # 010825-WQI in an amount no to exceed \$31,990.13. (Staffed by Public Works Department.)

David Arce stated the department wished to improve the efficiency of cardboard recycling operations; currently cardboard is hauled to the recycling center in an open-top roll-off container, carrying only 1–2 tons per trip and the purchase of a stationary compactor and hopper would significantly reduce the number of hauls required; upgrade would lower transportation costs, reduce equipment wear, and improve staff productivity. Staff recommended approval of the total cost for the stationary compactor with hopper not to exceed \$31,990.13.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the purchase of a stationary compactor with hopper from Wastequip under sourcewell contract # 010825-WQI in an amount no to exceed \$31,990.13.as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration of a professional services agreement with Marcelo Cosme to provide subdivision plan reviews for water and wastewater. (Staffed by Public Works Department.)

David Arce stated Marcelo Cosme would offer professional services to the city in reviewing development plans, including concept, preliminary, and final plans to ensure new developments comply with city standards and regulations and streamline the approval process. Marcelo Cosme is a former Water/Wastewater Superintendent for the city and has a familiarity with the city's infrastructure. Staff recommended approval with a monthly compensation rate of \$1,500 and agreement had five-calendar-day termination clause with written notice.

Commissioner Garcia Jr. seconded by Commissioner Pedraza moved to approve professional services agreement with Marcelo Cosme as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

N. Discussion and consideration to ratify the purchase of street materials for the Border Avenue Street project from Frontage to 18th Street for an amount of \$537,465.34. (Staffed by Public Works Department.)

David Arce requested approval to ratify multiple purchase orders totaling \$537,465.34 for the Border Avenue project, which included asphalt, oil, and pavement markings for the complete project spanning approximately seven lane miles.

Mayor Gonzales commended the staff and workers involved in the project, noting that he had observed the poor condition of the street during an aerial tour of Weslaco.

Commissioner Farias seconded by Commissioner Lopez moved to approve the purchase of street materials for the Border Avenue Street project from Frontage to 18th Street for an amount of \$537,465.34as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

O. Discussion and consideration to approve the purchase of street materials for the parking lot at Judge Gilbert Garza Park west side parking lot not to exceed \$67,130.50. (Staffed by Public Works Department.)

David Arce stated the purchase of street materials needed for the parking lot at Gilbert Garza Park's west side included \$46,000 for hot mix, \$14,000 for caliche, \$2,000 for oil, and \$5,000 for miscellaneous materials, totaling \$67,130.50. Staff recommended approval and funds would be from the Parks budget.

Commissioner Pedraza asked about striping plans. David Arce stated it would be done in-house.

Commissioner Garcia Jr. asked about similar improvements for the Sports Complex parking and staff noted these improvements were being discussed.

Commissioner Farias seconded by Commissioner Pedraza moved to approve of street materials for the parking lot at Judge Gilbert Garza Park west side parking lot not to exceed \$67,130.50 as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

P. Discussion and consideration of renewing Consulting Services Agreement with Prisylla Jasso. (Staffed by Asst. City Manager.)

Xavier Salinas stated the consultant's main role is governmental affairs, included travel as needed to Austin, making calls, and setting up meetings for the Commission and management to talk directly with organizations. Staff recommended approval.

Mayor Gonzalez emphasized the role of consultant was governmental affairs, dealing with state legislation and federal matters and the agreement be reflected accurately regarding role and duties. Mayor Gonzalez praised the staff team effort that resulted in the city being awarded \$26 million grant that was the most received and thanked the staff.

Omar Rodriguez, Interim City Manager, noted that this item was for a one-year.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve renewing Consulting Services Agreement with Prisylla Jasso as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

Q. Discussion and consideration of Resolution 2025-54 to suspend Texas Gas Service Company's (TGS's) rate application. (Staffed by Asst. City Manager.)

Xavier Salinas recommended approval for the city to join other cities in opposing Texas Gas Service Company's (TGS's) rate application for increases. The resolution will suspend the rate increase and allow the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City in all matters associated with the TGS application to increase rates .

Commissioner Pedraza seconded by Commissioner Farias moved to approve Resolution 2025-54 to suspend Texas Gas Service Company's (TGS's) rate application. as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

R. Discussion and consideration for a change order on RFP No.: 2024-25-36 to use additional Operation Lone Star Grant 5165301 funding for an amount not to exceed \$30,000.00 with no match required to purchase additional surveillance cameras for the Mid-Valley Airport and Mid-Valley Communication building to include Public Works. (Staffed by IT Department.)

Xavier Salinas stated an additional \$30,000 in grant funding was available. Rick Mendoza, IT Director, stated the change order would purchase additional cameras for the airport, the communications building housing dispatch for the Police Department, and the Public Works building. The funding would come from the Lone Star grant.

In response to Mayor Gonzalez, staff stated the vendor previously selected would install the additional cameras. In response to Commissioner Garcia Jr. cameras at Public Works would include coverage in mechanics' area and second story area.

Mayor Pro Tem Gonzalez seconded by Commissioner Garcia Jr. moved to approve change order on RFP No.: 2024-25-36 to use additional Operation Lone Star Grant 5165301 funding for an amount not to exceed \$30,000.00 as presented. The motion passed unanimously; Mayor Gonzalez was present and voting.

## **VII. EXECUTIVE SESSION**

At 7:03 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Gonzalez Jr. moved to convene the regular meeting into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 7:50 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

## **VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION**

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

No action.

B. Legal Consultation – Discussion 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.

No action.

C. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

No action.

D. Legal Consultation – Consultation with the Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter as authorized by Section §551.071(2) of the Texas Government Code.

No action.

E. Legal Consultation-Consultation with City Attorney regarding lawsuit styled Christopher De Leon d/b/a De Leon Aircraft Maintenance Professional vs. City of Weslaco Cause Number 7:22-CV-00210 pending in the United States District Court, Southern District of Texas, as authorized by Section 551.071 of the Texas Government Code.

No action.

F. Legal Consultation - Consultation with City Attorney regarding Adan Ortiz vs. Weslaco Police Department Small Claims Citation SC25-0030-J12 as authorized by Section 551.071 of the Texas Government Code."

No action.

G. Real Property - Consultation with City Attorney on the sale of real property located at Mid-Valley Airport, 1909 Joe Stephens relating to Hanger W20 as authorized by Section §551.072 of the Texas Government Code.

No action.

H. Real Property - Discussion regarding the sale, purchase, exchange, lease or value of state-owned property being the northeast and southwest jughandles located along IH 2 and FM 1015 (International Blvd.) in Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

No action.

I. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.

Commissioner Pedraza seconded by Commissioner Farias moved to approve the sale of real property located at Mid-Valley Airport, 1909 Joe Stephens relating to Hanger W20 as discussed in executive session. The motion passed unanimously; Mayor Gonzalez was present and voting.



**IX. ADJOURNMENT**

Commissioner Farias seconded by Pedraza moved to adjourn the regular meeting of August 19, 2025, at 7:51 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

**CITY OF WESLACO**

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1207 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Subject:</b><br>Approval of Resolution No. 2025-59 to enter into an agreement with TxDOT for closures of streets for a public event in the city limits of Weslaco being a portion of Hwy. Business 83 eastbound and westbound streets for the Annual South Texas International Marathon event on December 7, 2025; approval of Resolution 2025-60 supporting the marathon; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Building Maintenance, Police, Fire, and EMS Department. (Staffed by Fire Department.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| ADELAIDA VEGA<br>ANTONIO LOPEZ<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Ltr.South Texas International Marathon 2025, Route map , Screenshot route, R2025-60 support South Texas International Marathon 2025, R2025-59 TXDot closure South Texas International Marathon event, TxDOT Agreement temporary closure Hwy Business 83 Marathon event                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |

# City of Weslaco

City Council Meeting

## *Summary of Proposed Marathon*

**Name of Marathon:** South Texas International Marathon  
The only point to point certified marathon route in Texas. This is a Boston Marathon Qualifying event and Sanctioned by USATF.

**Date:** December 7, 2025

**City Streets:** City of Weslaco: Business 83 east bound, loop inside of Weslaco East High School, back east bound on Business 83, loop around La Feria and runners will head back west on Business 83 and Finish in front of Weslaco City Hall.

**Finish Line:** **Weslaco** City Hall 255 S. Kansas Ave Weslaco, Texas 78596

**Anticipated amt. Of participants:** 800-1000 participants; 5,000+ spectators

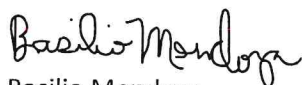
The South Texas International Marathon is a point-to-point marathon. It's point to point because it starts in one city and finishes in a totally different city. With time we believe it will be considered one of the fastest marathons in the USA. There is very few point -to-point marathons in the USA. Currently, from the 2024 rankings, South Texas International Marathon is ranked #2 fastest marathon courses in Texas, 3 most Boston Marathon qualifiers by percentage in Texas, top fastest marathons in Texas and #47 fastest marathons in the World!

**Source:** [www.findmymarathon.com](http://www.findmymarathon.com)

We are asking the City of Weslaco to partner with us in assisting with street closures, multi-city coordination (if needed), and event coordination around the Finish Line once we get closer to the event.

Top two overall runners: 1 male – 1 female, will be forwarded to the Boston marathon with cash award if they have a Boston Qualifying standard.

Sincerely,



Basilio Mendoza

956.222.5668

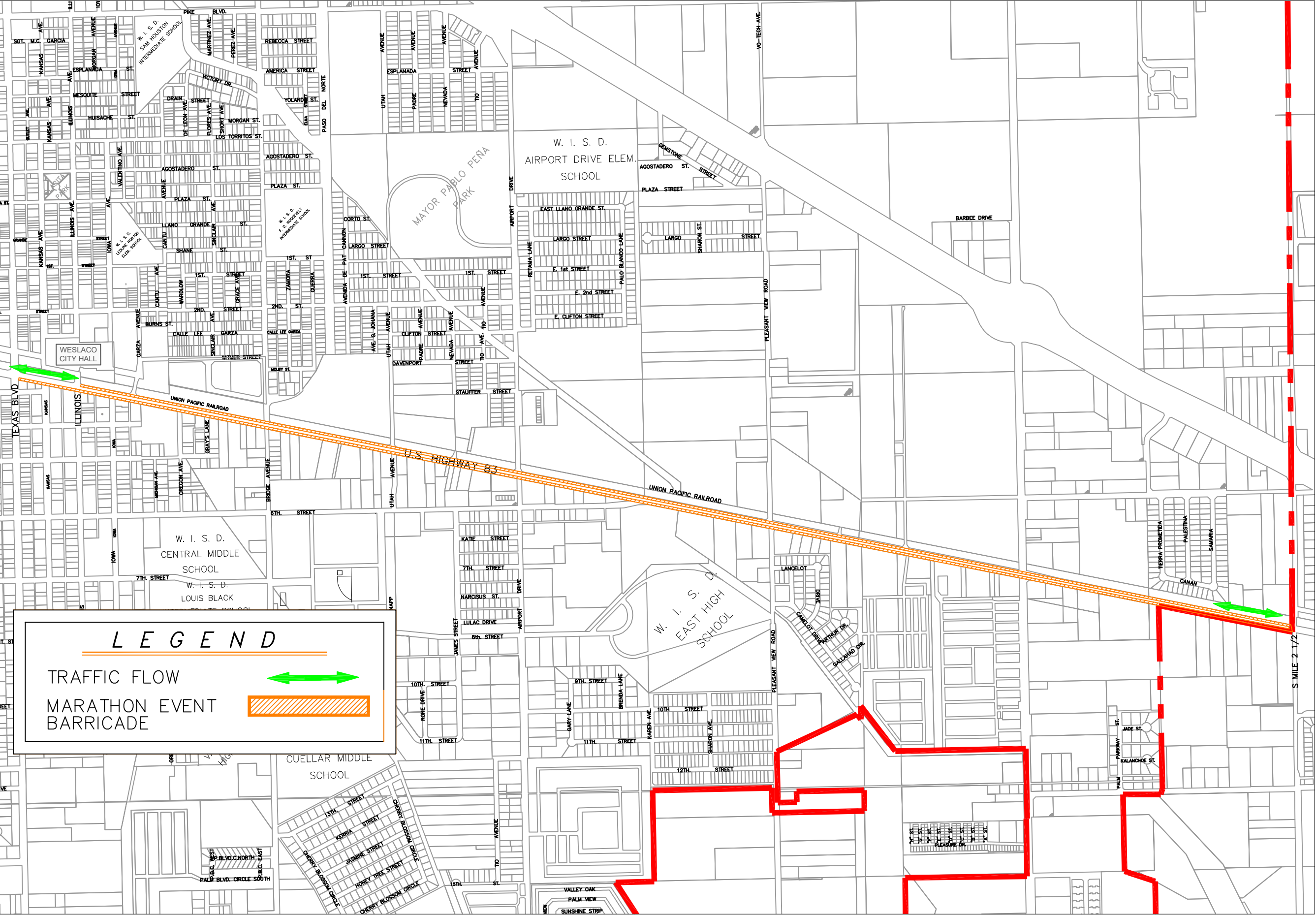
[basimendoza65@gmail.com](mailto:basimendoza65@gmail.com)

**RECEIVED**

JUN 5 - 2025

BY: \_\_\_\_\_

EXHIBIT C



LEGEND

TRAFFIC FLOW

MARATHON EVENT BARRICADE

LEGEND

Rev. No.

Description

Chk By:

Date

CITY ON THE GROW

CITY OF WESLACO

ENGINEERING DEPARTMENT

255 S. Kansas Avenue

Weslaco, Tx. 78596

Phone: (956) 973-4002

Fax: (956) 973-3128

Design/Drawn By:

Daniel Netro

Checked By:

Peter Hermida

Approved By:

Peter Hermida

Approved Date:

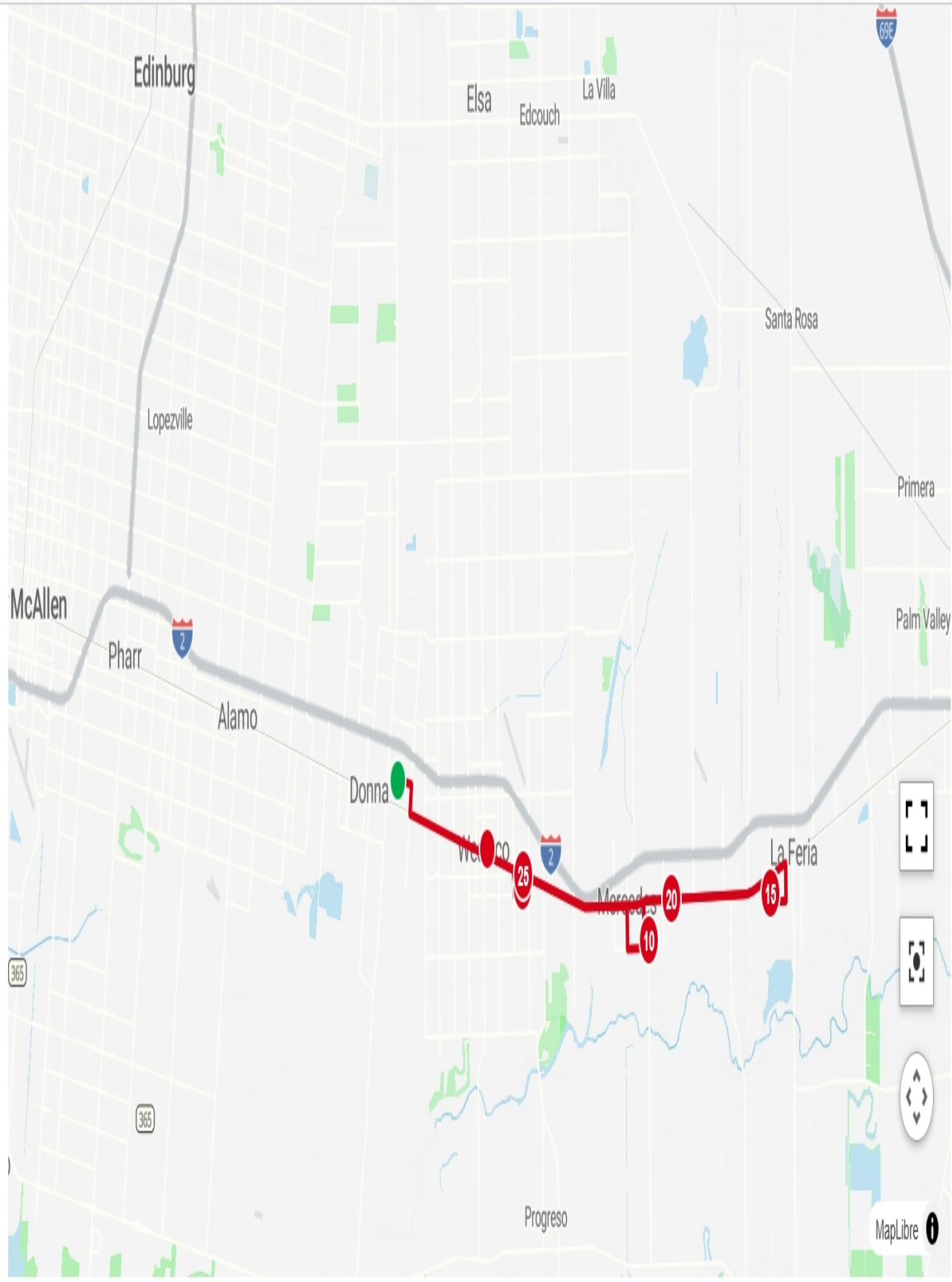
10/01/2025

Project:

South Texas International Marathon

Sheet No.:

1



Advertisement - Remove with MVP

Elevation

| Start | Max    | Gain   |
|-------|--------|--------|
| 8 ft  | 108 ft | 111 ft |

**TOYOTA ADVENTURE DETOURS**

Ready for a detour?

**TOYOTA TRUCKS**

Learn More

Vehicles shown with options.



## **RESOLUTION 2025-60**

### **A Resolution of the City of Weslaco, Texas endorsing and supporting the South Texas International Marathon to encourage improved overall health for the community.**

**WHEREAS**, the City of Weslaco, Texas was approached by organizers of the South Texas International Marathon for support of their efforts in bringing awareness to the Rio Grande Valley of the importance of exercise and diabetes; and

**WHEREAS** the South Texas International Marathon is proposed to begin in Donna, Texas with the runners going through the cities of Donna, Weslaco, Mercedes and La Feria with the destination in Weslaco, Texas.

**WHEREAS** the City of Weslaco recognizes the importance of exercise and diabetes awareness; and

**WHEREAS**, regular physical activity is one of the most important things you can do for your health. Being physically active can improve your brain health, help you manage weight, reduce the risk of disease, strengthen bones, and muscle, and improve your ability to do everyday activities; and

**WHEREAS**, compared with people who do not have diabetes, people with diabetes are more likely to have a heart attack or a stroke, and they can also have heart attacks at a younger age. When this happens, heart attacks can be more severe and more deadly. By keeping your A1C's under control, you can lower your risk of these problems and adults who sit less and do any amount of moderate-to-vigorous physical activity gain some health benefits. Only a few lifestyle choices have as large an impact on your health as physical activity.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, TEXAS:**

That to show strong commitment and support of the South Texas International Marathon and fight against diabetes, the City of Weslaco hereby takes the initiative to assist in making this marathon a success and further ask the cities of Donna, Mercedes, La Feria, Cameron County and Hidalgo County to also show their support and commitment to the South Texas International Marathon by acknowledging approval by their elected officials.

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

PASSED AND APPROVED this 8th day of October 2025 by the City Commissioner of the City of Weslaco, Texas.

CITY OF WESLACO

---

ADRIAN GONZALEZ, MAYOR

ATTEST:

---

Norma A. Cantu CITY SECRETARY

APPROVED AS TO FORM:

---

Benjamin Castillo, INTERIM CITY ATTORNEY

RESOLUTION NO. 2025-59

A RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF WESLACO

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

That the City of Weslaco wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the route being for closures of streets for a public event in the city limits of Weslaco being a portion of Hwy. Business 83 eastbound and westbound streets in support of the Annual South Texas International Marathon event on December 7, 2025.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system, and this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 8th day of October 2025 by the City Commissioner of the City of Weslaco, Texas.

CITY OF WESLACO

\_\_\_\_\_  
ADRIAN GONZALEZ, MAYOR

ATTEST:

\_\_\_\_\_  
Norma A. Cantu CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin Castillo, INTERIM CITY ATTORNEY



STATE OF TEXAS        §  
COUNTY OF TRAVIS    §

# **AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Weslaco, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

## **W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including Business 83, in Hidalgo, County; and

**WHEREAS**, the local government has requested the temporary closure of Business 83 for the purpose of Running Marathon on the street, from FM 88 to S Mile 2 1/2 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the 8th day of October, 2025, the Weslaco City Council passed Resolution / ~~Ordinance No.~~ R2025-59, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## **A G R E E M E N T**

### **Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

### **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the Traffic Closure Incorporated (TEA30A)

proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

### **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore

or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

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

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

| Local Government:                               | State:                                                                            |
|-------------------------------------------------|-----------------------------------------------------------------------------------|
| <div></div> <div></div> <div></div> <div></div> | <div>Texas Department of Transportation</div> <div></div> <div></div> <div></div> |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. \_\_\_\_\_

Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF \_\_\_\_\_**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

Agreement No. \_\_\_\_\_

## **Exhibit A**

**Exhibit B**

Agreement No. \_\_\_\_\_

**Exhibit C**

Agreement No. \_\_\_\_\_





## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                               |                 |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                    |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1208 |  |
| <b>From:</b>                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Subject:</b><br>Approval of a request from Valley Nature Center to close Gibson Park to the public on November 8, 2025, for the 13th Brew in the Woods annual fundraiser and allow to serve alcohol during the event. (Requested by Valley Nature Center.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                           |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                       | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                  |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                 |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                     |                 |                                                              |  |
| ADELAIDA VEGA<br>Xavier Salinas<br>Xavier Salinas                                                                                                                                                                                                             |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>VNC request Brew in the Woods 2025                                                                                                                                                                                             |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                        |                 |                                                              |  |



301 S. Border Ave. PO Box 8125  
Weslaco, TX 78599  
(956) 969-2475 (956) 969-9915 fax  
[info@valleynaturecenter.org](mailto:info@valleynaturecenter.org) [www.valleynaturecenter.org](http://www.valleynaturecenter.org)

June 18, 2025

The Honorable Mayor Adrian Gonzalez  
Commissioner Letty Lopez  
Commissioner Pete Garcia  
Commissioner JP Rodriguez  
Commissioner Adrian Farias  
Commissioner Israel Gonzalez, Jr.  
Commissioner Josh Pedraza

Dear Mayor Gonzalez and Commissioners:

On behalf of the Valley Nature Center, I am writing to formally request the closure of the Gibson Park parking lot on Saturday, November 8, 2025, for our 13th Annual Brew in the Woods fundraising event.

This year's theme is "The Roaring 20s," and we are excited to welcome guests to an evening of celebration in support of our environmental education programs. As you may know, Brew in the Woods is a vital fundraiser for our organization, helping to sustain the work we do with throughout the year.

The event will run from 7:00 PM to 11:00 PM, and closing the parking lot for the day will help ensure that our guests have ample and convenient parking. We kindly ask for the lot to be closed for the full day of November 8th to allow for setup and event logistics. We would also like to request permission to serve alcohol at our event. We will secure the appropriate TABC permits and arrange for sufficient Weslaco Police Department presence to ensure the event is both safe and successful.

We greatly appreciate your consideration of this request. Please feel free to contact me directly at the Valley Nature Center if you have any questions or require additional details.

Sincerely,

Hollie S. Johnston  
Executive Director



# Standardized Agenda Request Form

|                                                                                                                                                                                           |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1222 |  |
| <b>From:</b><br>David Arce                                                                                                                                                                |                 |                                                              |  |
| <b>Subject:</b><br>Approval for staff to solicit bids for waterworks collection materials, distribution materials, and storm construction materials. (Staffed by Public Works Department) |                 |                                                              |  |
| <b>Background:</b><br>Solicit bids for the Utilities Division's annual supply list, which includes pipe, valves, saddles, fittings, storm inlets, grates, and related materials.          |                 |                                                              |  |
| <b>Funding Source (budget code, if applicable):</b>                                                                                                                                       |                 |                                                              |  |
| Amount:                                                                                                                                                                                   | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                   |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                              |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                             |                 |                                                              |  |
| <b>Advisory Review, if any (name of board/committee, date of action, recommendation):</b>                                                                                                 |                 |                                                              |  |
| David Arce<br>David Arce<br>Xavier Salinas                                                                                                                                                |                 | Created/Initiated<br>Approved<br>New                         |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                         |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approved                                                                                                                                                  |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Memo 2026 Approval to Solicit Bids – Utilities Division Annual Supply List                                                                                 |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                    |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

Date: October 8, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: Approval to Solicit Bids – Utilities Division Annual Supply List

Cc: Xavier Salinas, Asst. City Manager  
Omar Rodriguez, Interim Asst. City Manager  
Rosie Cavazos, Finance Director

---

Public Works is requesting approval to solicit bids for the Utilities Division's annual supply list, which includes pipe, valves, saddles, fittings, storm inlets, grates, and related materials. While individual items are below the City's purchasing threshold, the cumulative total is expected to exceed \$25,000, in accordance with the City's purchasing policy.

**Recommendation:**

Staff recommends approval to solicit bids.



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                            |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1225 |  |
| <b>From:</b><br>David Arce                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Subject:</b><br>Approval on renewal of the Interlocal Agreement between the County of Hidalgo and the City of Weslaco to provide and receive pickup and disposal service of commercial waste for the Sheriff's East Substation for one year. (Staffed by Public Works Department.) |                 |                                                              |  |
| <b>Background:</b><br>Ongoing agreement with the county to service solid waste.                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                   |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                               | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                         |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                             |                 |                                                              |  |
| David Arce<br>David Arce<br>Xavier Salinas                                                                                                                                                                                                                                            |                 | Created/Initiated<br>Approved<br>New                         |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approval                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Memo 2026 ILA Solid waste Services, ILA HC re commercial waste services at Sherriff's East Substation                                                                                                                                                  |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

Date: October 8, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: Award RFP for Routing Services Solid Waste Department

Cc: Xavier Salinas, Asst. City Manager  
Omar Rodriguez, Interim Asst. City Manager  
Rosie Cavazos, Finance Director

---

Consider approval of the renewal of the Interlocal Agreement between the County of Hidalgo and the City of Weslaco to provide and receive commercial waste pickup and disposal services for the Sheriff's East Substation for a one-year term.

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF  
HIDALGO AND THE CITY OF WESLACO**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the County of Hidalgo, Texas (“County”) and the City of Weslaco, Texas (“City”) (collectively, the “Parties”), under the authority of the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”). **WITNESSETH:**

**WHEREAS**, the County is a local government as defined by the Act; and

**WHEREAS**, the City is a municipality located within the jurisdiction of the County of Hidalgo, and is defined as a local government under the Act; and

**WHEREAS**, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003 of the Local Government Code; and

**WHEREAS**, the County and City seek to enter into an agreement to provide and receive pickup and disposal service of commercial waste for the Sheriff’s East Substation, also known as the Benito Bravo Substation For purposes of this Agreement, “Facility” means the Sheriff’s East Substation, also known as the Benito Bravo Substation.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties enter into this Agreement pursuant to the Act and agree as follows:

1. Scope of Services. City will place and maintain one (1) eight-cubic-yard refuse container at the Facility and perform one (1) collection per week. City will provide additional collections when requested by County and will invoice such collections at the then-current per-pull rate. County will not place hazardous, liquid, or otherwise prohibited waste in the container and will ensure clear, safe access for service. Additional location and access details are set out in Exhibit A (Service Location & Standards).

2. **Charges; Rate Changes.** The initial monthly charge is \$140.27 for one weekly pickup of the eight-yard container. Thereafter, charges will align with the City's then-current commercial solid-waste rates as adopted by ordinance or applicable City contract and reflected in Exhibit B (Rates & Fees). City will provide at least thirty (30) days' prior written notice of any change to its rates. Extra pickups, overages/overloads, contamination, relocation, or stand-by time are billable at then-current rates and will be itemized on the invoice.
3. **Invoicing; Payment; Nonpayment.** City will invoice monthly and itemize service dates and applicable rates/fees. County will pay undisputed amounts within thirty (30) days of receipt, consistent with the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).
4. **Effective Date; Term; Renewal.** This Agreement becomes effective on the later of (a) execution by both Parties and (b) approval by each Party's governing body (the "Effective Date"). The Initial Term is one (1) year from the Effective Date and will automatically renew for up to five (5) additional one-year terms unless either Party gives the other at least sixty (60) days' prior written notice of non-renewal.
5. **Termination.**
  - (a) For Convenience. Either Party may terminate this Agreement, in whole or in part, with sixty (60) days' prior written notice.
  - (b) For Cause. A Party may terminate for the other Party's material breach not cured within thirty (30) days after written notice (ten (10) days for nonpayment).
6. 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 sixty (60) 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. Gov't Code Ann. Section 271.903.

7. **Liability; Immunities; No Special Damages.** To the extent allowed by law, each Party is responsible for its own negligent acts or omissions in the performance of this Agreement, without waiving any sovereign or governmental immunity or any defenses available under Texas law. No indemnity is provided by either Party. No consequential, incidental, exemplary, or special damages are recoverable. No joint enterprise, partnership, or agency is created by this Agreement.
8. **Records; Audit; Public Information.** Each Party will maintain records reasonably necessary to verify performance and invoices for three (3) years after termination and will make them available upon reasonable notice. The Parties acknowledge their obligations under the Texas Public Information Act.
9. **Subcontracting; Assignment.** City may perform through its contracted solid-waste hauler(s), but City remains responsible for compliance with this Agreement. Neither Party may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld.
10. This Agreement 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
11. Pursuant to 2 CFR 200.236, 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 attached and incorporated by reference into this County contract should it be subject to Federal award.

12. 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.

All agreements between City and County are set out in this agreement and no other agreements not contained herein shall be enforceable against either party.

Accepted, approved and witnessed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

[SIGNATURE PAGE TO FOLLOW]

**APPROVED BY COMMISSIONERS' COURT ON September 30, 2025**

**Agenda Item No. 100869**

**Executive Office: \_\_\_\_\_**

**CITY:**  
CITY OF WESLACO

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Adrian Gonzalez, Mayor

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Michelle Lopez, ADA

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

Agenda Item Meeting Notes

**SUPPLEMENTAL SIGNATURES:**

CITY OF WESLACO:

By: \_\_\_\_\_  
**Full Name** , City Attorney

By: \_\_\_\_\_  
Norma A. Cantu, City Secretary

**I. IT Department**

1. AI-100837 Requesting approval to enter into a one (1) year Software License Subscription Agreement for NEOGOV Subscriptions (Insight, Governmentjobs.com, and Perform) through HC's membership with OMNIA Partners (Contract No. 2024056-02) with SHI Government Solutions, Inc. in the amount of \$131,725.50

**J. Facilities Management**

1. AI-100949 Requesting approval to award job order contractor, Herrcon, LLC., through HC's membership with Buyboard Purchasing Cooperative (JOC Contract No. 728-24), for the "District Attorney's Building Plumbing Repairs," in the amount of \$113,693.07 (fee includes bonds), with authority to issue a Notice to Proceed upon receipt of the required payment and performance bonds.

**K. Sheriff's Office**

1. AI-100942 Requesting approval to enter into a ten (10) year Equipment Lease-Purchase Agreement through HC's membership with Texas Department of Information Resources (DIR-CPO-Motorola Solutions, Inc., in the total annual payment amount of \$510,580.53

**APPROVED**

2. AI-100868 Requesting approval of the Interlocal Cooperation Agreement between HC and City of Weslaco for commercial waste pickup and disposal services at HC Benito Bravo East-Side Sheriff's Sub Station, in the total monthly charge of \$140.27

**20. Executive Office:**

- A.** Presentation for discussion and possible action of the following:
- 1) New Courthouse Project Updates
  - 2) Update on ongoing county owned building construction, relocation and/or renovation repair projects
  - 3) Emergency situations occurring since last agenda meeting
  - 4) Update on ongoing ARPA Projects

- B.** AI-100975 Discussion, consideration and action on an Order prohibiting roadside sales of live animals within the unincorporated areas of Hidalgo County

**21. Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, (Consultation with Attorney), 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development) to discuss the following:

- A.** Real Estate Acquisition

AI-100868

Purchasing Department 19. K. 2.

**CC REGULAR AGENDA SPECIAL  
MTG**

**Sheriff's Office**

**Meeting Date:** 09/30/2025

**Submitted For:** Ignacio Amezcua,  
PURCHASING DEPT.

**Submitted By:** Pablo Granados

**Department:** PURCHASING DEPT.

---

**CAPTION**

Requesting approval of the Interlocal Cooperation Agreement between HC and City of Weslaco for commercial waste pickup and disposal services at HC Benito Bravo East-Side Sheriff's Sub Station, in the total monthly charge of \$140.27

**BACKGROUND**

Project No. 25-0550

---

**Fiscal Impact**

**CALENDAR YEAR:** 2025

**ACCT. #:** 5-1100-421-00-280-001-0-421

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available.

---

**Attachments**

Legal Approval

Interlocal Agreement

---

**Form Review**

**Inbox**

Purchasing / Internal  
Budget & Management  
Final Approval  
Form Started By: Pablo Granados  
Final Approval Date: 09/24/2025

**Reviewed By**

Ignacio Amezcua  
Veronica Ortiz  
Monica Salinas

**Date**

09/23/2025 11:27 AM  
09/23/2025 01:22 PM  
09/24/2025 04:42 PM  
Started On: 09/16/2025 01:51 PM



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                     |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1239 |  |
| <b>From:</b><br>ROSA Badillo                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>Approval to use Court Technology Funds to pay for the yearly fee for Incode Version 9 software services for Municipal Court, including the Court Case Management and the System software Non-SQL Maintenance for the cycle starting October 1, 2025, and ending September 30, 2026, for the amount not to exceed \$12,226.08. (Staffed by Municipal Court). |                 |                                                              |  |
| <b>Background:</b><br>Municipal Court has to pay a yearly service fee for our Incode Version 9 software.                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Funding Source (budget code, if applicable):</b>                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any (name of board/committee, date of action, recommendation):</b>                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| ROSA Badillo<br>ROSA Badillo<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                 |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Attachments, if any:</b><br>City Hall Memo, Tyler Technologies Invoice for Municipal Court Software                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Once approved, we will proceed with the Purchase Order to submit payment.                                                                                                                                                                                                                                                            |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



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

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

## INTERDEPARTMENTAL MEMO WESLACO MUNICIPAL COURT

DATE: September 18, 2025

TO: Commissioners & Assistant City Manager

FROM: Rosa Badillo, Court Administrator

SUBJECT: Agenda Item – Yearly Renewal of Tyler Technology Court Software

---

The Court has Incode Version 9. The total amount owed for Incode software services for this coming fiscal year is \$12,226.08. I ask the commission to give us the approval to use our court technology fund to pay the renewal fee. There is no cost to the city. The approval will allow us to move forward with our daily work.

Should you have any questions or comments, please do not hesitate to contact me.



**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

| Invoice No | Date       | Page   |
|------------|------------|--------|
| 025-525082 | 09/01/2025 | 1 of 1 |

**Questions:**  
Tyler Technologies- Local Government  
Phone: 1-800-772-2260 Press 2, then 2  
Email: ar@tylertech.com



Bill To WESLACO MUNICIPAL COURT  
255 SOUTH KANSAS  
WESLACO, TX 78596

Ship To WESLACO MUNICIPAL COURT  
255 SOUTH KANSAS  
WESLACO, TX 78596

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date   |
|------------------------|--------|-----------|----------|-------|------------|
| 45019 - 10704 - 10704  | 215698 |           | USD      | NET30 | 10/01/2025 |

| Contract Date                                | Description                                                                          | Units | Rate | Extended Price |
|----------------------------------------------|--------------------------------------------------------------------------------------|-------|------|----------------|
| Contract No.: Weslaco, City of               |                                                                                      |       |      |                |
| Cycle: Start: 01/Oct/2025, End: 30/Sep/2026  |                                                                                      |       |      |                |
| Municipal Justice Annual Fees<br>01/Dec/2009 | Court Case Management<br>Cycle: Start: 01/Oct/2025, End: 30/Sep/2026                 | 1     |      | \$12,145.54    |
| Third Party Annual Fees<br>01/Dec/2009       | System Software Non SQL - Maintenance<br>Cycle: Start: 01/Oct/2025, End: 30/Sep/2026 | 1     |      | \$80.54        |

RECEIVED

AUG 25 2025

ACCOUNTS PAYABLE  
CITY OF WESLACO

**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

|               |           |
|---------------|-----------|
| Subtotal      | 12,226.08 |
| Sales Tax     | \$0.00    |
| Invoice Total | 12,226.08 |





# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1202 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                                              |  |
| <b>Subject:</b><br>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 for an amount not to exceed \$90,000 effective October 1, 2025, through September 30, 2026. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                |                                  |                                                              |  |
| <b>Background:</b><br><br>During the City's annual budget workshops, the City Commission allocates funding to support the operations of the Weslaco Museum. For Fiscal Year 2026, total funding remains at \$90,000, which is the same level as the prior fiscal year. Of this amount, \$69,100 will be funded from the General Fund and \$20,900 will be funded from the Hotel Motel Fund.<br><br>The City's continued support ensures that the Weslaco Museum can preserve and promote the cultural and historical heritage of the community while providing educational and recreational opportunities for residents and visitors. |                                  |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):<br>101-5140-528490<br>221-5504-528490                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |                                                              |  |
| Amount: \$69,100.<br>\$20,900                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Term of Impact: 1 YEAR<br>1 year | Identified in Current Budget: YES<br>Yes                     |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |                                                              |  |
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by the Finance Director.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                                                              |  |
| <b>Attachments, if any:</b><br>100825 Wes Museum PPC MEMO, FY2026 Weslaco Museum Public Purpose Services Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                                                              |  |

---

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

**Date: September 30 ,2025**

**To: Mayor & City Commission**

**CC: Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager**

**From: Rosie Cavazos, Finance Director**

**Re: 2026 Funding Allocation – Weslaco Museum**

.....

The City of Weslaco has annually promoted cultural programs that highlight the City's history and support community cultural events. These programs play a vital role in informing and engaging citizens about Weslaco's heritage and cultural identity. The City wishes to continue these services for another year through its partnership with the Weslaco Museum.

For Fiscal Year 2026, funding for the Weslaco Museum has been budgeted at \$90,000. Of this total, \$69,100 will be provided from the General Fund and \$20,900 from the Hotel Motel Fund. This allocation ensures continued support for cultural preservation and community programming.

The total appropriation of \$90,000 has been incorporated into the FY 2026 Budget, with the split of \$69,100 from the General Fund and \$20,900 from the Hotel Motel Fund. No additional financial impact is anticipated beyond the amounts already budgeted.

Staff recommends approval of the FY 2026 funding allocation of \$90,000 for the Weslaco Museum, with funding split between the General Fund and the Hotel Motel Fund.

|                    |   |                            |
|--------------------|---|----------------------------|
| 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     day of O c t o b e r 2025, 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, 2025 and ends September 30, 2026.

#### 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  
HISTORY  
255 S. Kansas Avenue  
Weslaco, TX 78596  
Attn.: City Manager

CONTRACTOR

WESLACO MUSEUM OF LOCAL  
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. 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



CITY OF WESLACO

By: \_\_\_\_\_  
Adrian Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Norma A. Cantu, City Secretary

Approved as to form:

\_\_\_\_\_  
Benjamin Castillo , Interim City Attorney

\_\_\_\_\_  
WESLACO MUSEUM  
By: Crystal Rodriguez (Executive Director)

## 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                        | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1204 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |                                                              |  |
| <b>Subject:</b><br>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, 2025, through September 30, 2026. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                      |                        |                                                              |  |
| <b>Background:</b><br>The City of Weslaco annually promotes and supports cultural and recreational programs that benefit the community. As part of these efforts, the City has historically provided financial support to the Boys and Girls Club to ensure continued youth engagement and development opportunities. For Fiscal Year 2026, the City will continue these services with an appropriation of \$75,000 from the General Fund, consistent with the funding level provided in the prior fiscal year. No additional financial impact is anticipated beyond the amount already budgeted. Staff recommends approval. |                        |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):<br>101-5140-528476                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |                                                              |  |
| Amount: \$75,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Term of Impact: 1 YEAR | Identified in Current Budget: YES                            |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |                                                              |  |
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by the Finance Director.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |                                                              |  |
| <b>Attachments, if any:</b><br>100825 BGC PPC MEMO, FY 2026 BGC Public Purposes Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

**Date: September 30 ,2025**

**To: Mayor & City Commission**

**CC: Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager**

**From: Rosie Cavazos, Finance Director**

**Re: 2026 Funding Allocation – Boys & Girls Club**

.....

The City of Weslaco annually promotes and supports cultural and recreational programs that benefit the community. As part of these efforts, the City has historically provided financial support to the Boys and Girls Club to ensure continued youth engagement and development opportunities.

For Fiscal Year 2026, the City will continue providing funding for these services. An appropriation of \$75,000 has been included in the General Fund budget for the Boys and Girls Club. This amount is consistent with the funding level provided in the prior fiscal year.

The recommended funding allocation of \$75,000 will be provided from the General Fund. No additional financial impact is anticipated beyond the amount already budgeted.

Staff recommends approval of the FY 2026 funding allocation of \$75,000 from the General Fund to the Boys and Girls Club.

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 1st the day of October 2025, 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, 2025 and ends September 30, 2026 .

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

I  
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. 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.

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

---

Adrian Gonzalez, Mayor

ATTEST:

---

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

---

Benjamin Castillo, Interim 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1203 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>Subject:</b><br>Approval of the Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between the City of Weslaco and the following:<br>1) Weslaco Chamber of Commerce for \$; 360,795<br>2) Frontera Audubon Society for \$50,000; and<br>3) Lower Rio Grande Valley Nature Center for \$ 99,160<br>(Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Background:</b><br><br>The City of Weslaco allocates a portion of Hotel/Motel Room Occupancy Tax proceeds through Special Services Agreements to support tourism, economic development, and cultural enrichment activities that benefit the community. For Fiscal Year 2026, funding has been budgeted as follows:<br><br>(1) Weslaco Chamber of Commerce – \$360,795;<br><br>(2) Frontera Audubon Society – \$50,000; and<br><br>(3) Lower Rio Grande Valley Nature Center – \$99,160.<br><br>These agreements continue the City's commitment to promoting tourism and enhancing quality of life for residents and visitors. Staff recommends approval of the Special Services Agreements as presented. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by the Finance Director.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff Recommends Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |

|                                                                                |
|--------------------------------------------------------------------------------|
| <b>Attachments, if any:</b>                                                    |
| 100825 HOT PPC MEMO, Chamber 2026 SSA, Frontera Audubon 2026 SSA, 2026 SSA VNC |
| <b>Responsibilities upon Approval:</b>                                         |

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

**Date: September 30 ,2025**

**To: Mayor & City Commission**

**CC: Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager**

**From: Rosie Cavazos, Finance Director**

**Re: 2026 Funding Allocation – Hotel/Motel Tax**

.....

The City of Weslaco annually enters into agreements with the Weslaco Chamber of Commerce, Frontera Audubon Society, and the Valley Nature Center for the purpose of attracting and promoting tourism. These agreements are designed to increase awareness of Weslaco's cultural, recreational, and natural resources within surrounding communities, across the state, and beyond, while generating revenue for the local economy.

For Fiscal Year 2026, Special Services Agreements have been prepared with the following allocations from Hotel/Motel Room Occupancy Tax proceeds:

- Weslaco Chamber of Commerce – \$360,795
- Frontera Audubon Society – \$50,000
- Lower Rio Grande Valley Nature Center – \$99,160

Funding for these agreements is derived from the collection of Hotel/Motel Room Occupancy Taxes. All appropriations are included in the adopted FY 2026 Budget. No additional financial impact is anticipated.

Staff recommends approval of the Special Services Agreements with the Weslaco Chamber of Commerce, Frontera Audubon Society, and the Lower Rio Grande Valley Nature Center as presented.



|                   |   |                                  |
|-------------------|---|----------------------------------|
| 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 2025, 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 \$360,795 of which \$360,795 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 2025 and shall continue in force ending September 30, 2026. 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:**

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**

---

**Adrian Gonzalez, MAYOR**

**ATTEST:**

---

**Norma A. Cantu, CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**Benjamin Castillo, INTERIM CITY ATTORNEY**

**WESLACO AREA  
CHAMBER OF COMMERCE**

---

**, Board Chairman**

**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 2025, 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 \$50,000.00, of which \$50,000.00 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 2025 and shall continue in force ending September 30, 2026. 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:**

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**

---

**Adrian Gonzalez, MAYOR**

**ATTEST:**

---

**Norma A. Cantu, CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**Benjamin Castillo, INTERIM CITY ATTORNEY**

**FRONTERA AUDUBON**

---

**Travis McDaniel, President**

**ATTEST:**

---

**Christine Warren,  
Director**

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

### **PUBLICITY AND TOURISM AGREEMENT**

This agreement made this the \_\_\_\_ day of October 2025, 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 \$99,160, of which \$99,160 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 2025 and shall continue in force ending September 30, 2026. 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:**

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**

---

**Adrian Gonzalez, MAYOR**

**ATTEST:**

---

**Norma A. Cantu, CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**Benjamin Castillo, INTERIM CITY ATTORNEY**

**VALLEY NATURE CENTER**

---

**, President**

**ATTEST:**

---

**Hollie Johnston, Director**



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1262 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Subject:</b><br>Approval of Resolution 2025-63 amending the authorized representatives for TexPool/Texpool Prime investment funds for the City of Weslaco. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Background:</b><br><br>The City of Weslaco participates in TexPool and TexPool Prime, investment pools that provide local governments with safe, liquid, and competitive investment alternatives. Authorized representatives are required in order to conduct transactions on behalf of the City. Resolution 2025–63 updates the list of authorized representatives by removing the Accountant II position and adding Interim Assistant City Manager Omar Rodriguez. This action ensures compliance and uninterrupted investment management for the City’s TexPool and TexPool Prime accounts. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| ADELAIDA VEGA<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff Recommends Approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Attachments, if any:</b><br>R2025-63 TexPool authorized representatives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |



# Resolution Amending Authorized Representatives

## RESOLUTION 2025-63

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

### \* Required Fields

#### 1. Resolution

##### WHEREAS,

CITY OF WESLACO

Participant Name\*

77734

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. XAVIER SALINAS ASSISTANT CITY MANAGER

Name

Title

9569683181

Phone

9569686717

Fax

XSALINAS@WESLACOTX.GOV

Email

Signature

2. OMAR RODRIGUEZ INTERIM ASSISTANT CITY MANAGER

Name

Title

9569683181

Phone

9569686717

Fax

ORODRIGUEZ@WESLACOTX.GOV

Email

Signature

3. ROSALINDA CAVAZOS FINANCE DIRECTOR

Name

Title

9569733158

Phone

9569686717

Fax

RCAVAZOS@WESLACOTX.GOV

Email

Signature

## 1. Resolution (continued)

4. SONIA FLORES ASSISTANT FINANCE DIRECTOR  
Name Title  
9 5 6 9 7 3 3 1 1 2 9 5 6 9 6 8 6 7 1 7 SFLORES@WESLACOTX.GOV  
Phone Fax Email  
  
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

ROSALINDA CAVAZOS  
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title  
    
Phone Fax Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of , 20.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

CITY OF WESLACO  
Name of Participant\*

### SIGNED

Signature\*  
Adrian Gonzalez  
Printed Name\*  
Mayor  
Title\*

### ATTEST

Signature\*  
Norma A. Cantu  
Printed Name\*  
City Secretary  
Title\*

## 2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291





# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1261 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Subject:</b><br>Approval for staff to solicit proposals for the financing of a Spartan Gladiator Pumper for an amount not to exceed \$1,582,819.00. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Background:</b><br><br>On October 10, 2023, the City Commission authorized staff to purchase a Spartan Rescue Pumper through Metro Fire Apparatus Specialist BuyBoard Contract #651-21 in an amount not to exceed \$1,582,519.00. The Pumper is currently being equipped with final components and has an estimated delivery date of November 2025.<br><br>To support this purchase, the Finance Department is requesting authorization to solicit proposals for financing the apparatus over a 10-year term, utilizing the Fire Department Apparatus Replacement Program (Fund 415 – FDER). |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| ADELAIDA VEGA<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff Recommends Approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Weslaco Tandem Axle NXT Rescue Pumper Specs, Weslaco Tandem Axle NXT Rescue Pumper Proposal, Weslaco Tandem Axle NXT Rescue Pumper Drawing                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |

# **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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  $\pm 50$  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:

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

- (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)  $\pm 5$  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)  $\pm 5$  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)  $\pm 5$  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)  $\pm 5$  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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

(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)  $\pm$ 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 foot<sup>3</sup> (0.30 m<sup>3</sup>) 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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

- (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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

### 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.



# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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".

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

- 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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

### **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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



# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## 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 1/8<sup>th</sup> 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.

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## 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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

### **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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

### **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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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 'wye' 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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

### 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.

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.



# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

### 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

### 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

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## 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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

### 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".

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

### **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

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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



# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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 3<sup>rd</sup> party analyzed to carry a working load of:

Full depth side compartment: 1,000 lbs (453.59 kg) per compartment

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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 3<sup>rd</sup> party engineering firm. At a minimum, the 3<sup>rd</sup> 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 3<sup>rd</sup> 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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.



# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

### 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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

### 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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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:

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# **WESLACO FIRE DEPARTMENT**

**METRO FIRE APPARATUS SPECIALISTS, INC.**

## **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.

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

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.

# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.



# **WESLACO FIRE DEPARTMENT**

## **METRO FIRE APPARATUS SPECIALISTS, INC.**

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.

# WESLACO FIRE DEPARTMENT

METRO FIRE APPARATUS SPECIALISTS, INC.

## 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

METRO FIRE APPARATUS SPECIALISTS, INC.

## **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.

# WESLACO FIRE DEPARTMENT

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          |

# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

|    |    |                          |                                |
|----|----|--------------------------|--------------------------------|
| 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       |



# WESLACO FIRE DEPARTMENT

## METRO FIRE APPARATUS SPECIALISTS, INC.

|   |    |                            |                                |
|---|----|----------------------------|--------------------------------|
| 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](http://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](http://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.

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

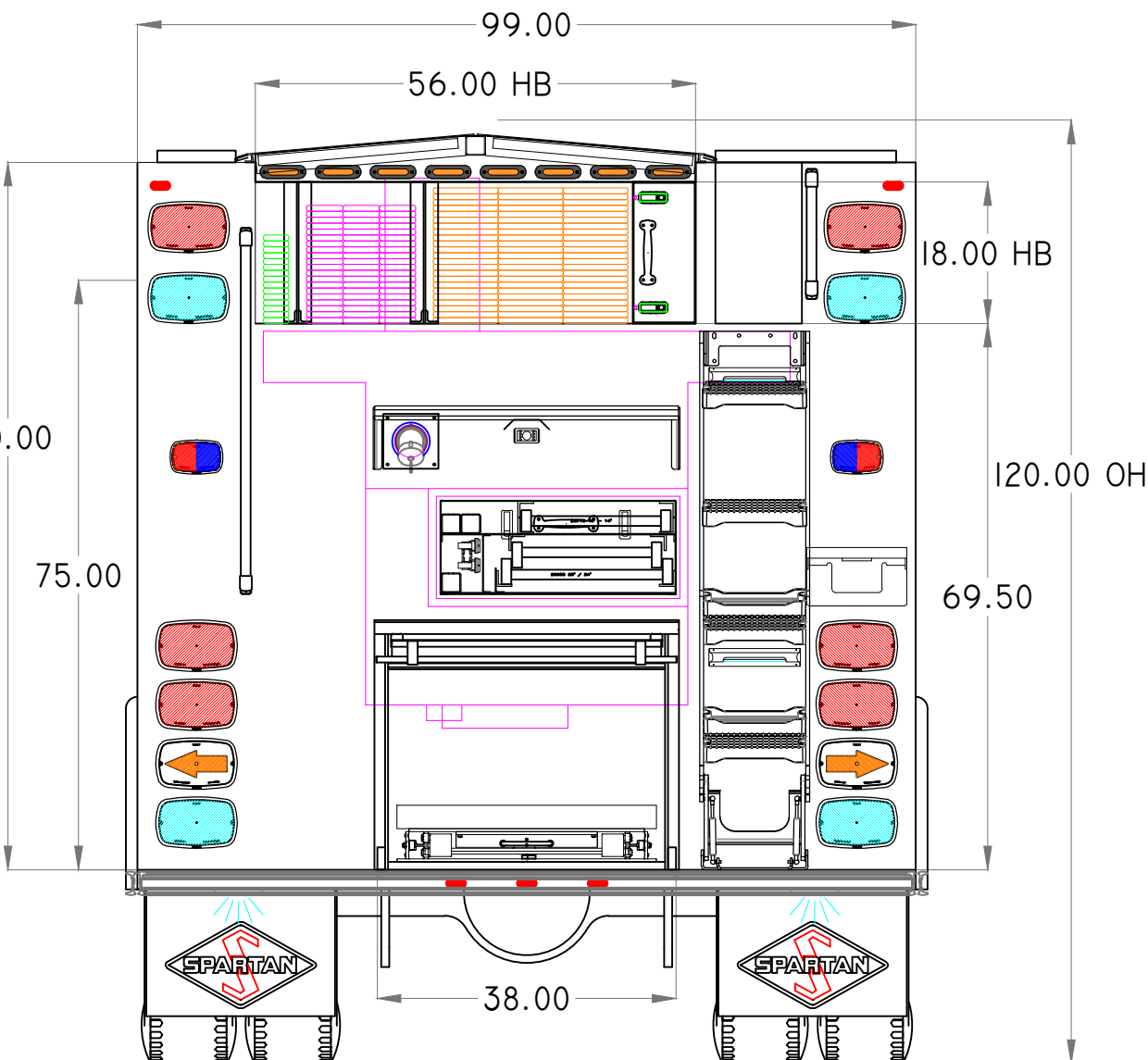
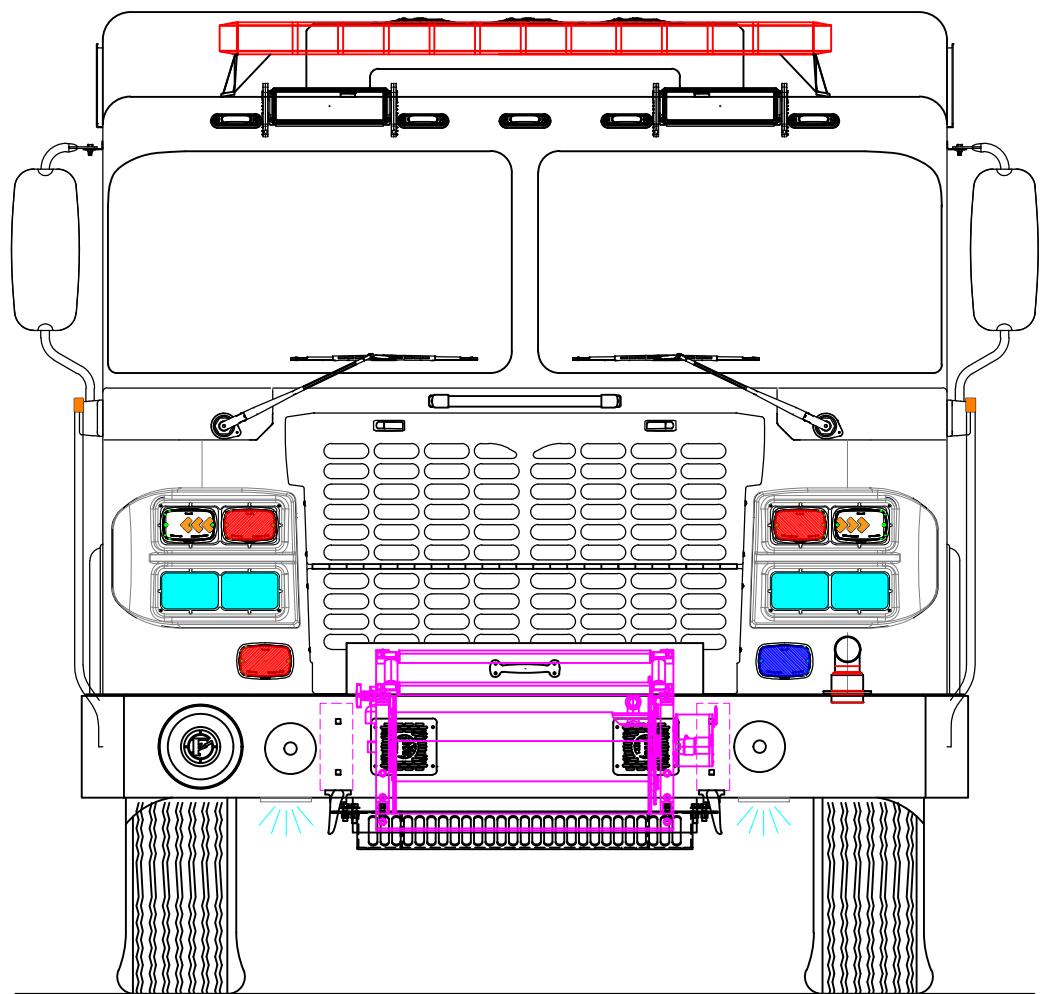
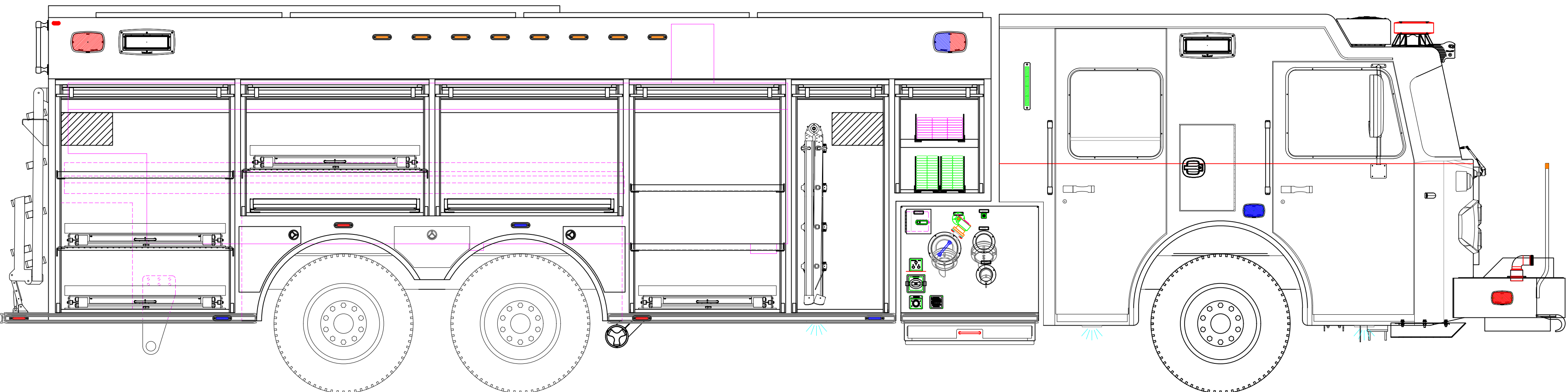
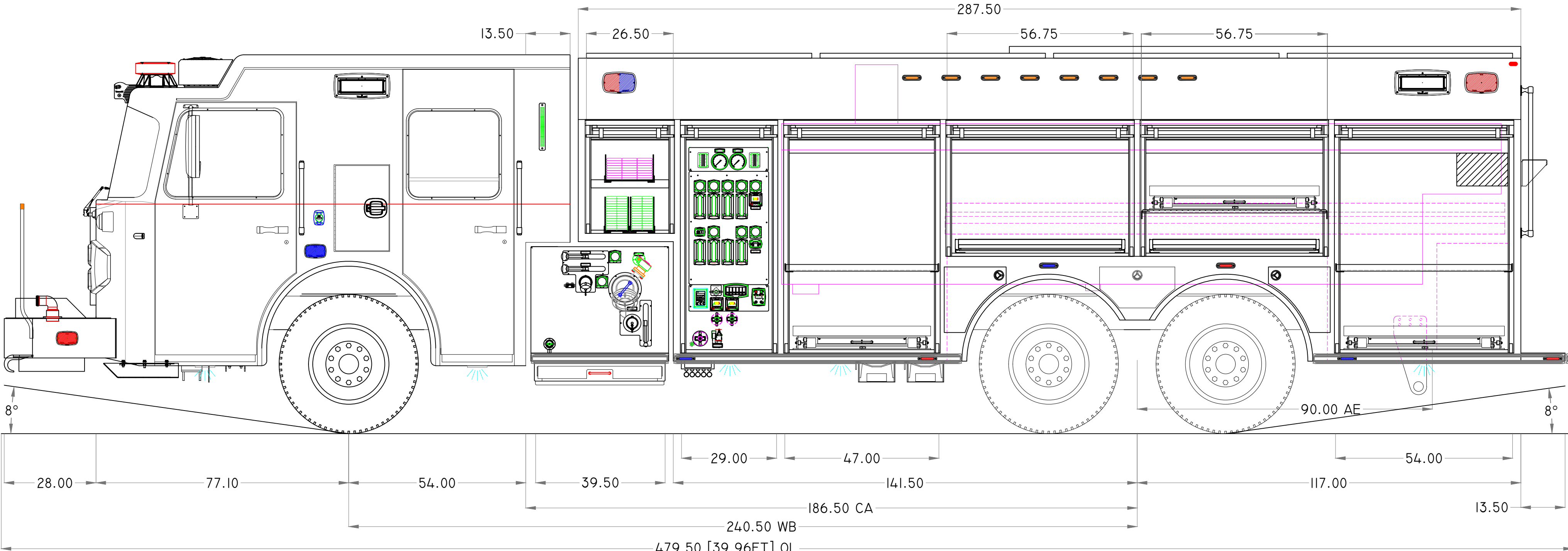
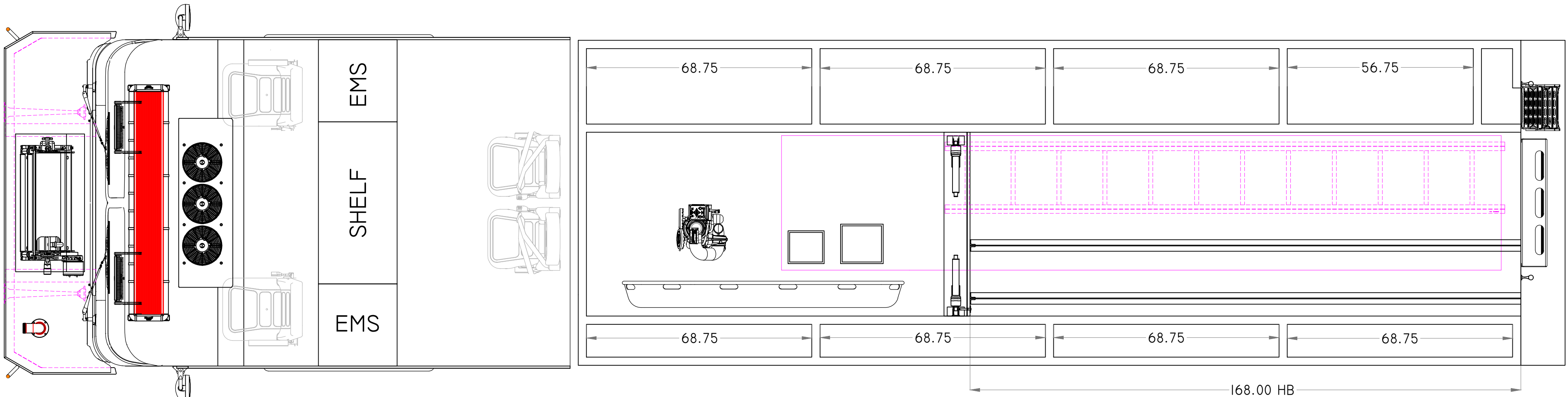
|     |          |                  |      |
|-----|----------|------------------|------|
| 0   | 06/21/23 | INITIAL PROPOSAL | B.H. |
| REV | DATE     | DESCRIPTION      | NAME |

SCALE: NOT TO SCALE

CUSTOMER:

WESLACO FIRE DEPARTMENT

|               |                         |
|---------------|-------------------------|
| TRUCK NUMBER: | DEALER:                 |
| 000000        | METRO FIRE<br>APPARATUS |





# Standardized Agenda Request Form

|                                                                                                                                                                                                                      |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                           |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1249 |  |
| <b>From:</b>                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Subject:</b><br>Approval of the affiliation agreement between Weslaco Fire Department and Rapid Response Training Center, LLC to provide clinical learning experiences to students. (Staffed by Fire Department.) |                 |                                                              |  |
| <b>Background:</b><br>Agreement to allow clinical hours ride outs for students in an EMS-based System. (Weslaco Fire Dpartment).                                                                                     |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                  |                 |                                                              |  |
| Amount:                                                                                                                                                                                                              | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                              |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                         |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                        |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                            |                 |                                                              |  |
| Aurelia Carrillo<br>ANTONIO LOPEZ<br>Xavier Salinas                                                                                                                                                                  |                 | Created/Initiated<br>Approved<br>New                         |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                    |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approved                                                                                                                                                                             |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Affiliation Agreement Rapid Response                                                                                                                                                  |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                               |                 |                                                              |  |



## **AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE**

This AGREEMENT is made the 28th day of August 2025, by and between **Weslaco Fire Department** and **Rapid Response Training Center LLC**.

WHEREAS, Weslaco Fire Department (hereinafter referred to as "AFFILIATE") and Rapid Response Training Center (hereinafter referred to as "The School") recognize that trained personnel in the fields of allied health are necessary to the staffing and operation of health care institutions and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the AFFILIATE through its administrators and staff, and the School through the administrators and staff of its Allied Health Education Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of allied health.

In mutual consideration of the foregoing and following, The School and AFFILIATE agree as follows:

### **I. TERMS**

1. This agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.
2. This agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this agreement. Non-consensual termination shall become effective three months after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

### **II. GENERAL UNDERSTANDING**

The parties hereto recognize that, in the performance of this agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore, enter into this agreement with the intention of loyally cooperating with each other in carrying out the terms of this agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and tender the highest service to the public.

### III. NOTICES

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by mail addressed as follows:

**AFFILIATE: Weslaco Fire Department**

225 S. Kansas Ave.

Weslaco, Tx. 78596

**SCHOOL: Rapid Response Training Center LLC**

200 S. Texas Blvd. Ste. G

Weslaco, Tx. 78596

or such address as may be hereinafter designated by notice. All notices become effective only when received by the addressee and upon verification.

### IV. JOINT PROGRAM RESPONSIBILITIES

1. Both parties to the agreement will cooperate in providing the student a proper learning opportunity in maintaining good patient care.
2. It is mutually agreed that those students permitted to utilize the AFFILIATE under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the clinical material available.
3. Visits by The School staff to the AFFILIATE and visits by AFFILIATE staff to the School are accepted and welcomed for purposes of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.
4. The determination of the number of assigned students, the schedules, and the availability of the AFFILIATE shall be made by mutual agreement between the liaisons designated by both parties.
5. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, schedules, and learning opportunities pertinent to the clinical education of students.
6. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between AFFILIATE and student, all matters including rights and responsibilities related to such employment are the sole concern of AFFILIATE and student.
7. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.

8. In accordance with the Program Affiliation Agreement, the AFFILIATE representative is:

Adrian Gonzalez, Mayor  
Antonio Lopez, Fire Chief / Licensed Paramedic  
Weslaco Fire Department  
225 S. Kansas Ave.  
Weslaco, Tx. 78596  
956.968.3181

The School representative is:  
Juan Delamora  
Program Director  
Rapid Response Training Center LLC  
200 S. Texas Blvd. Ste. G  
Weslaco, Tx. 78596  
956.800.2302

9. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
10. Representatives from the AFFILIATE and The School shall meet at least once each year to review the progress of the program and make policy for the next year.

## **V. OBLIGATIONS, RIGHTS, AND RESPONSIBILITIES OF The School**

1. The School will provide qualified instructors as expressed in the curriculum and who have appropriate licensure for the courses that they teach.
2. Instructors and students of the Program will comply with the existing policies of the AFFILIATE when carrying out the “AFFILIATE Centered” portion of the Program.
3. The School will require the students to be properly attired when reporting for clinical experience. A School logo is required. No other agency uniforms may be worn during clinicals.
4. Students will have current immunizations for Measles, Mumps, Rubella, Diphtheria, Tetanus, and Tuberculosis Skin Test and if positive a chest X-ray, able to be furnished upon request.
5. The School will maintain on file for quick reference at the College the following information:
  - a. MMR (Measles, Mumps, Rubella)
  - b. Varicella
  - c. Hepatitis B (strongly recommended)
  - d. Influenza (strongly recommended)
  - e. TB skin test or chest X-ray
  - f. Criminal background check
  - g. Drug/Alcohol screen results
6. The School will instruct its students and faculty to respect the confidential nature of all information which may come to their knowledge in their experience with members of the health care team, patients and AFFILIATE records.
7. The School instructors and its students recognize that they are not subject to coverage by the AFFILIATE’S Worker’s Compensation Program.
8. Students must wear a photographic identification badge at all times while on the AFFILIATE premises.
9. The School faculty will cooperate with and participate in the AFFILIATE inservice programs as appropriate.
10. The School faculty will be responsible for administrative functions related to the student experience, such as records of rotation, attendance, and proficiency.
11. The School faculty will evaluate and counsel students with regards to performance.
12. The students will be subject to rules and regulations pertaining to regular employees of the AFFILIATE.
13. The faculty and students will meet the standards for patient care of the AFFILIATE.

14. The School will provide teaching facilities for students and faculty of the program.
15. Control of the program ultimately rests with The School. The School is responsible for preparing students for the clinical education phase of their education and assumes full responsibility for the planning and execution of the education program. The School will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisite to Program completion which include infectious control issues.
16. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.
17. The School will supervise this practical experience to assure safe practice for the student and The School faculty and staff.
18. The School will maintain appropriate accreditation of its academic programs.
19. The School will provide relevant background information on students as requested by the AFFILIATE to the extent permitted by law.
20. The School will be responsible for the final grading of the students.
21. The School will instruct its students to comply with the existing policies of the AFFILIATE that when carrying out the "Clinical Duties" that meet the standard for patient care of the AFFILIATE.
22. The School will cause to be made available from third parties, liability and accident insurance for students enrolled in the program. The School will be required to maintain professional liability in the amount of \$1,000,000 per student/\$3,000,000 aggregate per student, The School will maintain current proof of such insurance on file.

## **VI. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE AFFILIATE**

1. AFFILIATE agrees to assist the program by providing, through its supervisory personnel, regular evaluation of students at intervals to be agreed upon by the AFFILIATE and The School ; the evaluation forms to be provided by The School.
2. AFFILIATE will allow participating students to use any library facilities which are open to the AFFILIATE staff.
3. AFFILIATE will assume the cost of equipment that is broken or damaged in its normal use.
4. AFFILIATE will orient The School faculty and students to facilities and policies.
5. AFFILIATE will inform its professional staff of its participation in the various training programs of The School.

6. The teaching equipment owned by AFFILIATE may be used in the teaching program necessary for demonstration of patient care skills in the clinical phase of the program.
7. AFFILIATE will supply, without remuneration to the student, opportunity for practical and/or observation experience designed to supplement theory training given by The School.
8. AFFILIATE will monitor clinical experience as necessary to assure safe practice for the student and others, including patients/residents of AFFILIATE.
9. Students may not take the responsibility or the place of “qualified” staff. However, after demonstrating proficiency, students may be permitted to perform procedures with careful supervision.
10. AFFILIATE reserves the rights, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of the AFFILIATE or any appropriate authority controlling and directing said AFFILIATE.
11. AFFILIATE may assign this agreement upon the sale of AFFILIATE’S facilities to be effective upon notice by AFFILIATE to The School of such assignment.

## **VII. GENERAL PROVISIONS**

1. The AFFILIATE will not be charged for any services performed by The School students or personnel in connection with the program contemplated by this agreement. The AFFILIATE will not have any obligation to pay the salaries or expenses of any students or personnel of The School in connection with this program.
2. Under no circumstances will a student or personnel be considered agents or employees of the AFFILIATE, but rather will be considered to be on the AFFILIATE premises for the purpose of teaching or acquiring health care skills.
3. It is understood that in as much as possible, the students and instructors will be free of communicable diseases and will have an annual PPD and/or chest X-ray.
4. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section

164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

5. School Status.

School represents and warrants to AFFILIATE that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify AFFILIATE of any change in status of the representation and warranty set forth in this section. Any breach of this Section 17 shall give AFFILIATE the right to immediately terminate this Agreement for cause.

## **VIII. INDEMNIFICATION**

The School agrees to indemnify and hold harmless AFFILIATE from any and all claims, demands, damages liabilities, and cost incurred by AFFILIATE, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of The School, its agents, or employees, in performing The obligations hereunder. AFFILIATE agrees to indemnify and hold harmless The School from any and all claims, demands, damages liabilities, and cost incurred by The School which directly or indirectly result from or arise in connection with any act or omission of AFFILIATE, its agents or employees, in performing AFFILIATE'S obligation hereunder.

## **IX. LIMITATION ON CIVIL LIABILITY**

A person who authorizes, sponsors, supports, finances, or supervises the functions of The School personnel is not liable for civil damages for an act or omission connected with training The School personnel, or with services for treatment given to a patient or potential patient by The School personnel if training, services, or treatment is performed in accordance with the standard of ordinary care.

## **X. FURTHER AGREEMENTS**

This basic agreement, with addenda paragraphs, constitutes the entire agreement of the parties hereto. At such time, The School and the AFFILIATE desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

## **XI. TITLE VII OF THE CIVIL RIGHTS ACT**

In keeping with Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity included herein.

## **XII. ATTORNEY FEES AND COSTS**

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.



### **XIII. TEXAS LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the County where the AFFILIATE is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

**EXECUTED by:**     Adrian Gonzalez, Mayor  
                          Antonio Lopez, Fire Chief / Licensed Paramedic

**AFFILIATE:**  
Weslaco Fire Department  
225 S. Kansas Ave.  
Weslaco, Tx. 78596

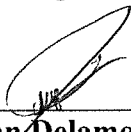
By: \_\_\_\_\_  
                  **Adrian Gonzalez**  
                  **Mayor**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
                  **Antonio Lopez, LP**  
                  **Fire Chief**

Date: \_\_\_\_\_

**SCHOOL NAME: Rapid Response Training Center LLC**

BY: \_\_\_\_\_  
                    
                  **Juan Delamora**  
                  **Program Director**

Date: 8/28/2025



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                 |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1241 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Subject:</b><br>Approval of the Memorandum of Understanding between the constituent agencies of the Texas Anti-Gang (TAG) Center — Rio Grande Valley. (Staffed by the Police Department.)                                                                                                                               |                 |                                                              |  |
| <b>Background:</b><br>If approved, the Weslaco Police Department intends to share any and all gang-related activity with other members of the TAG unit. This combined effort with all participating agencies will help our department combat the shared threat of criminal organizations operating in and around our city. |                 |                                                              |  |
| <b>Funding Source (budget code, if applicable):</b>                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                    | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                              |                 |                                                              |  |
| <b>Advisory Review, if any (name of board/committee, date of action, recommendation):</b>                                                                                                                                                                                                                                  |                 |                                                              |  |
| ROBERT LOPEZ<br>ROBERT LOPEZ<br>Xavier Salinas                                                                                                                                                                                                                                                                             |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Memo - Agenda Item RGV TAG MOU, RGV TAG MOU - 2025                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Weslaco police will be responsible for sharing gang information with the (TAG) center.                                                                                                                                                                                           |                 |                                                              |  |



# McAllen Police Department

---

## INTRA-DEPARTMENTAL COMMUNICATION

---

**TO:** ISAAC TAWIL, CITY MANAGER  
**FROM:** VICTOR RODRIGUEZ, CHIEF OF POLICE  
**SUBJECT:** AGENDA ITEM – MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CONTINUED OPERATION OF THE TEXAS ANTI-GANG (TAG) CENTER RIO GRANDE VALLEY - 2025  
**DATE:** 9/19/2025

---

### **GOAL:**

The goal of this agenda item is approval of Memorandum of Understanding for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley - 2025.

### **BACKGROUND:**

The Texas Legislature, through HB 11, Texas 84<sup>th</sup> (R) Legislative Session, authorized the creation of the Texas Transnational Intelligence Center (TTIC) and certain Regional Texas Anti-Gang Centers (TAG). HB 11 took effect September 1, 2015.

The City of McAllen authorized the use of the former Police Department building at 1501 Pecan for the TTIC and TX RGV TAG projects.

HB 11, in part, provided funding for “One-time start-up costs...” for the TTIC and the Criminal Justice Division (CJD) of the Texas Governor’s Office provided funding for start-up costs for the TX RGV TAG at McAllen.

These projects became operational on or about January 2017.

The TTIC is established and operated by the Hidalgo County Sheriff’s Department, the McAllen Police Department and the Texas Department of Public Safety and serves, in part, to receive/disseminate information regarding criminal activity in counties along the Texas-Mexico border.

The TX RGV TAG Center serves to provide a common physical environment to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in our region.

Participating agencies include Federal, State and Local Law Enforcement agencies.

The City of McAllen, through annual grant application and funding from the Criminal Justice Division (CJD) of the Texas Governor's Office, serves as the State or Federal Funds Recipient and Fiduciary for RGV TAG funding required to operate the TX TGV TAG Center.

These provisions require a Memorandum of Understanding for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley.

The current MOU was approved by the McAllen City Commission at its September 26, 2022, meeting. The effective period of that MOU was three (3) years.

**FUNDING:**

Criminal Justice Division (CJD) of the Texas Governor's Office.

**OPTIONS:**

1. Approve Memorandum of Understanding (MOU) for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley - 2025.
2. Not approve Memorandum of Understanding (MOU) for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley - 2025.

**RECOMMENDATION:**

Recommend approval of Memorandum of Understanding (MOU) for the Continued Operation of the Texas Anti-Gang (TAG) Center Rio Grande Valley - 2025.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CONSTITUENT AGENCIES OF THE  
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)  
PROJECT - 2025**

**I. Introduction**

- A. The region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity.
- B. The participating law enforcement agencies, hereinafter referred to as the parties, at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations.
- C. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good.
- D. To enhance this cooperation, the parties that are signatories hereto agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- E. The RGV TAG Project will be established at the RGV TAG Center.
- F. The RGV TAG Center will be a facility at McAllen, Texas wherein the parties agree to co-locate human assets and establish a joint physical presence to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

**II. Purpose**

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- B. This agreement is not intended, and should not be construed, as altering, or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

- D. The parties, their agents, representatives, and employees reserve and do not waive any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act.
- E. No provision of this agreement imposes an obligation or restriction not permitted by applicable law shall be enforceable.
- F. The RGV TAG Center is established as a common physical facility to facilitate effective and efficient cooperation and collaboration between the parties with respect to combating the shared threat of criminal organizations operating in and affecting the region.
- G. The RGV TAG is a shared project of the Constituent Agencies that maintains a physical presence at the RGV TAG Center, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

### **III. Mission Statement**

The mission of the RGV TAG project is to enable the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region.

### **IV. Participation**

- A. Fiduciary Agency: The Constituent Agency that is the recipient grantee of a funding award for purposes of implementing the RGV TAG project. Nothing in this agreement should be construed as prohibiting a fiduciary agency from performing any action required by the rules or conditions of any funding award.
- B. Constituent Agencies: Participating agencies that are signatory agencies to this MOU AND have assigned Constituent Agency Personnel to the RGV TAG Center. Failure to assign constituent agency personnel as provided herein shall constitute withdrawal from the RGV TAG Project. Agencies that are not Constituent Agencies will not be eligible to establish agency personnel at the RGV TAG Center.
- C. Governing Bodies. For purposes of this agreement, the term “governing bodies” includes Boards and/or Committees specified in this section.
  - 1. Executive Board. The Executive Board is comprised of the principal of each of the Constituent Agencies. The Executive Board, at an Executive Board meeting, may vote to take action with respect to the RGV TAG that is not inconsistent with this agreement or applicable law. Voting at an Executive Board meeting is limited to the principal of each of the Constituent Agencies. The Executive Board

shall designate a member to the Executive Board as the Presiding Principal.

- a. Minutes. The Presiding Principal is responsible for ensuring that the minutes of Executive Board meetings are prepared and maintained.
  - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies.
  - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management that enables the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region is vested in a Management Committee. Each Constituent Agency shall designate a senior manager from their respective staff to serve on the committee. Each management committee member is subordinate to the member's constituent agency.
  3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first or second-line supervisors as designated by a Constituent Agency. The purpose of this working group is to provide an established forum for interaction between participating agencies and to assist in providing the fiduciary agency performance data that are conditions applicable to an award of funds that are used to fund the RGV TAG Center. The Supervisors Working Group shall not be considered a governing body and shall not have authority to make any decision on behalf of the RGV TAG Center.
- D. Administrator. This position is subject to funding in an award for purposes of implementing the RGV TAG project. All employees subject to funding in an award shall be employees of the Fiduciary Agency. The Administrator shall be responsible for overseeing the day-to-day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Fiduciary Agency. The Administrator shall not direct or have any command authority over any of the Constituent Agencies.
  - E. Constituent Agency Personnel. Each Constituent Agency may designate its Constituent Agency Personnel in such numbers as are approved by the Executive Board. Constituent Agency Personnel shall perform not less than 50% of his/her regularly assigned duties at the RGV TAG Center. Individuals working at the RGV TAG Center remain as employees of their respective Constituent Agency and are subject to their Agencies' oversight, management and supervision.



## **V. Commitments of the Constituent Agencies**

Each Constituent Agency commits to further the mission of the RGV TAG Project by acting with a general spirit of cooperation and collaboration with the other Constituent Agencies on matters related to the RGV TAG Project, including by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Project with other Constituent Agencies.
- B. Identifying and pursuing opportunities to collaborate with other Constituent Agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Project, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

## **VI. Activities**

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Project that is conducted by any Constituent Agency, including any individual designated as Constituent Agency Personnel, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provides for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any Constituent Agency, or any group of Constituent Agencies, to require any other Constituent Agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any Constituent Agency from creating task forces or similar multi-agency operational units through separate agreements.

## **VII. Information Management**

- A. Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Project by any of the Constituent Agencies may not be further disseminated without the expressed consent of the Constituent Agency from which the information originated.
- B. Information Requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Project that is directed to it -- whether such request is pursuant to federal or state open records or freedom



of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another Constituent Agency, the Constituent Agency processing the request shall consult with the Constituent Agency from which the information originated prior to releasing the information.

- C. Media Communications. The Executive Board may designate one of the Constituent Agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Project. Such designations may be made on a case-by-case basis to correspond to specific activities. Any statement or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Project shall be made exclusively by the board-designated point of contact.

### **VIII. Facilities**

- A. Use and Control. Subject to the rights of ownership or control of any RGV TAG facilities, equipment, or supplies, the Executive Board may specify terms or conditions regarding use of facilities, equipment, or supplies that are provided for common use by the Constituent Agencies at the RGV TAG Center. Nothing in this agreement authorizes any Constituent Agency to exercise any control over the property of another Constituent Agency without consent.
- B. Security of the RGV TAG Center. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by Constituent Agencies, including any employee or contractor thereof, of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No Constituent Agency may allow the physical presence of any arrestees, suspects, informants, witnesses, victims or unauthorized persons at the RGV TAG Center. The Executive Board may establish procedures for admitting guests to any common areas of the RGV TAG Center.

### **IX. Use of Equipment**

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to use of equipment purchased with State and/or Federal grant funds agree that:

- A. To the fullest extent permitted by applicable law, in no event shall the City of McAllen be liable to Texas Anti-Gang (TAG) Center Rio Grande Valley or any Constituent Agency for any loss, cost, claim, injury, liability, or expense, reasonable attorney's fees, and for any indirect, special, consequential, or punitive damages relating to or arising from any act or omission pertaining to this MOU. The Constituent Agencies intend that the limitations imposed by the City of McAllen on remedies and the measure of damages be without regard to the cause or causes related on any theory of liability arising out of this MOU, including but not limited

to, negligence, breach of contract, breach of warranty, breach of representation, tort, or strict liability, whether such negligence or breach be sole, joint or concurrent, active or passive. The Constituent Agencies waive, release and agree not to make any claim, litigate, or seek liability against City of McAllen for any such damages.

- B. To the fullest extent permitted by applicable law, each Constituent Agency agrees to indemnify, defend, and hold harmless City of McAllen, their elected officials, officers, directors, and employees from and against the full amount of any and all claims, demands, actions, damages, losses, costs, expenses, or liability whatsoever (including without limitation the costs of litigation, including reasonable attorneys' fees), for property (real and personal) damage, personal injury or death, fines, or penalties arising in whole or in part out of the use of equipment.
- C. The City of McAllen disclaims any and all representations and warranties in the equipment, whether express, implied or statutory, including any and all representations and warranties regarding merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing, each Constituent Agency acknowledges that all equipment is provided on an "as is" basis with all faults, and each Constituent Agency assumes all risks in connection with its use of the equipment; and
- D. Any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the MOU, addendums, and equipment transfers shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Constituent Agencies each expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of the state courts sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of the Agreement.

## **X. Transfer and Receipt of Equipment**

The City of McAllen, State or Federal Funds Recipient and Fiduciary and the Constituent Agencies with regard to any transfer of equipment purchased with State and/or Federal grant funds and authorized for transfer by the same State and/or Federal grant funds agree that:

- A. Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of each Constituent Agency and may be modified, and/or terminated, upon mutual consent of authorized officials of each Constituent Agency.

- B. The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
- C. The Receiving Jurisdiction/Agency shall certify that they have knowledge of the Grantee Conditions and Responsibilities and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.
- D. The Receiving Jurisdiction/Agency shall further certify that they have knowledge of the Sub-Recipient's Grant Award and agree to be bound by all the grant covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award.
- E. The Receiving Jurisdiction/Agency further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
- F. Equipment transferred pursuant to this MOU shall require the following:
  - 1. Item Description.
  - 2. Model Number.
  - 3. Serial Number/VIN.
  - 4. Acquisition Date.
  - 5. Grant Year/Program.
  - 6. eGrants Number.
  - 7. Date of Transfer.
- G. The City of McAllen, as State or Federal Funds Recipient and Fiduciary, agrees to notify receiving jurisdiction/agency of any known modifications to applicable award requirements within thirty (30) business days of receipt; and
- H. The Receiving Jurisdiction/Agency agrees to:
  - 1. Maintain compliance with the requirements of federal and state granting agencies;
  - 2. Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
  - 3. Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;

4. Ensure that the Sub-recipient is notified via written communication when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section 32 (e) Disposition;
  5. Ensure the equipment is maintained in good working order;
  6. Ensure the equipment is used only as allowable under the grant;
  7. Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response: and
  8. Have the responsibility, at its sole cost and expense, for the maintenance, repair, and security of the equipment and shall keep the same in good repair and condition.
- I. This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the Transfer and Receipt of Equipment and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU shall not have any effect on the balance thereof.
  - J. It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU. Rather, the terms of this MOU shall be interpreted to its fair meaning and not strictly in favor or against either party.

## **XI. Funding**

- A. RGV TAG Center. Funding for operating the RGV TAG Center is subject to grants, including grants by the Office of the Governor's Criminal Justice Division Texas Anti-Gang (TAG) grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the operation of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain employees or contractors of each Constituent Agency, and, as such,

each Constituent Agency retains full responsibility for providing any compensation, training and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each Constituent Agency shall bear its own costs when performing any activity related to the RGV TAG Project and will not seek reimbursement from any other Constituent Agency. Each Constituent Agency remains responsible for providing, at its own cost, any basic equipment or supplies necessary for that Agency's personnel to perform their duties at the RGV TAG Center, to the extent such equipment or supplies are not otherwise provided.

- C. Each Constituent Agency shall be responsible for training expenses that enable Constituent Agencies and/or Constituent Agency Personnel including personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel to cooperate and collaborate on intelligence, investigations, and criminal activities that enhance combating the shared threat of gangs and other criminal organizations operating in and affecting our region.
- D. The Fiduciary Agency and/or the RGV TAG will not apply for and therefore will not administer funding for reimbursement of training expenses for personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.
- E. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all Constituent Agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- F. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on behalf of that governing body by the Fiduciary Agency. Nothing in this paragraph, however, should be construed as prohibiting a Fiduciary Agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award.

## **XII. Liability and Indemnification**

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Project, including that of its personnel. Any liability arising solely from the actions of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV

TAG Project may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

### **XIII. Lead Organization**

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual Constituent Agency shall be the responsibility of the Fiduciary Agency.

### **XIV. Effective Date**

This agreement shall take effect upon execution by Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

### **XV. Amendments and Termination**

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

### **XVI. Addition and Withdrawal of Constituent Agencies**

- A. Addition of Constituent Agencies. An Agency may be invited to become a Constituent Agency of the RGV TAG Project with the unanimous vote of the Executive Board at an Executive Board meeting. Upon approval of an invitation and upon becoming a signatory to this MOU and upon assigning Constituent Agency Personnel to the RGV TAG Center, the joining agency shall be considered a Constituent Agency. All provisions of this MOU shall be equally applicable to the joining agency.
- B. Withdrawal of Constituent Agencies. An Agency may be withdrawn as a Constituent Agency of the RGV TAG Project by the Executive Board at an Executive Board meeting. A Constituent Agency may withdraw from the RGV TAG Project upon notice to the RGV TAG Executive Board. Notice of withdrawal may also occur through Constituent Agency failure to designate and assign Constituent Agency Personnel to the RGV TAG Center. The Constituent Agency shall be considered withdrawn on the date of the withdrawal notice and/or date of the Executive Board meeting immediately following the date of withdrawal notice. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement and shall return to the RGV TAG Center all RGV TAG Project equipment or supplies.

**XVII. Duration of the RGV TAG Project**

The RGV TAG Project shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Agencies.
- B. Ceased funding of the RGV TAG Center.
- C. Operation of law; or
- D. The passage of three (3) years following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Project, which may occur by a written addendum to this agreement signed by Constituent Agencies.

\* \* \*

**SIGNATORIES TO MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CONSTITUENT AGENCIES OF THE  
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)  
PROJECT - 2025**

Agency: McAllen Police Department

BY:

\_\_\_\_\_  
Signature

\_\_Victor Rodriguez\_\_\_\_\_  
Printed Name

\_\_Chief of Police\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SIGNATORIES TO MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CONSTITUENT AGENCIES OF THE  
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)  
PROJECT - 2025**

Agency:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# Standardized Agenda Request Form

|                                                                                                                                                                                                                                            |                 |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                 |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1248 |  |
| <b>From:</b>                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Subject:</b><br>Approval on the request from First Baptist Church for street closure from 4:00 pm to 8:00 pm for Kansas Street between 6th and 7th Street for their Fall Festival on October 29, 2025. (Staffed by Asst. City Manager.) |                 |                                                              |  |
| <b>Background:</b><br>This is an annual request from First Baptist Church for their community Fall Festival.                                                                                                                               |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                        |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                    | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                               |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                              |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                  |                 |                                                              |  |
| ADELAIDA VEGA<br>ADELAIDA VEGA<br>Xavier Salinas                                                                                                                                                                                           |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approve.                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Street closure First Baptist Church Fall Festival 2025                                                                                                                                                      |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                     |                 |                                                              |  |



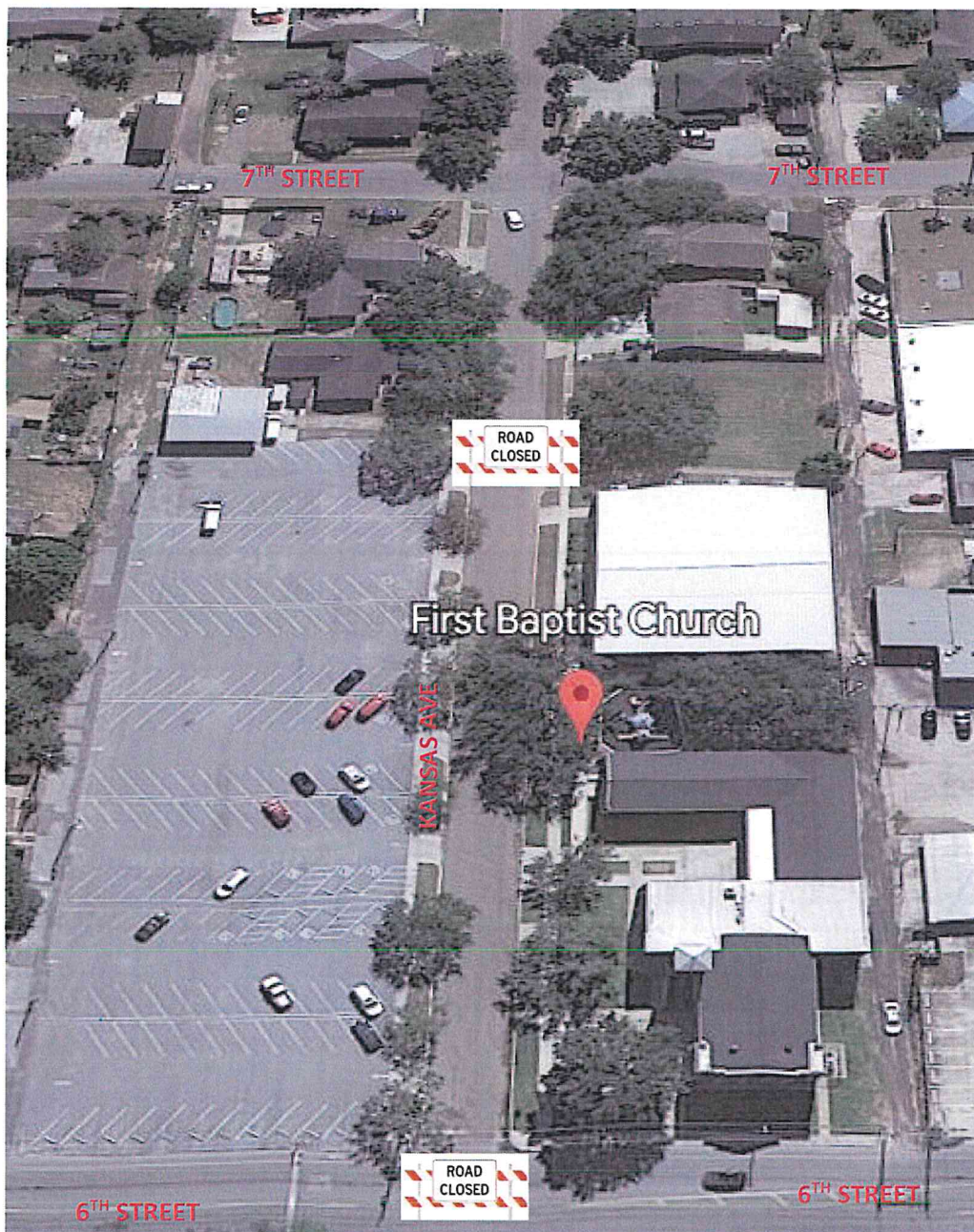
# Special Events Checklist:

## City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

|                                                                                                                                                                   |                             |                                                                                     |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Name of Applicant (Person or Entity):</b><br>FIRST BAPTIST CHURCH WESLACO                                                                                      |                             | <b>Name of Event:</b><br>FALL FESTIVAL                                              |                                         |
| <b>Contact Person:</b><br>ELIZABETH RAMIREZ                                                                                                                       |                             | <b>Telephone Number:</b><br>(956)968.9585                                           |                                         |
| <b>Address:</b><br>600 S. KANSAS AVE.                                                                                                                             |                             | <b>E-Mail Address:</b><br>ERAMIREZ@FBCWESLACO.ORG                                   |                                         |
| <b>City:</b><br>WESLACO                                                                                                                                           | <b>State:</b><br>TEXAS      | <b>Zip Code:</b><br>78596                                                           |                                         |
| <b>Event Purpose (fundraiser, school activity, etc.):</b><br>COMMUNITY OUTREACH                                                                                   |                             | <b>Expected Attendance:</b><br>300                                                  |                                         |
| <b>Start Time:</b><br>4:00PM                                                                                                                                      | <b>End Time:</b><br>8:00 PM | <b>Event Date(s):</b><br>WEDNESDAY, OCTOBER 29, 2025                                |                                         |
| <b>Relevant Policies and Fees: (*Commission consent by agenda action may be required)</b>                                                                         |                             |                                                                                     |                                         |
| <b>Special Event:</b>                                                                                                                                             |                             |                                                                                     |                                         |
| <input type="checkbox"/> Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate                                                        |                             | <input type="checkbox"/> Limited use of live animals (Code of Ordinances §22) *     |                                         |
| <input type="checkbox"/> Authorization to display promotional signage*                                                                                            |                             | <input type="checkbox"/> Park, Pool, Facility Rental                                |                                         |
| <input type="checkbox"/> Evidence of Health Permit (food service)                                                                                                 |                             | <input type="checkbox"/> Vendor Application with Fee of \$75.00                     |                                         |
| <input type="checkbox"/> Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*                                            |                             | <input type="checkbox"/> Special Event Permit with Fee of \$100.00                  |                                         |
| <b>Traffic Control (Code of Ordinances §134):</b>                                                                                                                 |                             |                                                                                     |                                         |
| <input type="checkbox"/> Route Map                                                                                                                                |                             | <input type="checkbox"/> Parade and Processions Fee of \$50.00                      |                                         |
| <input type="checkbox"/> Written Consent of Affected Property Owners                                                                                              |                             | <input checked="" type="checkbox"/> Street Closure Fee of \$50.00                   |                                         |
| <input checked="" type="checkbox"/> Barricade Fee of \$50.00/location + \$100 deposit                                                                             |                             | <input type="checkbox"/> Traffic Safety Plan by Police Department                   |                                         |
| <input type="checkbox"/> Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*                                                 |                             | <input type="checkbox"/> Police Escort of \$20.00/officer per hour (2-hour minimum) |                                         |
| <b>Sound Amplification (Code of Ordinances §94 and Election Code §61):</b>                                                                                        |                             |                                                                                     |                                         |
| <input type="checkbox"/> Use of loudspeakers, microphone, bullhorn, etc.                                                                                          |                             | <input type="checkbox"/> Sound Truck Fee of \$25.00                                 |                                         |
| <input type="checkbox"/> Vehicle Description, License Plate, Driver's License                                                                                     |                             | \$25.00 fee is for 3 consecutive days                                               |                                         |
| <i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i> |                             | <b>Timestamp of Receipt:</b>                                                        |                                         |
| <b>Applicant's Signature:</b>                                                                                                                                     |                             | Payment type: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card    |                                         |
| <b>Additional Stipulation(s) of Authorization:</b>                                                                                                                |                             |                                                                                     |                                         |
| <b>Approved</b>                                                                                                                                                   | <b>Denied</b>               | <b>Reason</b>                                                                       | <b>Signature as Applicable</b>          |
|                                                                                                                                                                   |                             |                                                                                     | Police Chief                            |
|                                                                                                                                                                   |                             |                                                                                     | Fire Chief                              |
|                                                                                                                                                                   |                             |                                                                                     | Public Works Director                   |
|                                                                                                                                                                   |                             |                                                                                     | Planning/Code Enforcement/City Engineer |
|                                                                                                                                                                   |                             |                                                                                     | Parks Director                          |
|                                                                                                                                                                   |                             |                                                                                     | Traffic Safety Officer/City Manager     |



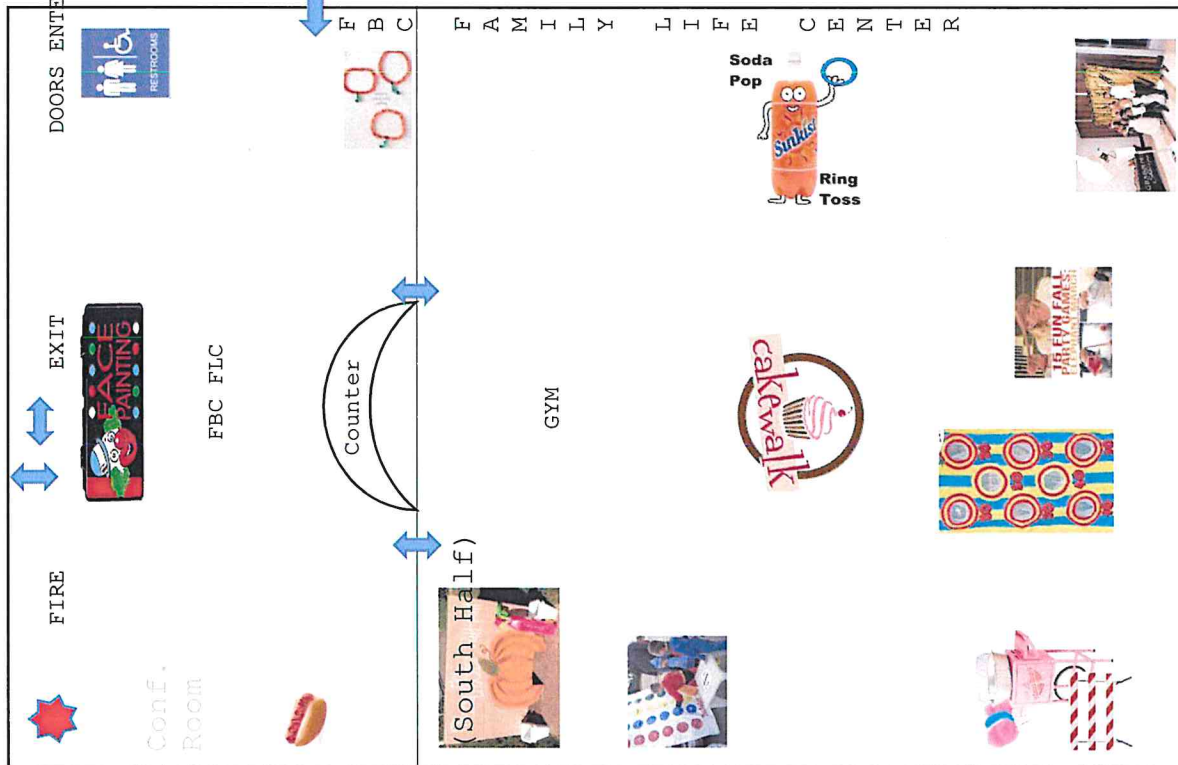
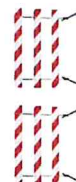
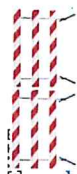


BARRICADES TO BE  
PLACED AT ENTRANCE  
OF 6<sup>TH</sup> AND KANSAS  
AND TOWARD EXIT OF  
KANSAS AND 7<sup>TH</sup>

BARRICADES WILL BE  
FOR THE FALL  
FESTIVAL, OCTOBER  
29, 2025, FROM  
4:00PM- 8:00PM

Parking Lot

Parking Lot



South 40



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1246 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Subject:</b><br>Approval to authorize staff to solicit bids for the repair of two surface water pumps at the City of Weslaco Water Treatment Plant. (Staffed by Engineering Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Background:</b><br><br>The City of Weslaco Water Treatment Plant relies on surface water pumps as a critical component in supplying potable water to the community. Two of these pumps are currently in need of repair due to mechanical wear and operational inefficiencies identified during recent maintenance inspections. The repairs are necessary to maintain the plant's reliability, ensure compliance with regulatory requirements, and avoid potential service interruptions during peak demand periods.<br><br>Staff recommends that the City Commission authorize the solicitation of bids for the repair of the two surface water pumps. This process will allow the City to obtain competitive pricing and select the most qualified contractor to perform the work. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| ARLENE LARA<br>PETER HERMIDA<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |





# Standardized Agenda Request Form

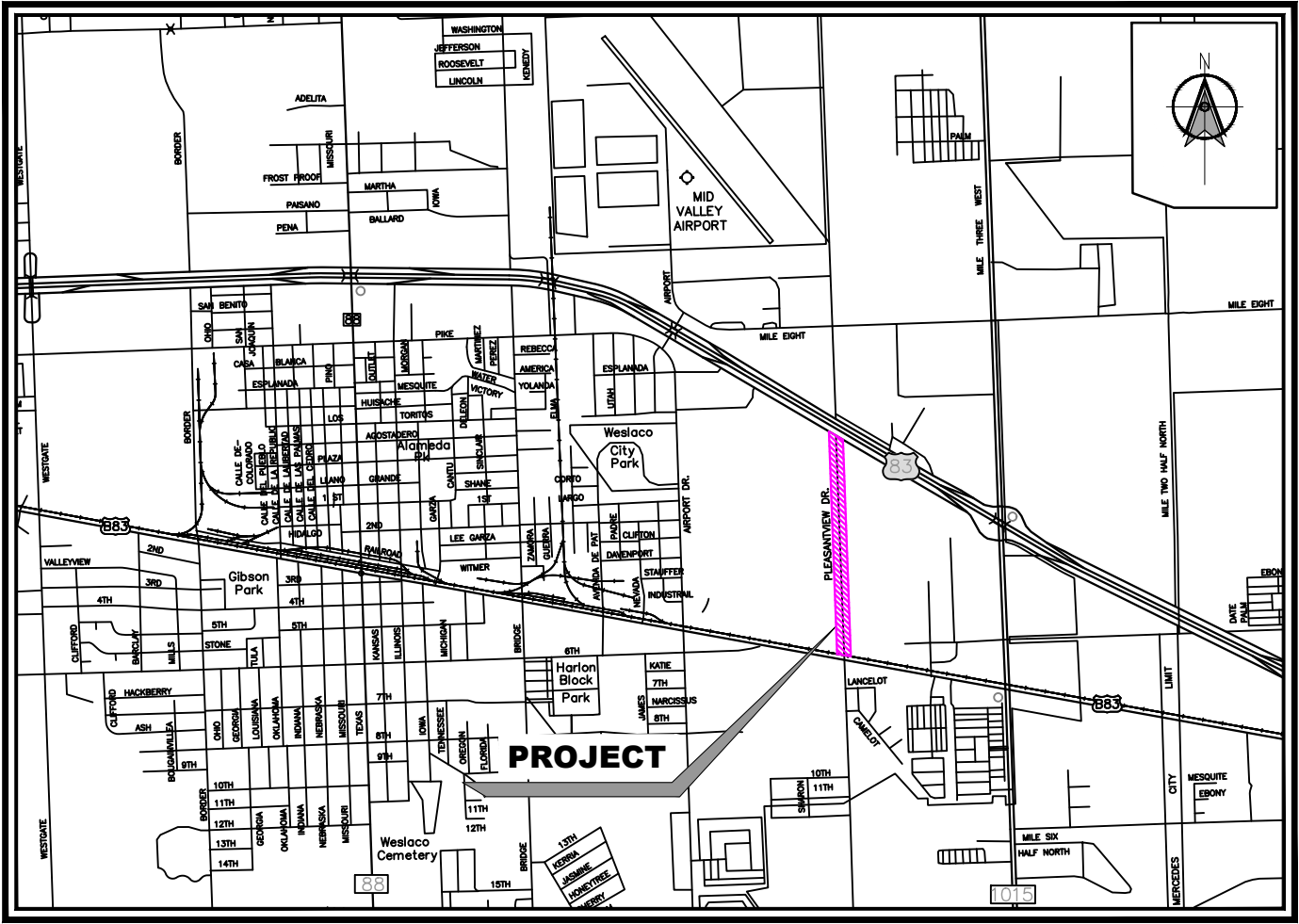
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1269 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Subject:</b><br>Approval to authorize staff to solicit bids for milling and repaving of the Pleasantview Drive roadway between Business 83 and the IH-2 Eastbound frontage road, an existing collector roadway within the City of Weslaco. (Staffed by Engineering Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Background:</b><br><br>Pleasantview Drive serves as a key collector roadway in the City of Weslaco, providing connectivity between Business 83 and the IH-2 Eastbound frontage road. The roadway surface has deteriorated due to age, weather conditions, and increased traffic demand, resulting in visible cracking, rutting, and pavement distress. These conditions impact ride quality, create long-term maintenance challenges, and reduce overall safety.<br><br>Staff recommends soliciting bids to mill and repave this roadway segment in order to restore structural integrity, improve driving conditions, and extend the service life of the pavement. The project will also ensure the roadway continues to function as a reliable collector route supporting both residential and commercial traffic. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| ADELAIDA VEGA<br>PETER HERMIDA<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Attachments, if any:</b><br>1-Cover Sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |

# CITY OF WESLACO PAVEMENT IMPROVEMENTS

RFB 2025-00-00  
PLEASANTVIEW DRIVE, WORK ORDER  
#000-0000  
WESLACO, TEXAS

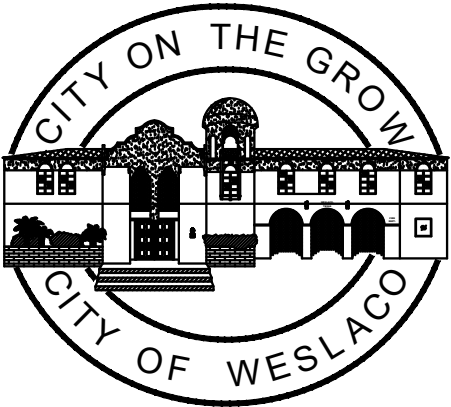
## CITY OFFICIALS

|                       |                                |
|-----------------------|--------------------------------|
| ADRIAN GONZALEZ       | MAYOR                          |
| ISRAEL GONZALEZ, Jr.  | COMMISSIONER AT-LARGE          |
| PETE GARCIA, Jr.      | COMMISSIONER AT-LARGE          |
| JOSH PEDRAZA          | DIST. 1                        |
| LETTY LOPEZ           | DIST. 2                        |
| JOSE "J.P." RODRIGUEZ | DIST. 3                        |
| ADRIAN FARIAS         | DIST. 4                        |
| XAVIER SALINAS        | ASSISTANT CITY MANAGER         |
| OMAR RODRIGUEZ        | INTERIM ASSISTANT CITY MANAGER |



## VICINITY MAP

SCALE: 1" = 2000'



## SHEET INDEX

|       |                                  |
|-------|----------------------------------|
| 01    | TITLE SHEET                      |
| 02    | GENERAL NOTES                    |
| 03    | OVERALL -LAYOUT                  |
| 04-10 | EXISTING CONDITIONS LAYOUT       |
| 11-16 | DEMOLITION PAVEMENT LAYOUT       |
| 17-22 | PROPOSED PAVEMENT LAYOUT         |
| 23-28 | PROPOSED PAVEMENT MARKING LAYOUT |
| 29    | TCP LAYOUT                       |
| 30    | EROSION CONTROL PLAN LAYOUT      |
| 31    | SUMMARY SHEET                    |
| 32-   | STANDARD SHEETS                  |

CITY OF WESLACO – ENGINEERING DEPARTMENT

PETER HERMIDA, P.E,  
CITY ENGINEER

09/30/2025

DATE

GENERAL NOTES:

1. ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF WESLACO CODES.
2. CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.
3. CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE. WORKERS, SUB-CONTRACTORS, MATERIALS AND/OR EQUIPMENT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED AND AT CONTRACTOR'S EXPENSE.
5. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.
6. UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO INSURE NO AREAS OF PONDING ARE PRESENT. UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONDITIONS INCLUDING BUT NOT LIMITED TO BACKFILL, TOP SOIL, HYDRO MULCH, ETC.
- 7.CONSTRUCT ¼-INCH THICK SCORE JOINTS AT A MAXIMUM 6-FOOT SPACING & EXPASION JOINTS AT A MAXIMUM 18 FOOT SPACING. FOR STEEL REINFORCEMENT, USE 6X6-INCH SPACING WITH #4 REBAR OR 6X6-D6 WELDING WIRE FABRIC #10 AWG
- 8.CONCRETE NOTES:

A. ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.

B. ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.

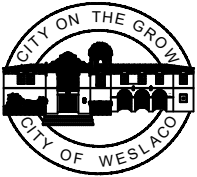
C. ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.

D. ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.
- 9.CONTRACTOR TO INSURE SAME DAY ACCESS TO ALL RESIDENCE AND BUSINESSES ADJACENT TO CONSTRUCTION.
- 10.DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
- 11.PRIOR TO CONSTRUCTION, CONTRACTOR, OWNER AND ENGINEER TO PERFORM ON-SITE FIELD INSPECTION TO DOCUMENT EXISTING CONDITIONS (NOTES & PHOTOS).
- 12.CONTRACTOR TO CONTACT ALL UTILITIES COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES.
- 13.CONTRACTOR TO EXPOSE ANY EXISTING FACILITY THAT MAY BE IN CONFLICT PRIOR TO START OF EXCAVATION.
- 14.IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE.
- 15.CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAY OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES.
- 16.ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVER NIGHT.
- 17.ANY DAMAGES TO FENCES, WALKS OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- 18.ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH CITY OF WESLACO ENGINEERING DEPARTMENT.
- 19.EROSION CONTROL PLAN SHALL INCLUDE PROTECTION OF ALL STORM-WATER INLETS WITHIN THE PROJECT LIMITS. A CONCRETE WASHOUT AREA MUST BE PROVIDED BY THE CONTRACTOR. A CONSTRUCTION ENTRANCE IS NOT REQUIRED FOR THIS PROJECT.



DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



ENGINEERING DEPARTMENT  
255 S. Kansas Avenue      Phone: (956) 973-4002  
Weslaco, Tx. 78596      Fax: (956) 973-3128

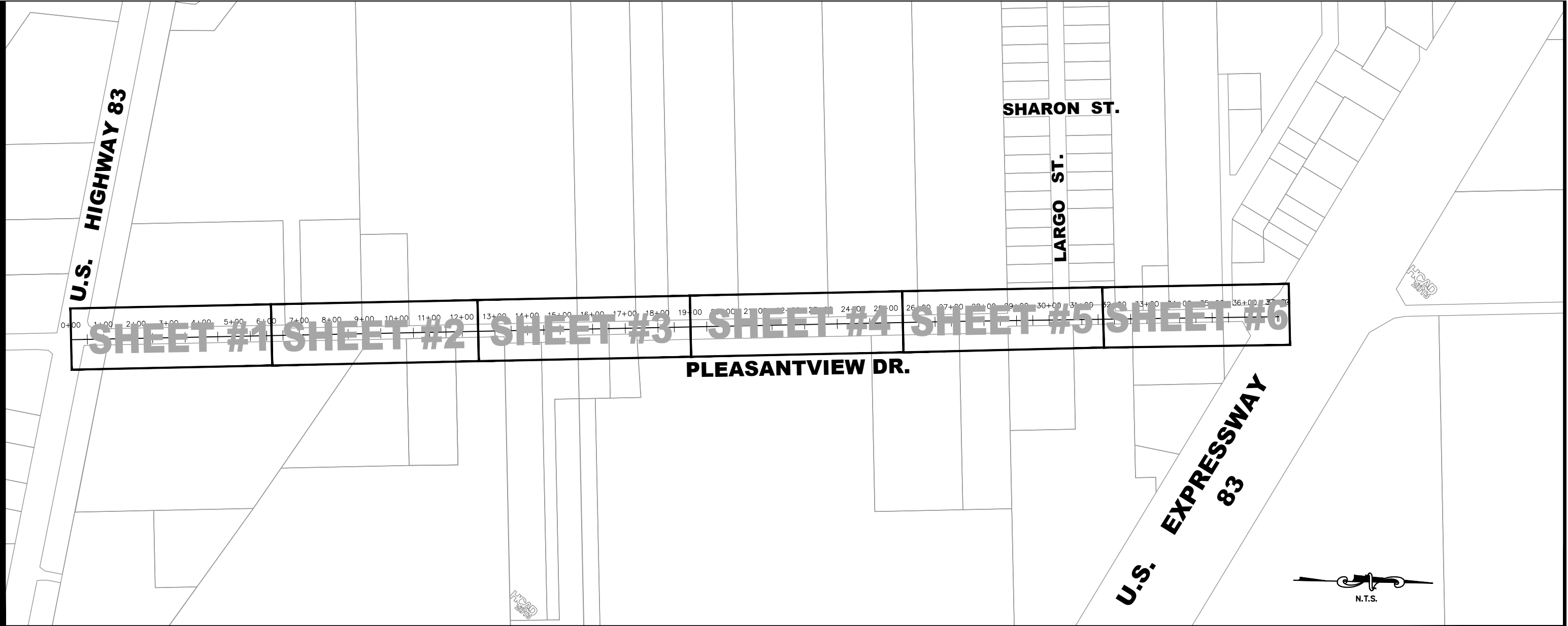
|                                  |                              |
|----------------------------------|------------------------------|
| Design/Drawn By:<br>F. HERNÁNDEZ | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETER HERMIDA    | Approved Date:<br>09/30/2025 |

Project: **PROP. PAVEMENT IMPROVEMENTS PLEASANTVIEW DR. GENERAL NOTES**

Sheet No.:



9/26/2025 4:02 PM      FELIPE HERNANDEZ      C:\000\_ENGINEERING\000\_ENGINEERING PROJECTS\2025 Projects\251408-Proposed Road @ Pleasantview Dr Cover Sheet.dwg



DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



ENGINEERING DEPARTMENT  
255 S. Kansas Avenue      Phone: (956) 973-4002  
Weslaco, Tx. 78596      Fax: (956) 973-3128

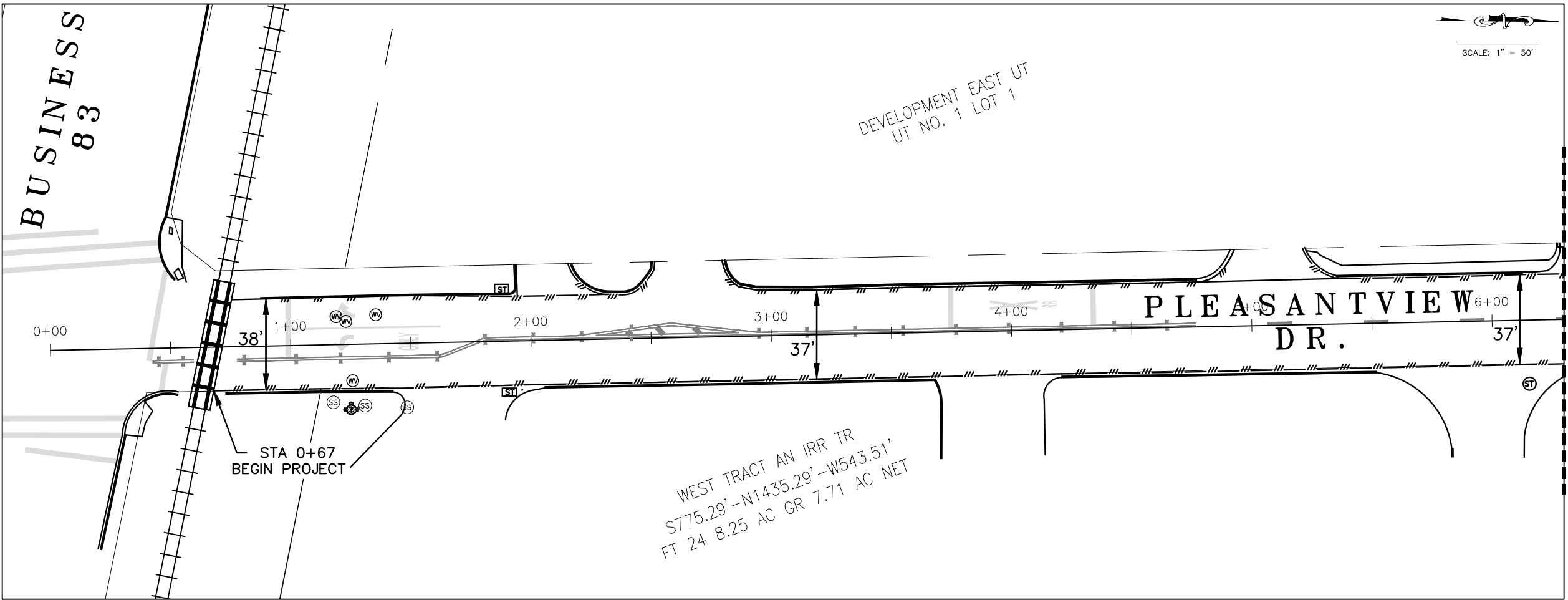
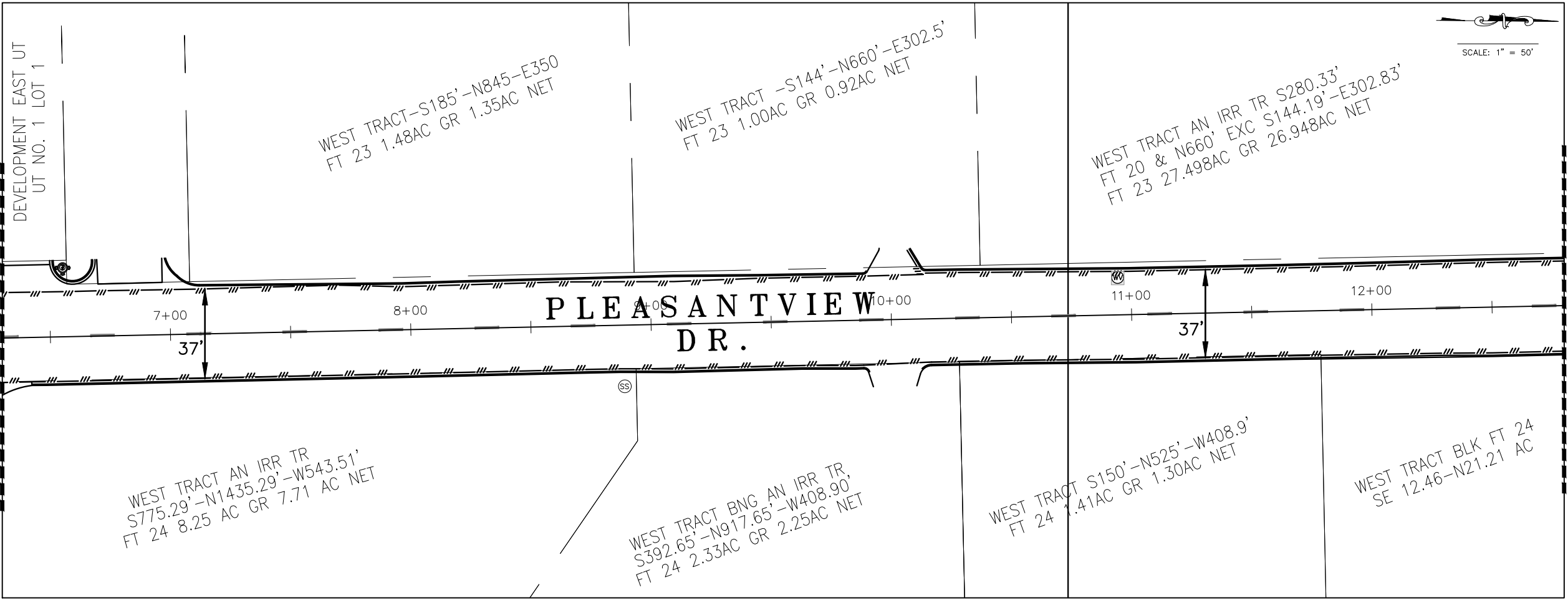
|                                  |                              |
|----------------------------------|------------------------------|
| Design/Drawn By:<br>F. HERNÁNDEZ | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETER HERMIDA    | Approved Date:<br>09/30/2025 |

Project:  
  
**PROP. PAVEMENT IMPROVEMENTS  
PLEASANTVIEW DR.  
OVERALL LAYOUT**

Sheet No.:

G:\000\_ENGINEERING\002\_ENGINEERING PROJECTS\2025 Projects\251408-Proposed Road - Pleasantview Dr\Existing Layout.dwg 7/26/2025 4:08 PM FELIPE HERNANDEZ

MATCHLINE STA. 06+30



LEGEND

EXISTING

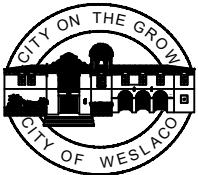
- PAVEMENT
- CONCRETE
- EASEMENT LINE
- RIGHT OF WAY
- CENTER LINE
- FENCE LINE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- STORM MANHOLE
- WATER VALVE
- SIGN
- WATER METER
- MAILBOX

Seal:



DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |



ENGINEERING DEPARTMENT  
255 S. Kansas Avenue  
Weslaco, Tx. 78596

Phone: (956) 973-4002  
Fax: (956) 973-3128

|                                 |                              |
|---------------------------------|------------------------------|
| Design/Drawn By:<br>FELIPE HDZ. | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETR HERMIDA    | Approved Date:<br>09/30/2025 |

Project:

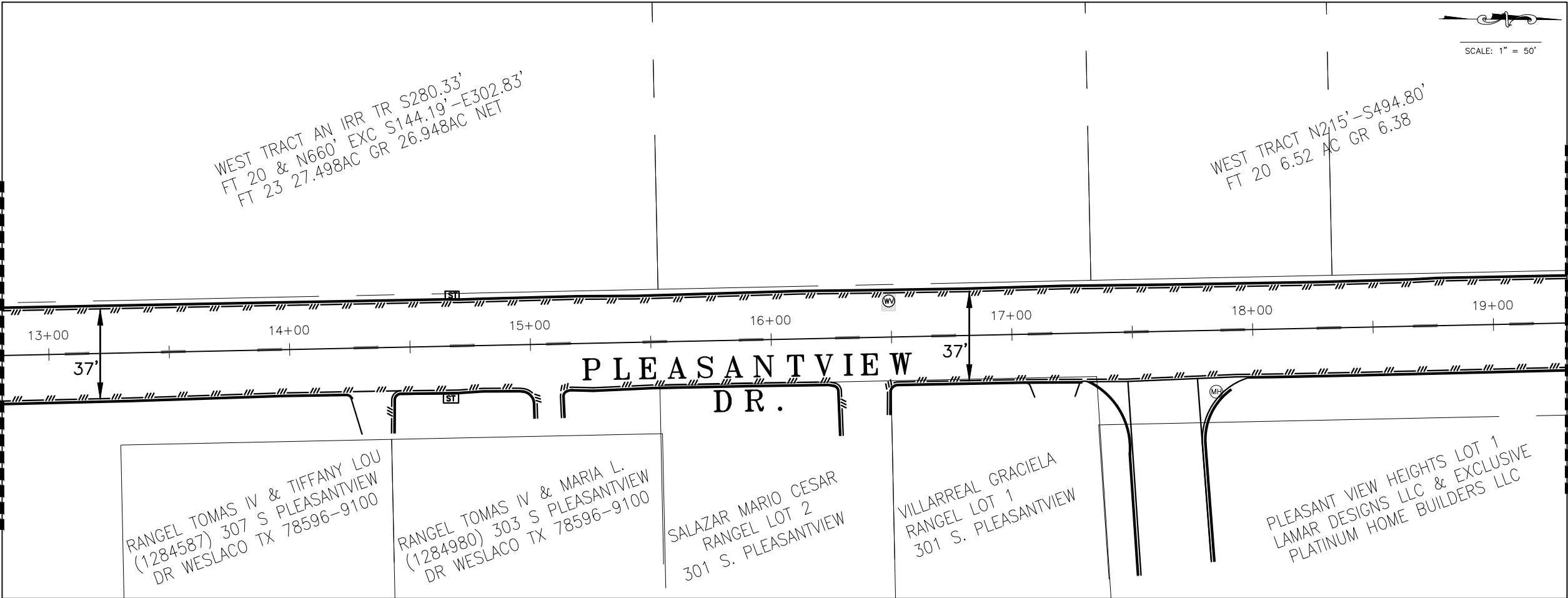
**EXISTING  
PLEASANTVIEW DR.  
LAYOUT-1**

Sheet No.:

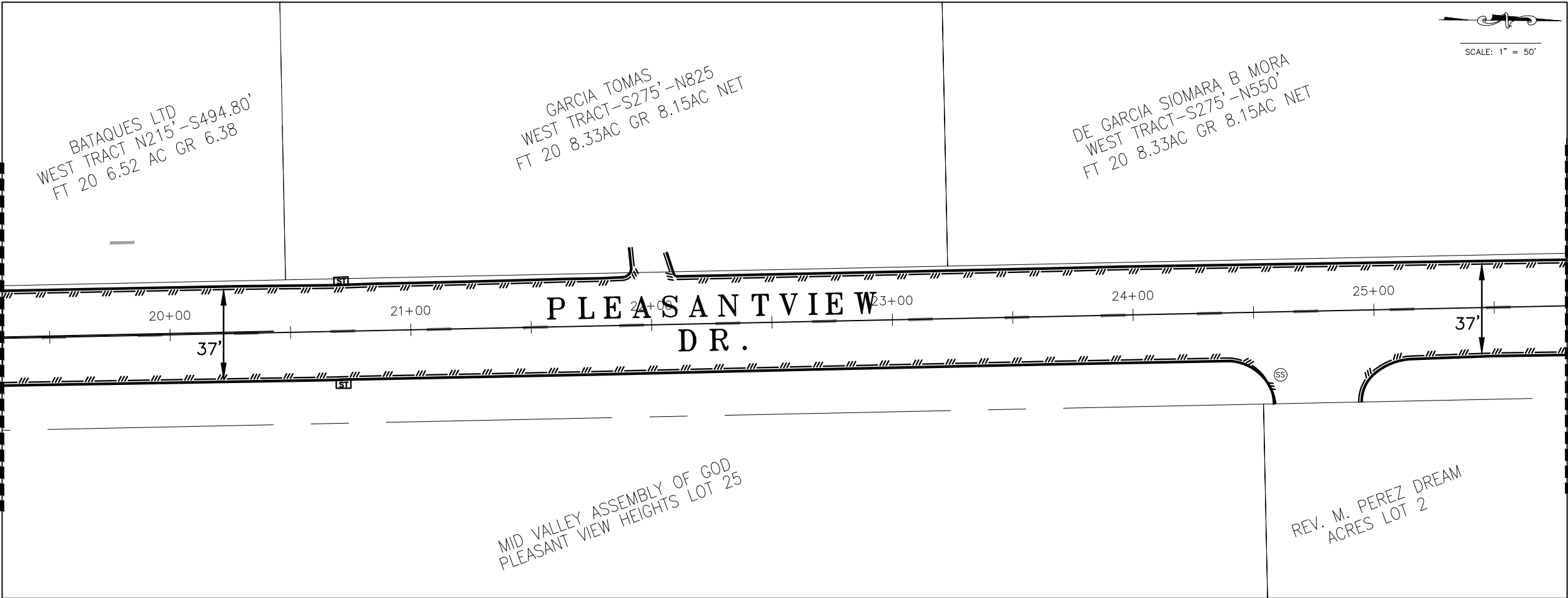
MATCHLINE STA. 12+80

MATCHLINE STA. 06+30

MATCHLINE STA. 12+80



MATCHLINE STA. 19+30



MATCHLINE STA. 19+30

MATCHLINE STA. 25+80

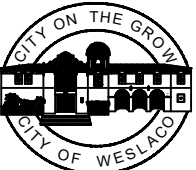
LEGEND

- EXISTING
- PAVEMENT
  - CONCRETE
  - EASEMENT LINE
  - RIGHT OF WAY
  - CENTER LINE
  - FENCE LINE
  - SANITARY SEWER MANHOLE
  - FIRE HYDRANT
  - STORM MANHOLE
  - WATER VALVE
  - SIGN
  - WATER METER
  - MAILBOX

NOT FOR  
CONSTRUCTION  
FOR REVIEW  
PURPOSES  
ONLY

DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |

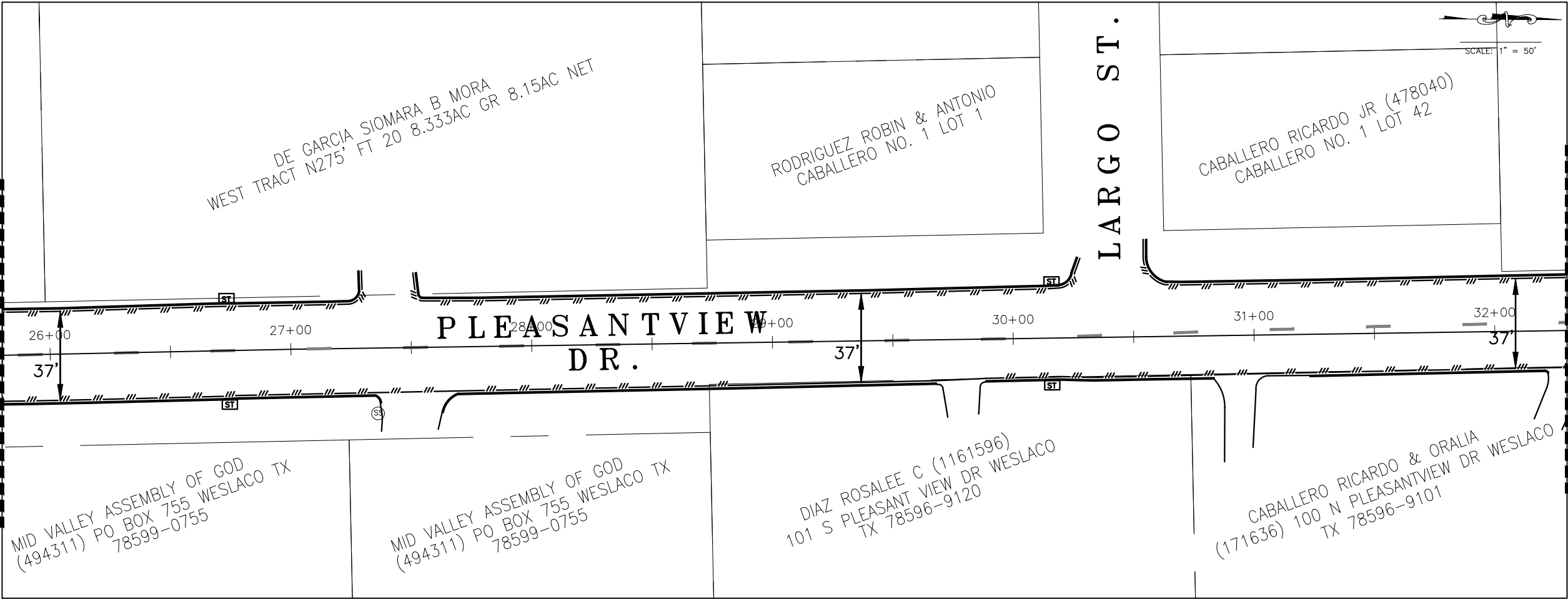


ENGINEERING DEPARTMENT  
255 S. Kansas Avenue  
Weslaco, Tx. 78596  
Phone: (956) 973-4002  
Fax: (956) 973-3128

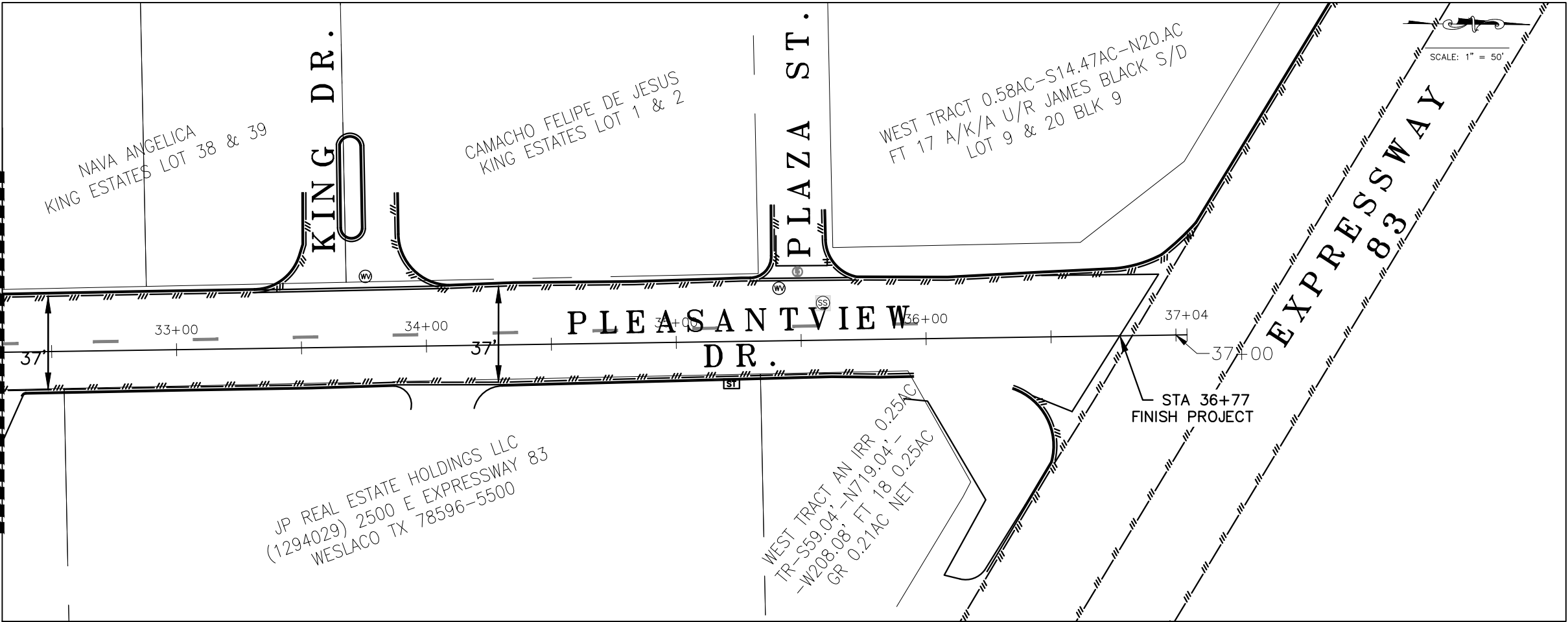
|                                 |                              |
|---------------------------------|------------------------------|
| Design/Drawn By:<br>FELIPE HDZ. | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETR HERMIDA    | Approved Date:<br>09/30/2025 |

Project:  
**EXISTING  
PLEASANTVIEW DR.  
LAYOUT-2**

MATCHLINE STA. 25+80



MATCHLINE STA. 31+30



LEGEND

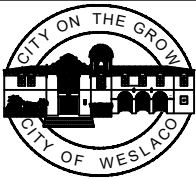
- EXISTING
- PAVEMENT
  - CONCRETE
  - EASEMENT LINE
  - RIGHT OF WAY
  - CENTER LINE
  - FENCE LINE
  - SANITARY SEWER MANHOLE
  - FIRE HYDRANT
  - STORM MANHOLE
  - WATER VALVE
  - SIGN
  - WATER METER
  - MAILBOX

Seal:

NOT FOR  
CONSTRUCTION  
FOR REVIEW  
PURPOSES  
ONLY

DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



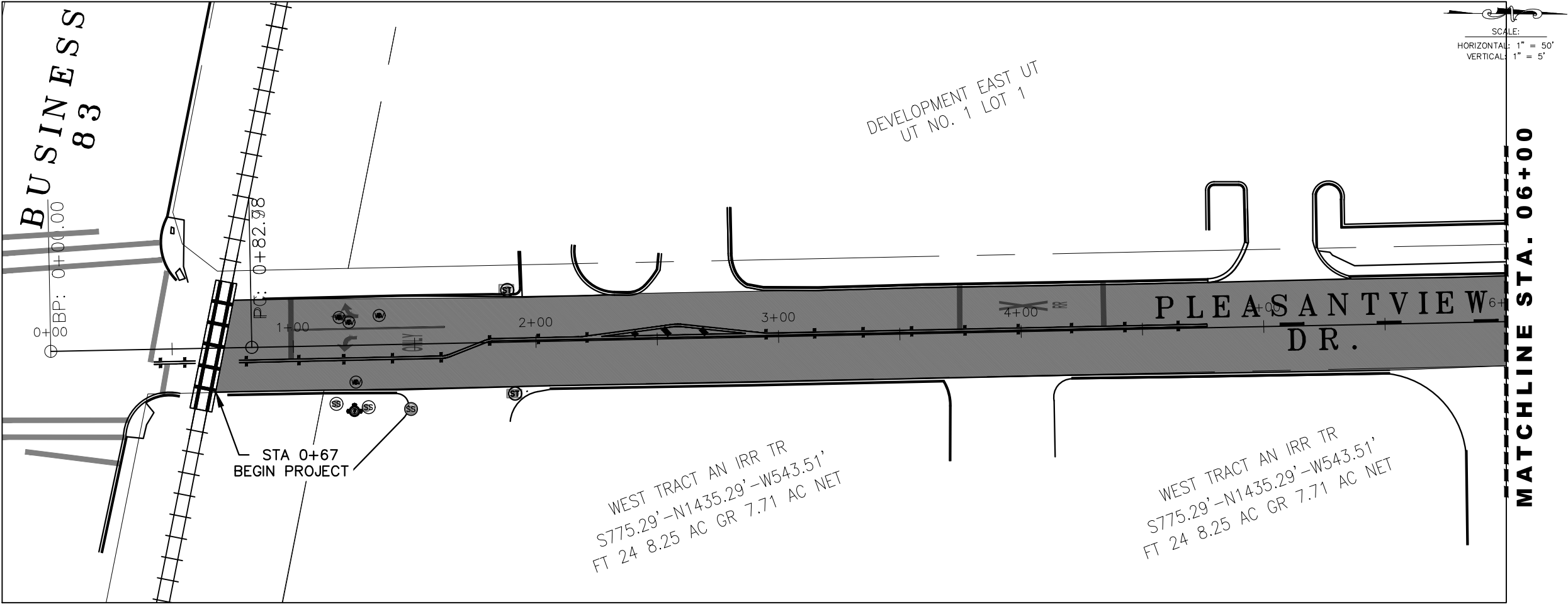
ENGINEERING DEPARTMENT  
255 S. Kansas Avenue Phone: (956) 973-4002  
Weslaco, Tx. 78596 Fax: (956) 973-3128

|                                 |                              |
|---------------------------------|------------------------------|
| Design/Drawn By:<br>FELIPE HDZ. | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETR HERMIDA    | Approved Date:<br>09/30/2025 |

Project:

EXISTING  
PLEASANTVIEW DR.  
LAYOUT-3

Sheet No.:

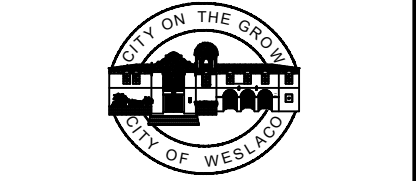


| LEGEND   |          |                        |
|----------|----------|------------------------|
| PROPOSED | EXISTING |                        |
|          |          | PAVEMENT               |
|          |          | CONCRETE               |
|          |          | EASEMENT LINE          |
|          |          | RIGHT OF WAY           |
|          |          | CENTER LINE            |
|          |          | FENCE LINE             |
|          |          | SANITARY SEWER MANHOLE |
|          |          | FIRE HYDRANT           |
|          |          | STORM MANHOLE          |
|          |          | WATER VALVE            |
|          |          | SIGN                   |
|          |          | WATER METER            |
|          |          | MAILBOX                |

NOT FOR  
CONSTRUCTION  
FOR REVIEW  
PURPOSES  
ONLY

DATE: 09/30/2025

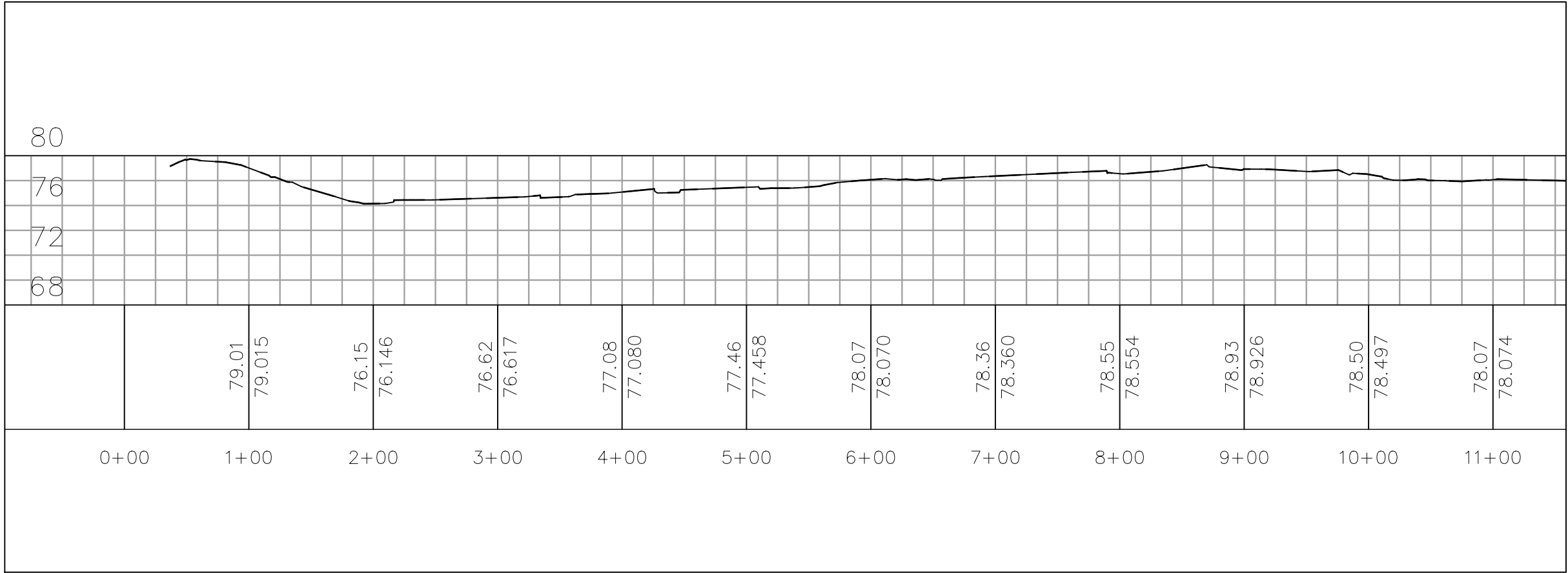
| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



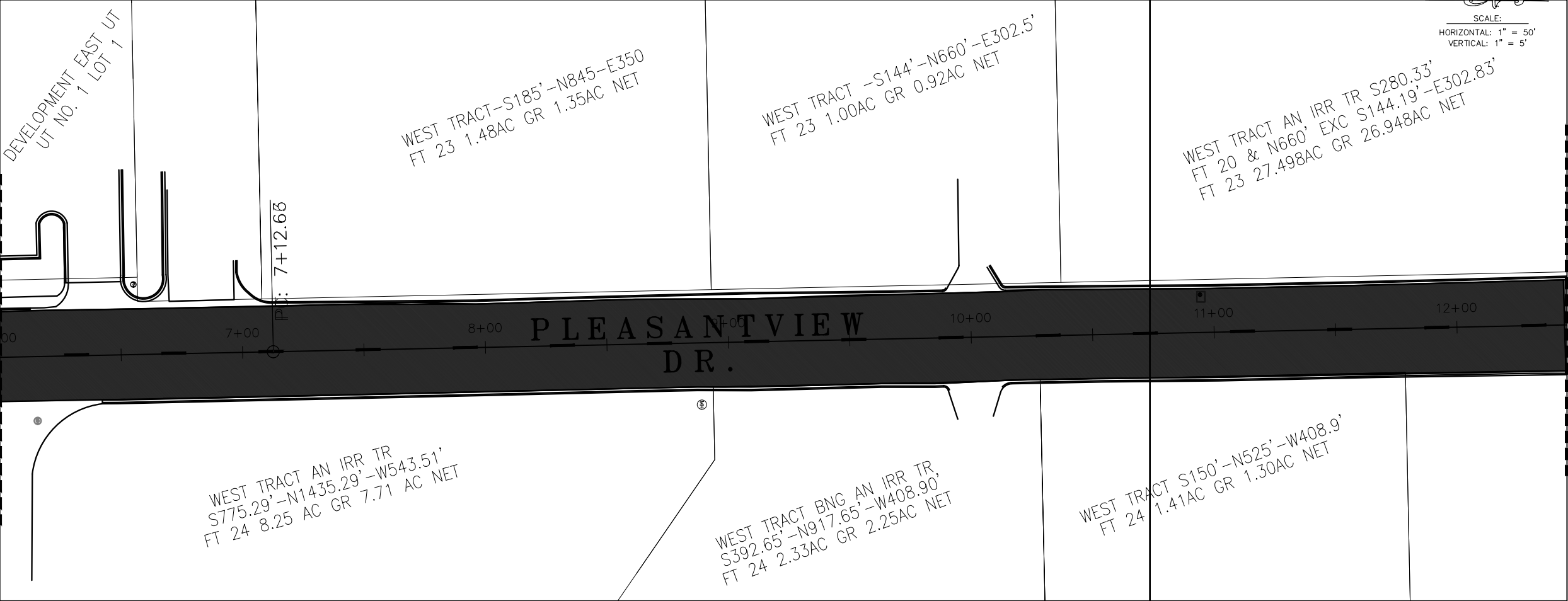
ENGINEERING DEPARTMENT  
255 S. Kansas Avenue Phone: (956) 973-4002  
Weslaco, Tx. 78596 Fax: (956) 973-3128

|                                 |                              |
|---------------------------------|------------------------------|
| Design/Drawn By:<br>FELIPE HDZ. | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETR HERMIDA    | Approved Date:<br>09/30/2025 |

Project:  
**PROP.  
PLEASANTVIEW DR.  
PAVEMENT LAYOUT-1**



MATCHLINE STA. 06+00



MATCHLINE STA. 12+44

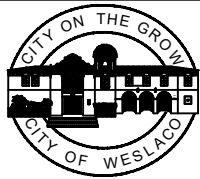
LEGEND

- PROPOSED EXISTING
- PAVEMENT
- CONCRETE
- EASEMENT LINE
- RIGHT OF WAY
- CENTER LINE
- FENCE LINE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- STORM MANHOLE
- WATER VALVE
- SIGN
- WATER METER
- MAILBOX

NOT FOR  
CONSTRUCTION  
FOR REVIEW  
PURPOSES  
ONLY

DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |

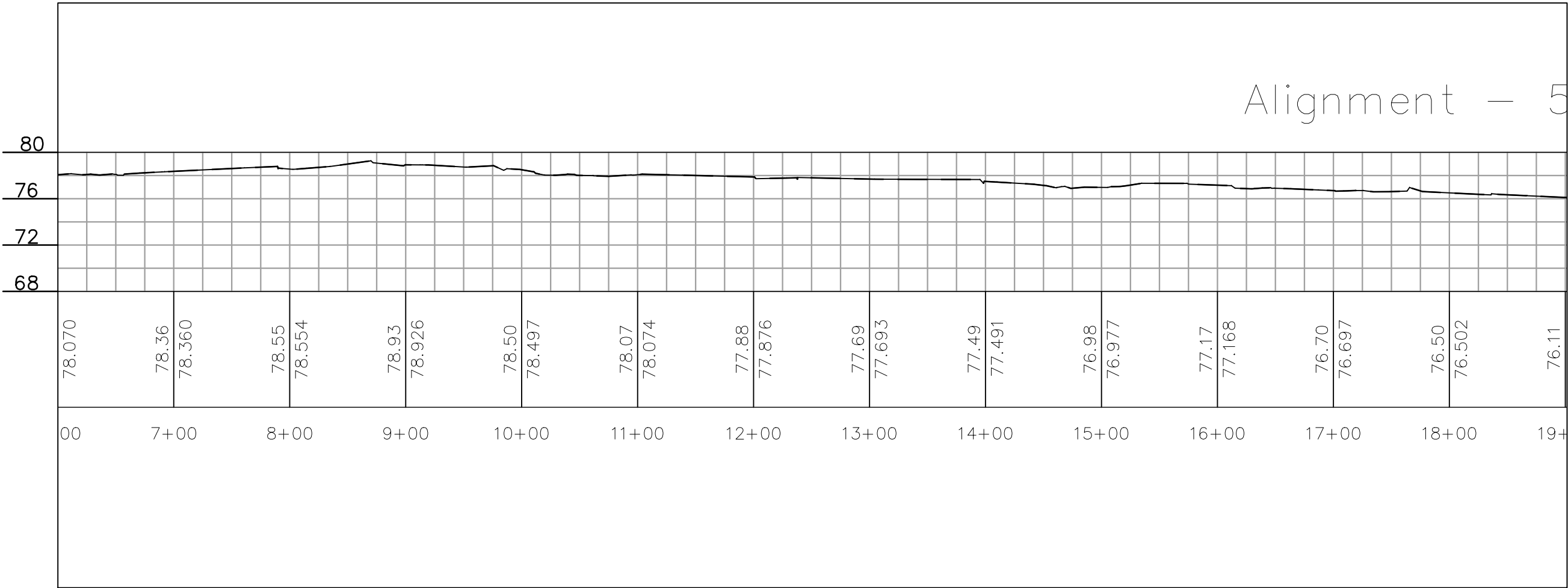


ENGINEERING DEPARTMENT  
255 S. Kansas Avenue Phone: (956) 973-4002  
Weslaco, Tx. 78596 Fax: (956) 973-3128

|                                 |                              |
|---------------------------------|------------------------------|
| Design/Drawn By:<br>FELIPE HDZ. | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETR HERMIDA    | Approved Date:<br>09/30/2025 |

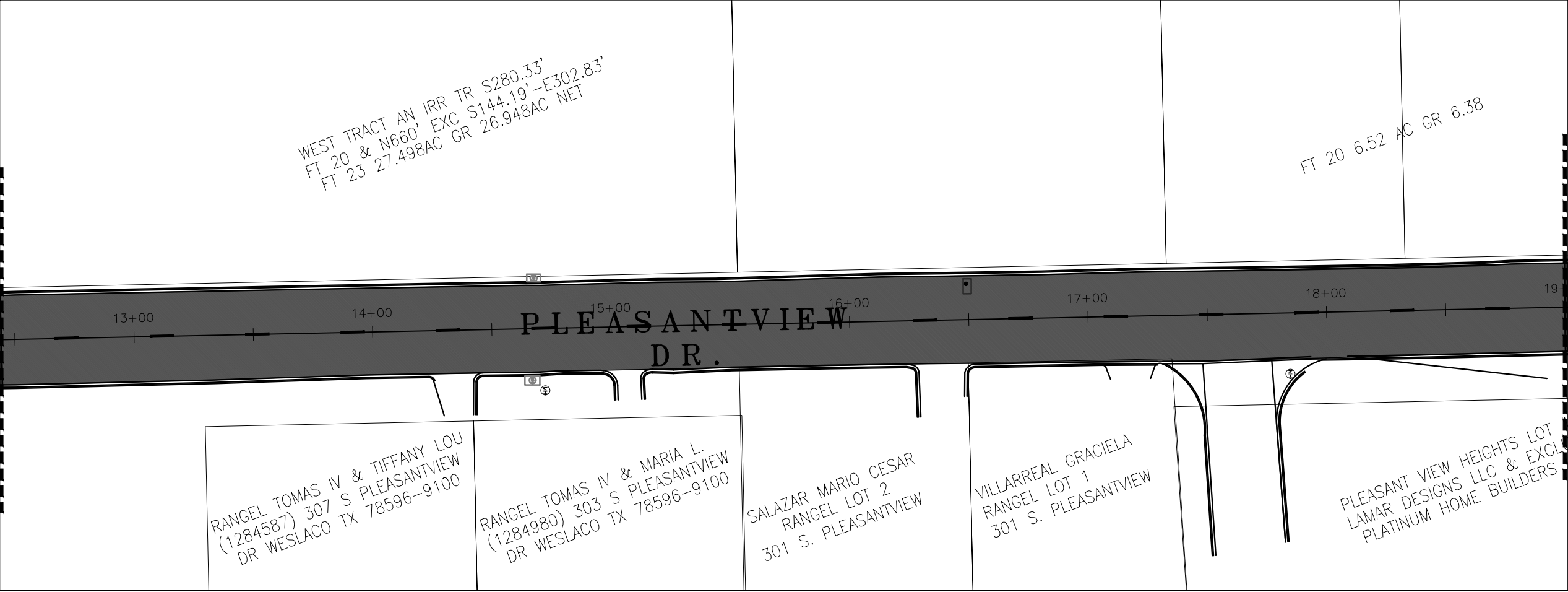
Project:

**PROP.  
PLEASANTVIEW DR.  
PAVEMENT LAYOUT-2**



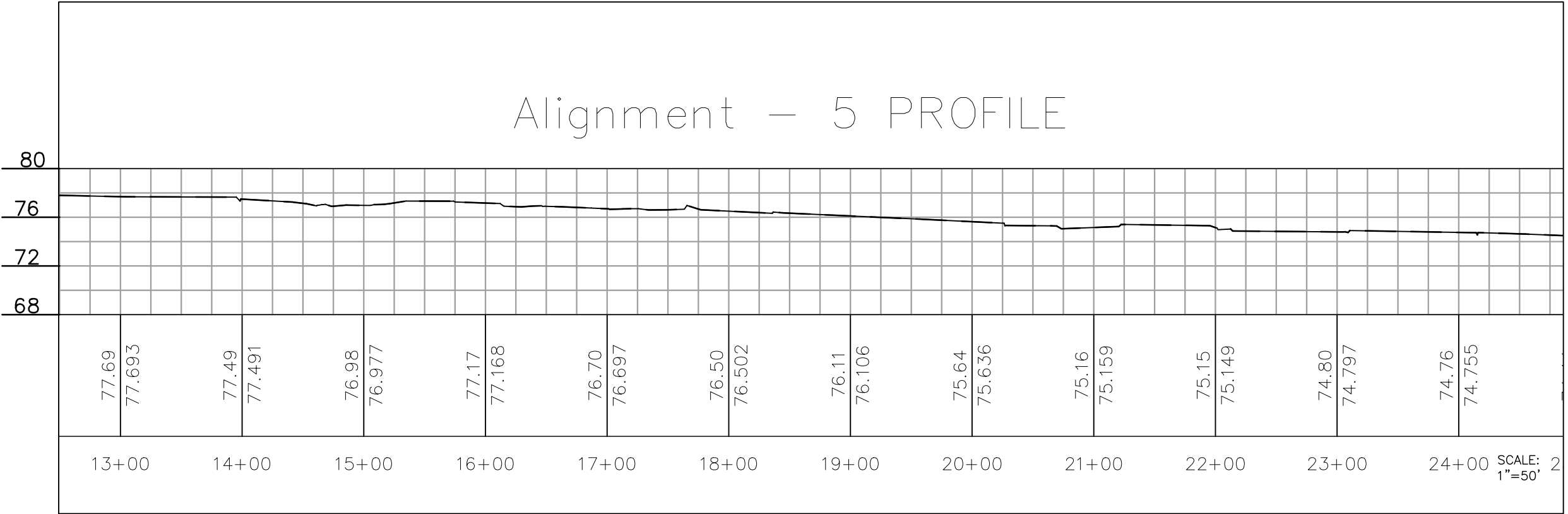


MATCHLINE STA. 12+44



MATCHLINE STA. 19+00

Alignment – 5 PROFILE



**LEGEND**

| PROPOSED | EXISTING |                        |
|----------|----------|------------------------|
|          |          | PAVEMENT               |
|          |          | CONCRETE               |
|          |          | EASEMENT LINE          |
|          |          | RIGHT OF WAY           |
|          |          | CENTER LINE            |
|          |          | FENCE LINE             |
|          |          | SANITARY SEWER MANHOLE |
|          |          | FIRE HYDRANT           |
|          |          | STORM MANHOLE          |
|          |          | WATER VALVE            |
|          |          | SIGN                   |
|          |          | WATER METER            |
|          |          | MAILBOX                |

Seal:

NOT FOR  
CONSTRUCTION  
FOR REVIEW  
PURPOSES  
ONLY

DATE: 08/00/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |

**ENGINEERING DEPARTMENT**  
255 S. Kansas Avenue  
Weslaco, Tx. 78596  
Phone: (956) 973-4002  
Fax: (956) 973-3128

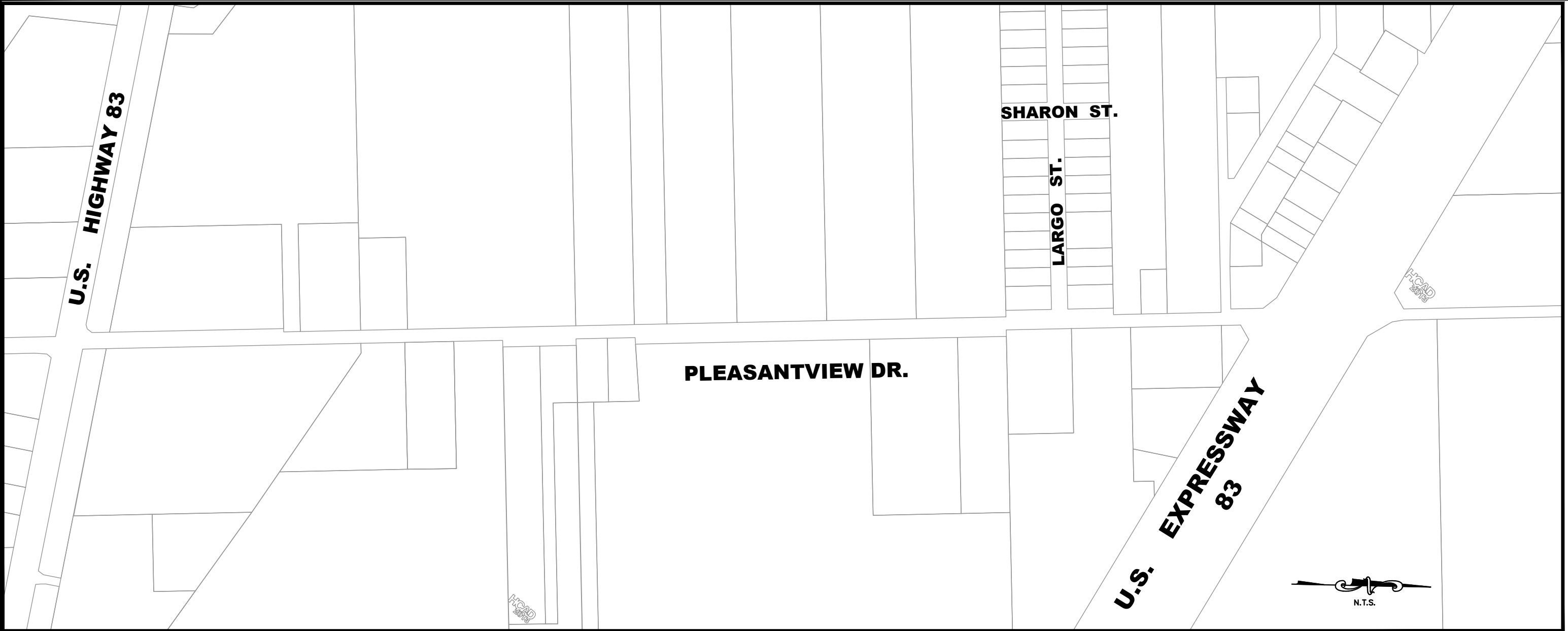
|                                        |                                     |
|----------------------------------------|-------------------------------------|
| Design/Drawn By:<br><b>FELIPE HDZ.</b> | Checked By:<br><b>PETER HERMIDA</b> |
| Approved By:<br><b>PETR HERMIDA</b>    | Approved Date:<br><b>08/00/2025</b> |

Project:

**PROP.  
PLEASANTVIEW DR.  
PAVEMENT LAYOUT-3**

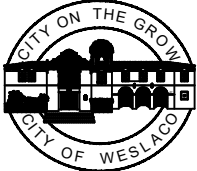
Sheet No.: 3 OF 5

9/26/2025 4:52 PM    FELIPE HERNANDEZ    Q:\000\_ENGINEERING\002\_ENGINEERING PROJECTS\2025 Projects\251408-Proposed Road    Pleasantview Dr\Cover Sheet.dwg



DATE: 09/30/2025

| Rev. No. | Description | Chk By. | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



**ENGINEERING DEPARTMENT**  
255 S. Kansas Avenue    Phone: (956) 973-4002  
Weslaco, Tx. 78596    Fax: (956) 973-3128

|                                         |                                     |
|-----------------------------------------|-------------------------------------|
| Design/Drawn By:<br><b>F. HERNÁNDEZ</b> | Checked By:<br><b>PETER HERMIDA</b> |
| Approved By:<br><b>PETER HERMIDA</b>    | Approved Date:<br><b>09/30/2025</b> |

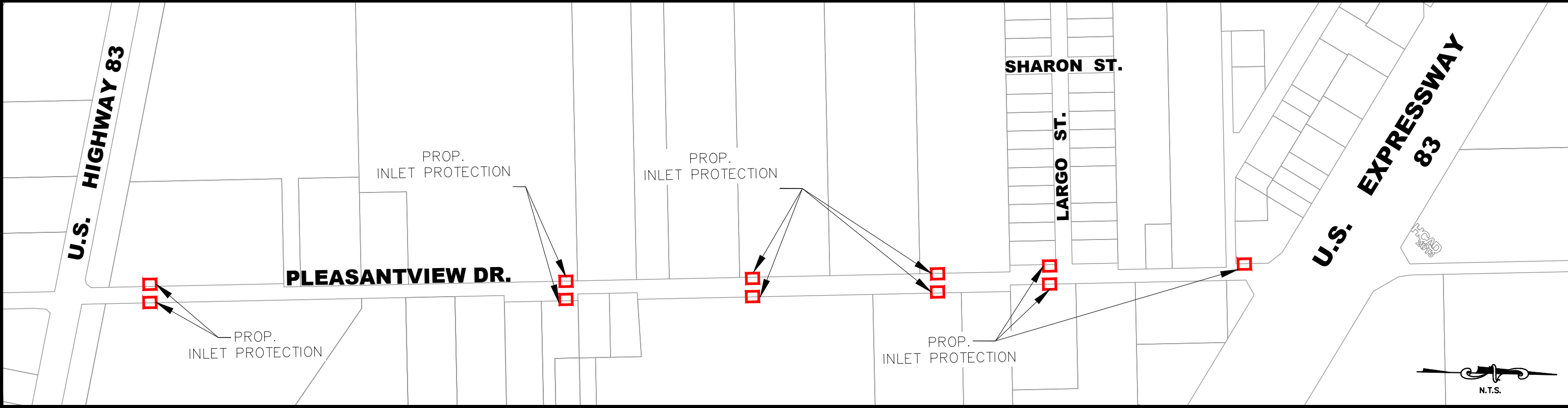
Project:

**PROP. PAVEMENT IMPROVEMENTS  
PLEASANTVIEW DR.  
TCP LAYOUT**

Sheet No.:



9/26/2025 4:54 PM      FELIPE HERNANDEZ      Q:\000\_ENGINEERING\002\_ENGINEERING PROJECTS\2025 Projects\251409-Proposed Road - Pleasantview Dr\Cover Sheet.dwg



EROSION GENERAL NOTES:

- IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2023.
- THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UP SLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE
- THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).
- THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
- STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
- AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
- ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
- THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASH-DOWN.
- THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
- AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
- BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR
- ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
- THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

NOTES:

- STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
- WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

- THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.

GENERAL NOTES:

- STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
- THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
- THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED
- SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENOS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
- INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

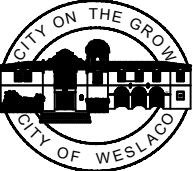
A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



DATE: 09/30/2025

| Rev. No. | Description | Chk By. | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



ENGINEERING DEPARTMENT  
255 S. Kansas Avenue      Phone: (956) 973-4002  
Weslaco, Tx. 78596      Fax: (956) 973-3128

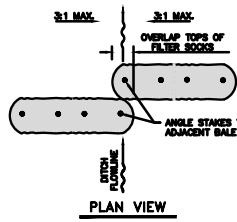
|                                         |                                     |
|-----------------------------------------|-------------------------------------|
| Design/Drawn By:<br><b>F. HERNÁNDEZ</b> | Checked By:<br><b>PETER HERMIDA</b> |
| Approved By:<br><b>PETER HERMIDA</b>    | Approved Date:<br><b>09/30/2025</b> |

Project:

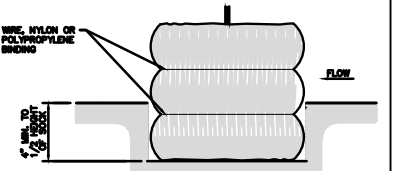
**PROP. PAVEMENT IMPROVEMENTS PLEASANTVIEW DR. EROSION CONTROL PLAN LAYOUT**

Sheet No.:

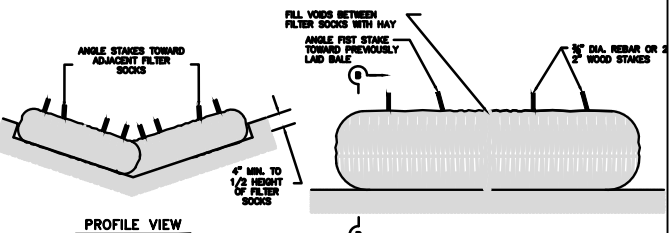
- NOTES:
1. FILTER SOCKS SHALL BE A MINIMUM OF 4" DIAMETER.
  2. FILTER SHALL BE BOUND BY EITHER WIRE NYLO OR POLYPROPYLENE STRIPS. THE FILTER SOCKS SHALL BE COMPOSED ENTIRELY OF VEGETABLE MATTER.
  3. FILTER SOCKS SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 2" AND WHERE POSSIBLE 1/2 THE HEIGHT OF THE HAY SOCK.
  4. FILTER SOCKS SHALL BE PLACED IN A ROW WITH ENDS THIGHTLY BUTTING THE ADJACENT SOCKS. THE SOCKS SHALL BE PLACED WITH BUNDLES PARALLEL TO THE GROUND.
  5. FILTER SOCKS SHALL BE SECURELY ANCHORED IN PLACE WITH 3/8" DIA. REBAR OR 2" X 2" WOOD STAKES DRIVEN THROUGH THE FILTER SOCKS. THE FIRST STAKE SHALL BE ANCHORED TO THE PREVIOUSLY LAID SOCK TO FORCE THE HAY SOCKS TOGETHER.
  6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.
  7. NO HAY BALES ARE ALLOWED.



PLAN VIEW



SECTION B-B



PROFILE VIEW

### STW-1 EROSION CONTROL DETAIL

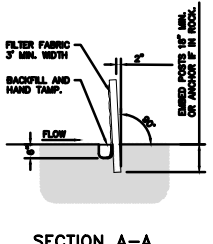
#### GENERAL NOTES

1. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

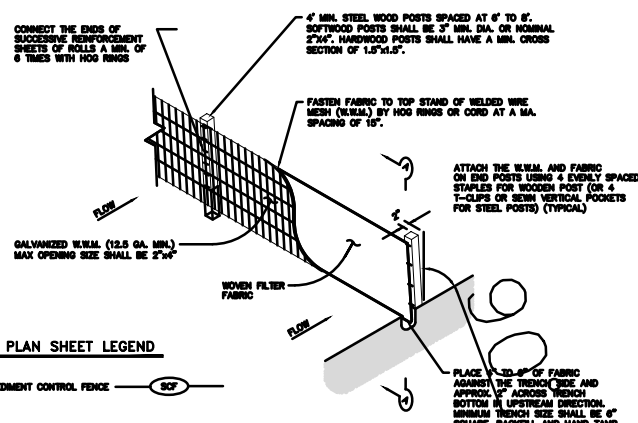
#### SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN 2 ACRES.



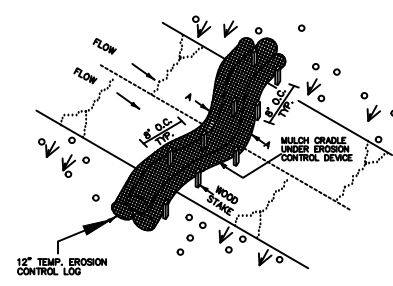
SECTION A-A



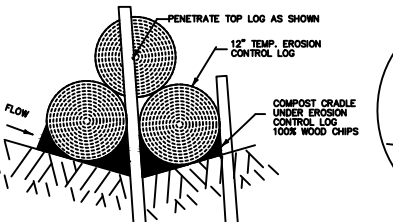
PLAN SHEET LEGEND

SEDIMENT CONTROL FENCE

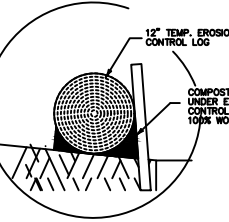
### STW-2 TEMPORARY SEDIMENT CONTROL FENCE - DETAILS



DITCH LINE SEDIMENT TRAP

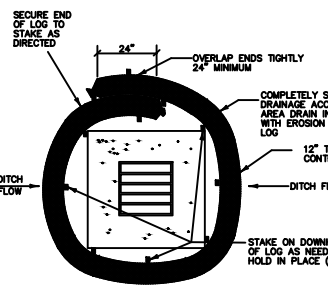


DITCH LINE SEDIMENT TRAP A-A

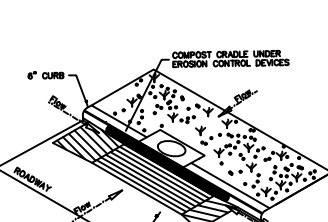


COMPOST CRADLE

### STW-3 TEMPORARY EROSION CONTROL LOGS - 1



DROP INLET SEDIMENT TRAP



CURB INLET SEDIMENT TRAP

### STW-4 TEMPORARY EROSION CONTROL LOGS - 2

#### PLANS SHEET LEGEND

- DL-ST DROP INLET SEDIMENT TRAP
- DL-ST CURB INLET SEDIMENT TRAP

#### SEDIMENT BASIN & TRAP USAGE GUIDELINES

A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

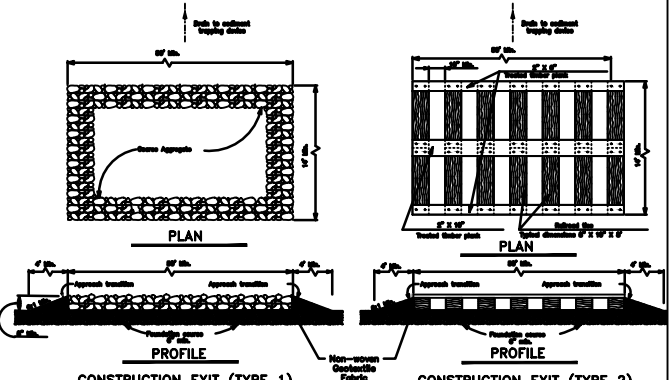
1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by 1/2 or the sediment has accumulated to a depth of 1', whichever is less.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

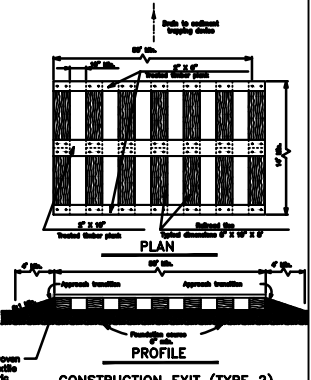
#### GENERAL NOTES

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STIFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.



PLAN

PROFILE

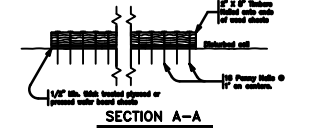


PLAN

PROFILE

#### GENERAL NOTES

1. THE LENGTH OF TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLAN, OR AS SPECIFIED BY THE ENGINEER.
2. THE TYPE 1 CONSTRUCTION EXIT SHALL BE OPEN GRADE WITH A SLOPE OF 4" TO 8".
3. THE APPROACH TRANSITION SHOULD BE NO STEEPER THAN 8:1 AND CONSTRUCTED WITH 1/2" OF 1/2" DIA. SOLID. OTHER PATTERNS MAY BE USED AS APPROVED BY THE ENGINEER.
4. THE CONSTRUCTION EXIT FILLING COURSE SHALL BE FLEXIBLE BASE, REINFORCED PORTLAND CEMENT CONCRETE OR OTHER MATERIAL, AS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAP OR DRAINAGE.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

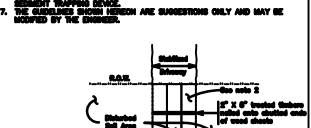


SECTION A-A

#### CONSTRUCTION EXIT (TYPE 3)

#### GENERAL NOTES

1. THE LENGTH OF TYPE 2 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLAN, OR AS SPECIFIED BY THE ENGINEER.
2. THE TYPE 2 CONSTRUCTION EXIT SHALL BE OPEN GRADE WITH A SLOPE OF 4" TO 8".
3. THE APPROACH TRANSITION SHOULD BE NO STEEPER THAN 8:1 AND CONSTRUCTED WITH 1/2" OF 1/2" DIA. SOLID. OTHER PATTERNS MAY BE USED AS APPROVED BY THE ENGINEER.
4. THE CONSTRUCTION EXIT FILLING COURSE SHALL BE FLEXIBLE BASE, REINFORCED PORTLAND CEMENT CONCRETE OR OTHER MATERIAL, AS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAP OR DRAINAGE.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

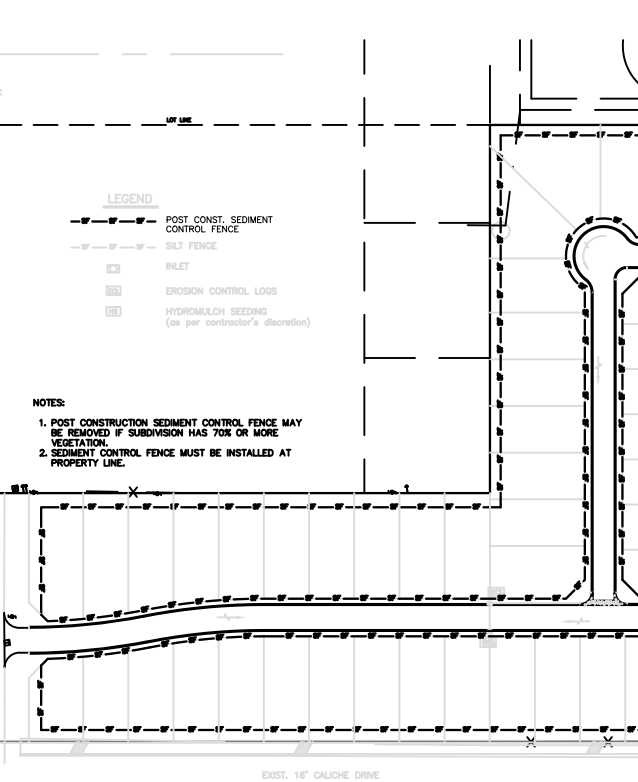


SECTION A-A

#### CONSTRUCTION EXIT (TYPE 3)

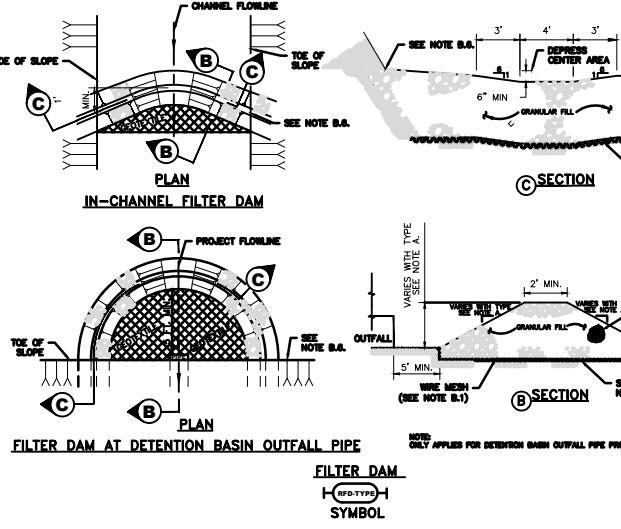
|                                            |          |
|--------------------------------------------|----------|
| FILTER FABRIC: NON-WOVEN GEOTEXTILE FABRIC | 6 MIL.   |
| FABRIC HEIGHT                              | 0.5 MIL. |
| PERMEABILITY                               | 1/SEC    |
| TENSILE STRENGTH                           | 200 LBS  |
| APPROXIMATE OPENING SIZE                   | 80-120   |
| ELONGATION AT YIELD                        | 20-100   |
| TRAPEZOIDAL TEAR                           | 70 LBS   |

### STW-5 TEMPORARY EROSION CONTROL CONSTRUCTION ACCESS / EXIT



EXIST. 16" CALICHE DRIVE

### STW-6 POST CONSTRUCTION SEDIMENT CONTROL FENCE



PLAN

SECTION

#### IN-CHANNEL FILTER DAM

#### PLAN

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

#### SECTION

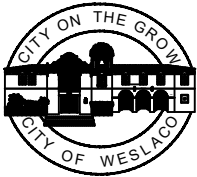
#### SECTION

SUMMARY SHEET



DATE: 09/30/2025

| Rev. No. | Description | Chk By: | Date |
|----------|-------------|---------|------|
|          |             |         |      |
|          |             |         |      |
|          |             |         |      |



ENGINEERING DEPARTMENT  
255 S. Kansas Avenue      Phone: (956) 973-4002  
Weslaco, Tx. 78596      Fax: (956) 973-3128

|                                  |                              |
|----------------------------------|------------------------------|
| Design/Drawn By:<br>F. HERNÁNDEZ | Checked By:<br>PETER HERMIDA |
| Approved By:<br>PETER HERMIDA    | Approved Date:<br>09/30/2025 |

Project: **PROP. PAVEMENT IMPROVEMENTS PLEASANTVIEW DR. SUMMARY SHEET**

Sheet No.:



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                            |                                                              |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1263 |                               |
| <b>From:</b>                                                                                                                                                                                                                               |                                                              |                               |
| <b>Subject:</b><br>Approval of the Lease Agreement for the use of Mayor Pablo Pena Park for the Boys and Girls Winter softball league program from November 1st 2025 - January 31st 2026.<br>(Staffed by Parks and Recreation Department.) |                                                              |                               |
| <b>Background:</b>                                                                                                                                                                                                                         |                                                              |                               |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                        |                                                              |                               |
| Amount:                                                                                                                                                                                                                                    | Term of Impact:                                              | Identified in Current Budget: |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                    |                                                              |                               |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                               |                                                              |                               |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                              |                                                              |                               |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                  |                                                              |                               |
| ADELAIDA VEGA<br>OMAR RODRIGUEZ<br>Xavier Salinas                                                                                                                                                                                          |                                                              | Created                       |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                          |                                                              |                               |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                               |                                                              |                               |
| <b>Attachments, if any:</b><br>Boys and Girls club request, Lease Agreement BGW BASEBALL Winter league                                                                                                                                     |                                                              |                               |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                     |                                                              |                               |



**BOYS & GIRLS CLUB  
Of Weslaco**

300 N. Airport Dr. Suite C.  
Weslaco, TX. 78596  
(956) 973-1610  
(956) 520-8009-Fax  
bgcclopez@hotmail.com

August 20, 2025

To: Director of Parks & Recreation Department

255 S. Kansas Ave.  
Weslaco, TX. 78596

Re: Use of Fields for Winter League  
@ Mayor Pablo Pena City Park

Dear Mr. Rodriguez,

**Board of Directors**

Carlos Robledo  
Board President

Andrew Gonzalez  
Vice-President

Mary T. Gallardo  
Chief Executive Officer

This document is a formal request from Mary Gallardo Lopez, Chief Executive Officer of the Boys & Girls Club of Weslaco, addressed to the Director of the Parks & Recreation Department in Weslaco, TX. The request seeks permission to use Baseball Fields #1, #2, and #3 at Mayor Pablo Peña City Park for a Winter Baseball League. The league will operate from November through January, with games scheduled on weekday evenings (Monday through Friday) and, if necessary, Saturday mornings. Once schedules are ready we will provide times.

Additionally, the Boys & Girls Club requests support for field maintenance, restroom access, toiletries, hand soap, and the use of the concession stand. The organization holds general liability insurance to cover any potential injuries.

The Boys & Girls Club of Weslaco, Inc. emphasizes the importance of providing recreational opportunities for children in Weslaco, as these activities support their development and well-being. Recreational events like the Winter Baseball League offer structured, positive experiences that can benefit youth physically, socially, and emotionally.

Sincerely,

Mary Gallardo Lopez  
Chief Executive Officer



9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due upon request and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to the person signing this agreement on behalf of "LEAGUE".
20. The "CITY" shall have one (1) weekend a month to host any functions it chooses at Mayor Pablo Pena City Park during the lease term. Notice will be given one (1) month in advance of function dates.
21. The "CITY" may at any time may request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

**SIGNATURE PAGE NEXT**

In **WITNESS WHEREOF**, the undersigned hereby execute this lease agreement as of the day and year first above written.

ATTEST:

CITY OF WESLACO

\_\_\_\_\_  
Norma A. Cantu, City Secretary

\_\_\_\_\_  
Adrian Gonzalez, Mayor

APPROVED AS TO FORM:

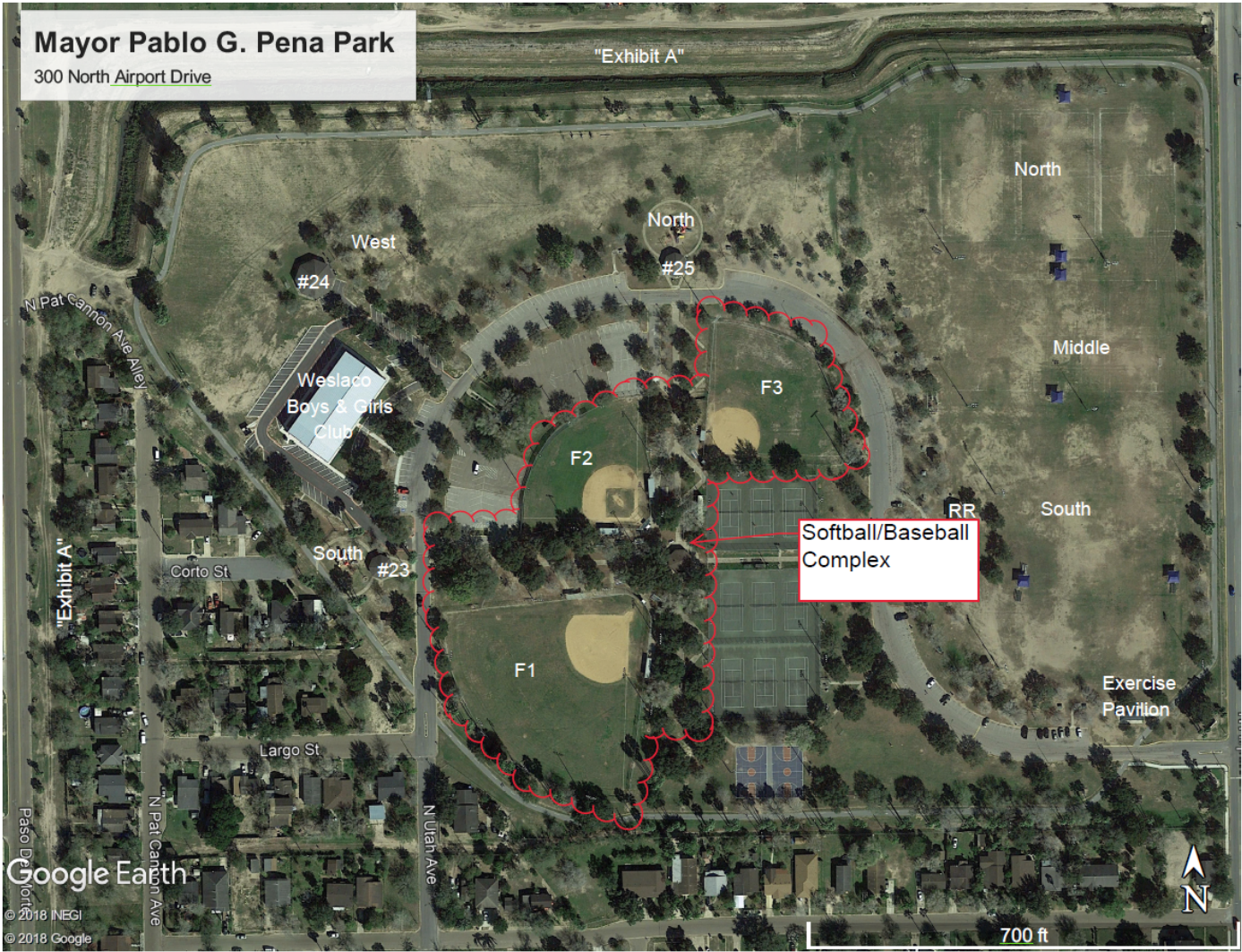
BOYS & GIRLS CLUB OF WESLACO, INC.

\_\_\_\_\_  
Ben Castillo, City Attorney

\_\_\_\_\_  
Mary Gallardo Lopez, Chief Executive Officer



EXHIBIT "A"





# Standardized Agenda Request Form

|                                                                                                                                                                                   |                 |                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                        |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1237 |  |
| <b>From:</b>                                                                                                                                                                      |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration on Resolution 2025-61 appointing a member to the Board of Adjustments and Appeals-Zoning. (Staffed by City Secretary Department.) |                 |                                                              |  |
| <b>Background:</b><br>An appointment is needed for the vacancy of Orlando Villarreal who did not seek reappointment.                                                              |                 |                                                              |  |
| <b>Funding Source (budget code, if applicable):</b>                                                                                                                               |                 |                                                              |  |
| Amount:                                                                                                                                                                           | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Resolution                                                                                                             |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                      |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                     |                 |                                                              |  |
| <b>Advisory Review, if any (name of board/committee, date of action, recommendation):</b>                                                                                         |                 |                                                              |  |
| ADELAIDA VEGA<br>ADELAIDA VEGA<br>Xavier Salinas                                                                                                                                  |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve nominee as recommended by the governing body.                                                                                            |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>R2025-61 BOAA Zoning appt                                                                                                                          |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Execute, retain and notify nominee and appropriate department.                                                                          |                 |                                                              |  |

RESOLUTION NO. 2025-61

A RESOLUTION OF THE CITY OF WESLACO APPOINTING A  
MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-  
ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

WHEREAS, the term of the members of this board are for two years; and

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance as follows:

NAME

TERM ENDING

\_\_\_\_\_

10/08/2027

PASSED AND APPROVED on this 8<sup>th</sup> day of October 2025.

CITY OF WESLACO

\_\_\_\_\_  
Adrian Gonzalez, MAYOR

ATTEST:

\_\_\_\_\_  
Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin Castillo, INTERIM CITY ATTORNEY



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                               |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1211 |  |
| <b>From:</b><br>REBEKAH DE LA FUENTE                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of Ordinance 2025-25 for de-annexation request from the property owner of 3921 E IH 2 described as ADAMS TRACT AN IRR TR N479-24'-E205.38'-W827.55' EXC S167.4'-N479.24'-E114.5'-W827.55' FT 1100 1.64AC NET, Weslaco, Hidalgo County, Texas. First reading on Ordinance 2025-25. (Staffed by Planning and Code Enforcement Department.) |                 |                                                              |  |
| <b>Background:</b><br>The one (1) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by the North Alamo Water Supply and waterline and sewer by OSSF.                                                                                                                                                                              |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                  | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Ordinance - First Reading                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning and Zoning Commission recommended approval of the de-annexation.                                                                                                                                                                                                               |                 |                                                              |  |
| FLOR ELISA ACUNA<br>REBEKAH DE LA FUENTE<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                               |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the de-annexation.                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Ltr from owner to de-annex, 3921 E Ih 2- Aerial, O2025-25 De-Annexation Ordinance                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will advise the applicant.                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |

**Ramon & Maria Patricia Blanco**

2610 Wildwood Drive  
Weslaco, TX 78596

**City of Weslaco**

Attn: City Secretary / City Commission  
255 S. Kansas Ave.  
Weslaco, TX 78596

**Subject: Request for removal from the City of Weslaco Jurisdiction**

To Whom It May Concern/ Mayor Adrian Gonzales,

We respectfully submit this letter to formally request the removal of our property located at 3921 E. Expressway 83 (Adams Tract 1.64 AC) (herein "Property") from the City of Weslaco and its return to Hidalgo County jurisdiction.

We have been paying City of Weslaco property taxes for several years; however, we do not have any of the basic services associated with being part of the City of Weslaco. Specifically, our Property does not have city waste pickup, sewer service or sewer connections, or other municipal benefits.

When our property was originally brought into the city limits, we were assured that sewer services would be extended to our area within five years. That commitment has long since passed without fulfillment, and we are aware that no current plans exist to install sewer infrastructure in our area.

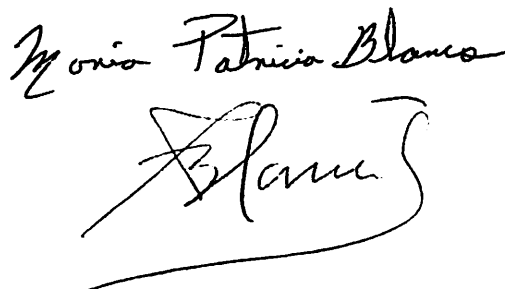
Additionally, we understand that our neighbors in similar circumstances have successfully been removed from the City of Weslaco jurisdiction and been placed under county jurisdiction. We believe it is only fair and reasonable that our property be granted the same consideration, given the lack of city services provided despite ongoing taxation.

For these reasons, we respectfully request that the City of Weslaco approve our petition for removal from City of Weslaco jurisdiction. We believe this is the most equitable solution given the circumstances and lack of municipal support to our Property.

Thank you for your time and attention to this matter. We look forward to your response.

Sincerely,

Ramon Blanco & Maria Patricia Blanco  
956-472-9385, 956-532-0695  
drea.blanco.680@gmail.com

Handwritten signature of Maria Patricia Blanco in cursive script.

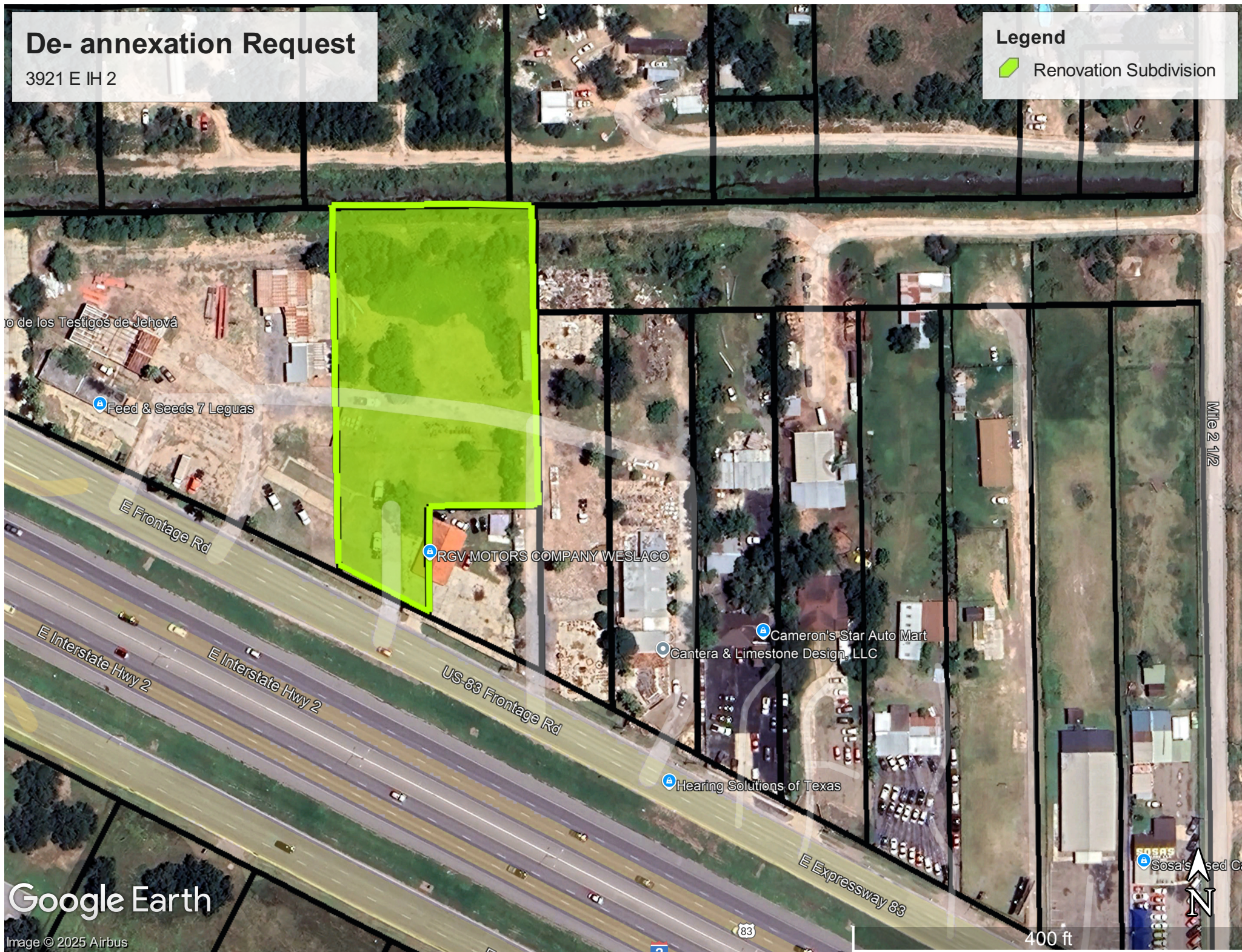


# De- annexation Request

3921 E IH 2

## Legend

 Renovation Subdivision





ORDINANCE NO. 2025-25

AN ORDINANCE TO DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 1.64 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 Commission, 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”); and

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

**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 de-annexed on voluntary petition of area landowner out of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals 1.64 acres and are more specifically described as follows, to-wit:

**METES & BOUNDS DESCRIPTION**

**Being** ADAMS TRACT AN IRR TR N479-24'-E205.38'-W827.55' EXC S167.4'-N479.24'-E114.5'-W827.55' FT 1100 1.64AC NET

**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 8<sup>th</sup> day of

October 2025.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF WESLACO**

\_\_\_\_\_  
Adrian Gonzalez, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Norma A. Cantu, **CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
, **CITY ATTORNEY**





# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                           |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1212 |  |
| <b>From:</b><br>REBEKAH DE LA FUENTE                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration on Ordinance 2025-26 for de-annexation request from the property owner of 4007 E IH 2 being Lot 8, Dellinger Subdivision, Weslaco, Hidalgo County, Texas. First reading on Ordinance 2025-26. (Staffed by Planning and Code Enforcement Department.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                  |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                              | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Ordinance - First Reading                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                        |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning and Zoning Commission recommended approval of the de-annexation.                                                                                                                           |                 |                                                              |  |
| FLOR ELISA ACUNA<br>REBEKAH DE LA FUENTE<br>Xavier Salinas                                                                                                                                                                                                                                           |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the de-annexation.                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Request for de-annexation 4007 E. IH 2, O2025-26 De-Annexation re 4007 E.IH 2, 4007 E Ih 2- Aerial                                                                                                                                                                    |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will advise the applicant.                                                                                                                                                                                                                           |                 |                                                              |  |

**Juan Ramon Blanco**  
802 Quail Hollow Drive  
Weslaco, TX 78596

**City of Weslaco**  
Attn: City Secretary / City Commission  
255 S. Kansas Ave.  
Weslaco, TX 78596

**Subject: Request for removal from the City of Weslaco Jurisdiction**

To Whom It May Concern/ Mayor Adrian Gonzales,

We respectfully submit this letter to formally request the removal of our property located at 4007 E. Expressway 83 (Dellinger LT. 8) (herein "Property") from the City of Weslaco and its return to Hidalgo County jurisdiction.

We have been paying City of Weslaco property taxes for several years; however, we do not have any of the basic services associated with being part of the City of Weslaco. Specifically, our Property does not have city waste pickup, sewer service or sewer connections, or other municipal benefits.

When our property was originally brought into the city limits, we were assured that sewer services would be extended to our area within five years. That commitment has long since passed without fulfillment, and we are aware that no current plans exist to install sewer infrastructure in our area.

Additionally, we understand that our neighbors in similar circumstances have successfully been removed from the City of Weslaco jurisdiction and been placed under county jurisdiction. We believe it is only fair and reasonable that our property be granted the same consideration, given the lack of city services provided despite ongoing taxation.

For these reasons, we respectfully request that the City of Weslaco approve our petition for removal from City of Weslaco jurisdiction. We believe this is the most equitable solution given the circumstances and lack of municipal support to our Property.

Thank you for your time and attention to this matter. We look forward to your response.

Sincerely,

Juan Ramon Blanco  
956-650-0148  
juanr\_b@hotmail.com



ORDINANCE NO. 2025-26

AN ORDINANCE DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND 4007 E IH 2 BEING LOT 8, DELLINGER SUBDIVISION, 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; and

**WHEREAS**, the City Commission, 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”); and

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

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

**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 de-annexed voluntary petition of area landowner out of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, and are more specifically described as follows, to-wit:

**METES & BOUNDS DESCRIPTION**

**Being** Lot 8, Dellinger Subdivision

**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 on this 8<sup>th</sup> day of October 2025.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF WESLACO**

\_\_\_\_\_  
Adrian Gonzalez, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Norma A. Cantu, **CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Benjamin Castillo, **INTERIM CITY ATTORNEY**



# De- annexation Request

4007 E IH 2

## Legend

-  4007 E IH 2
-  Feature 1

guas

RGV MOTORS COMPANY WESLACO

Cameron's Star Auto Mart

Cantera & Limestone Design, LLC

Hearing Solutions of Texas

Sosa's Used Cars

ME 2 1/2

E Interstate Hwy 2

US-83 Frontage Rd

E Expressway 83

E Frontage Rd

Google Earth

Image © 2025 Airbus

300 ft







# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                           |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1213 |  |
| <b>From:</b><br>REBEKAH DE LA FUENTE                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration on Ordinance 2025-27 for de-annexation request from the property owner of 4015 E IH 2 being Lot 7, Dellinger Subdivision, Weslaco, Hidalgo County, Texas. First reading on Ordinance 2025-27. (Staffed by Planning and Code Enforcement Department.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                  |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                              | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Ordinance - First Reading                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                        |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Planning and Zoning Commission recommended approval of the de-annexation.                                                                                                                           |                 |                                                              |  |
| FLOR ELISA ACUNA<br>REBEKAH DE LA FUENTE<br>Xavier Salinas                                                                                                                                                                                                                                           |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the de-annexation.                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Request for de-annexation 4015 e ih 2, O2025-27 De-Annexation 4015 E IH 2, 4015 E Ih 2- Aerial                                                                                                                                                                        |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will advise the applicant.                                                                                                                                                                                                                           |                 |                                                              |  |

**Ramon & Maria Patricia Blanco**  
2610 Wildwood Drive  
Weslaco, TX 78596

**City of Weslaco**  
Attn: City Secretary / City Commission  
255 S. Kansas Ave.  
Weslaco, TX 78596

**Subject: Request for removal from the City of Weslaco Jurisdiction**

To Whom It May Concern/ Mayor Adrian Gonzales,

We respectfully submit this letter to formally request the removal of our property located at 4015 E. Expressway 83 (Dellinger LT. 7) (herein "Property") from the City of Weslaco and its return to Hidalgo County jurisdiction.

We have been paying City of Weslaco property taxes for several years; however, we do not have any of the basic services associated with being part of the City of Weslaco. Specifically, our Property does not have city waste pickup, sewer service or sewer connections, or other municipal benefits.

When our property was originally brought into the city limits, we were assured that sewer services would be extended to our area within five years. That commitment has long since passed without fulfillment, and we are aware that no current plans exist to install sewer infrastructure in our area.

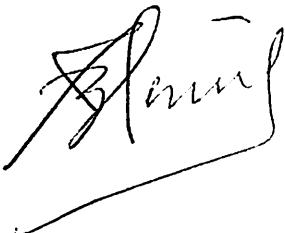
Additionally, we understand that our neighbors in similar circumstances have successfully been removed from the City of Weslaco jurisdiction and been placed under county jurisdiction. We believe it is only fair and reasonable that our property be granted the same consideration, given the lack of city services provided despite ongoing taxation.

For these reasons, we respectfully request that the City of Weslaco approve our petition for removal from City of Weslaco jurisdiction. We believe this is the most equitable solution given the circumstances and lack of municipal support to our Property.

Thank you for your time and attention to this matter. We look forward to your response.

Sincerely,

Ramon Blanco & Maria Patricia Blanco  
956-472-9385, 956-532-0695  
drea.blanco.680@gmail.com

*Maria Patricia Blanco*  


ORDINANCE NO. 2025-27

AN ORDINANCE DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND 4015 E IH 2 BEING LOT 7, DELLINGER SUBDIVISION, 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; and

WHEREAS, the City Commission, 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"); and

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

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 de-annexed by voluntary petition of area landowner out of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, and are more specifically described as follows, to-wit:

METES & BOUNDS DESCRIPTION

Being Lot 7, Dellinger Subdivision

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 on this 8<sup>th</sup> day of October 2025.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF WESLACO

\_\_\_\_\_  
Adrian Gonzalez, MAYOR

ATTEST:

\_\_\_\_\_  
Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin Castillo, INTERIM CITY ATTORNEY

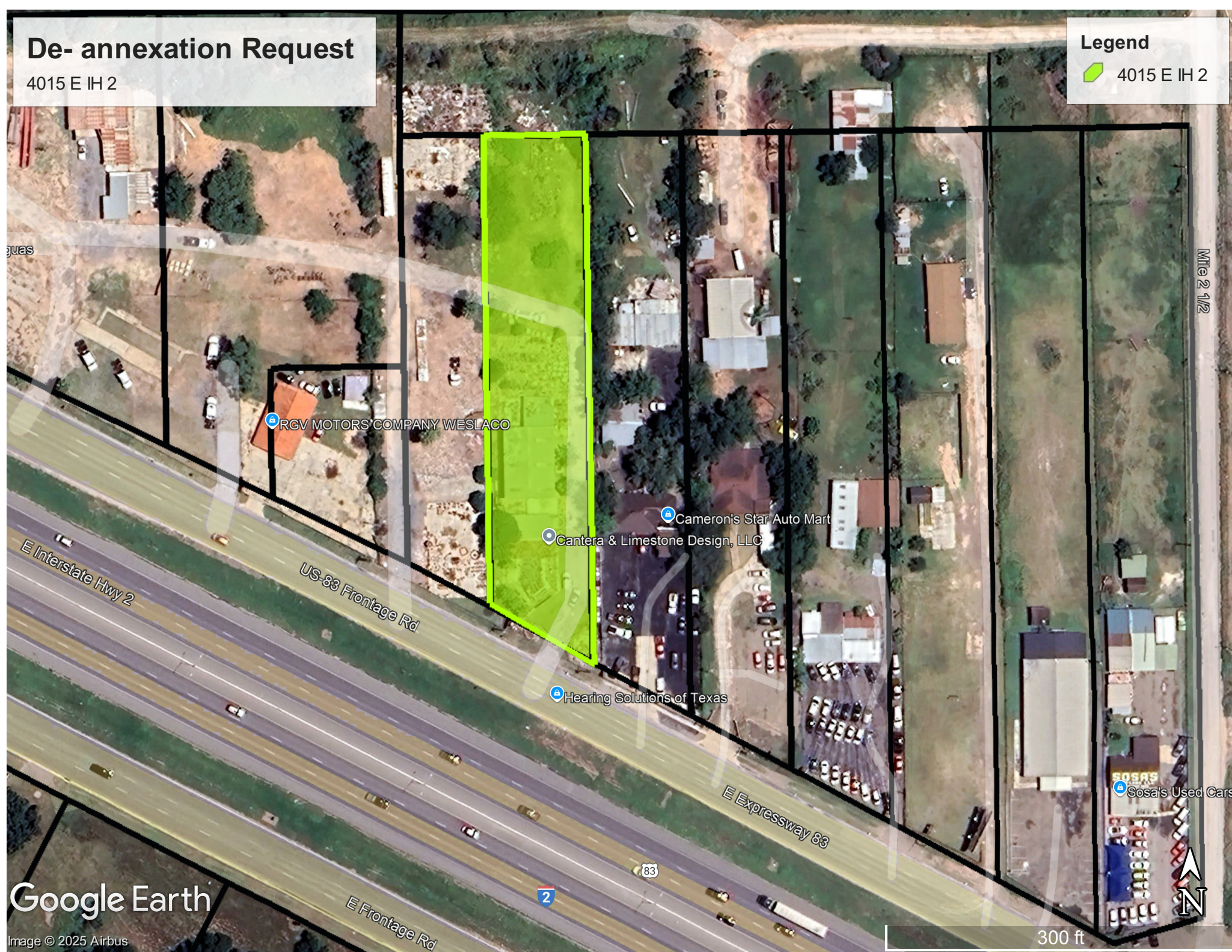


# De-annexation Request

4015 E IH 2

## Legend

 4015 E IH 2



Google Earth

Image © 2025 Airbus

ME 2 1/2

300 ft





# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1005 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of the Interlocal Agreements with the following entities for animal control operations:<br>1. City of Alamo<br>2. City of Donna<br>3. City of Edcouch<br>4. City of Mercedes<br>5. City of Penitas<br>6. City of Pharr<br>7. City of San Juan<br>8. Willacy County<br>(Staffed by Animal Care Services Department.)                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Background:</b><br>The following interlocal agreements have been received: City of Donna, Edcouch, Mercedes, San Juan and Willacy County, which are pending execution. Mayoral signature is required to complete the process. The City of Pharr and Alamo sent in emails advising they are accepting the new terms of the agreement but have not placed on their agendas yet for commission approval. Please note that the City of Peñitas has not responded, and the City of Elsa has opted not to renew its agreement. Upon signature, the remaining agreements will be finalized and returned to the respective entities. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| ADELAIDA VEGA<br>Krista Cheramie<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Interlocal Agreements Memo, Animal Care Services Interlocal Agreement , Email - City of Pharr, Email - City of Alamo                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |

|                                        |
|----------------------------------------|
| <b>Responsibilities upon Approval:</b> |
|----------------------------------------|

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

September 8, 2025

To: Adrian Gonzalez, Mayor; Israel Gonzalez, Jr. Mayor Pro-Tem; Adrian Farias, Commissioner;  
Pete Garcia Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Jose  
"JP" Rodriguez, Commissioner; Xavier Salinas, Assistant City Manager; Omar Rodriguez,  
Interim Assistant City Manager

CC: Norma Cantu

Fr: Krista Cheramie, Animal Care Services Director

Re: Request for Approval of FY 2025–2026 Animal Intake Agreements Received from Contracted  
Entities

The Animal Care Services Department maintains active agreements with nine partner entities for the intake of animals into the Weslaco Animal Care facility.( Alamo , Donna,Edcouch , Elsa, Mercedes, Penitas , San Juan, Willacy & Pharr) These contracts outline the terms under which animals are transferred to our shelter and include fee structures, responsibilities, and intake procedures.

For Fiscal Year 2025–2026, two key updates were made to the standard agreement:

An increase in the intake fee from \$150 to \$250 per animal

A requirement for all contracted entities to utilize Shelterluv, the City's shelter management software, to document and electronically transfer animal intake information at the time of drop-off

The relevant contract clause reads:

"[Entity] shall utilize the shelter management software currently used by CITY, Shelterluv, to document all animal intakes. Designated [Entity] personnel shall be responsible for uploading intake photographs, entering all required information, and electronically transferring each animal to CITY's facility at the time of drop-off. This digital process shall be used for internal tracking, recordkeeping, and billing purposes. CITY shall provide interim kennel cards and training support during the transition period to ensure effective implementation of the software by [Entity] personnel."

At this time, several entities have reviewed and returned their signed agreements. I am requesting approval to proceed with services under the updated contract terms only for those entities whose agreements have been received to date. The remaining entities are still in the process of review or awaiting return.

A full list of approved entities will be maintained and updated as additional agreements are received.

Please feel free to reach out with any questions. I will be happy to provide additional information or copies of the returned agreements. Thank you for your time and consideration.

Krista Cheramie  
ACS Director, City of Weslaco



F. Hours of operation:

- Weslaco Animal Care Services hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

## **SECTION II CALL NOTIFICATION / REPRESENTATIVE**

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) WILLACY COUNTY

Aurelio Guerra, County Judge  
576 W. Main Street  
Raymondville, Texas 78580

ii) CITY OF WESLACO

Krista Cheramie, Animal Care Services .  
255 S. Kansas Avenue  
Weslaco, Texas 78596

No other representative from COUNTY may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

## **SECTION III PAYMENTS AND FEES**

COUNTY agrees to pay CITY for services contracted herein as follows:

A. COUNTY shall pay CITY \$250.00 per animal impounded at CITY'S shelter.

B. COUNTY shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.

C. COUNTY citizens seeking to reclaim animals shall pay fees as set by CITY.

D. COUNTY shall pay CITY \$150.00 to tranquilize or euthanize an animal on site



E. COUNTY shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with COUNTY invoice.

COUNTY will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

#### **SECTION IV CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

#### **SECTION V TERM OF AGREEMENT AND TERMINATION**

- A. This Agreement shall be for an initial term of one year, effective \_\_\_\_\_, 2025 and shall continue in full-force and effect through October 1, 2026.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

#### **SECTION VI NON-APPROPRIATIONS**

If COUNTY cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to COUNTY.

#### **SECTION VII MEDIATION**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

#### **SECTION VIII HOLD HARMLESS**

To the extent permitted under the Constitution and laws of the State of Texas Willacy County agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

**IN WITNESS WHEREOF**, CITY and COUNTY have executed two (2) copies of this Agreement as of the date set forth above.

**CITY OF WESLACO**

BY: \_\_\_\_\_  
Adrian Gonzalez, Mayor

255 S Kansas  
Weslaco, Texas 78596  
Phone: 956.968.3181  
Fax: 956.973.3128

**ATTEST:**

BY: \_\_\_\_\_  
Norma A. Cantu, City Secretary

**APPROVED AS TO FORM ONLY:**

Juan E. Gonzalez  
Attorney at Law

\_\_\_\_\_  
City Attorney

**WILLACY COUNTY**

BY: \_\_\_\_\_  
Aurelio Guerra, County Judge

Willacy County

576 W. Main St.  
Raymondville, Texas 78580  
956-689-3393

SAMPLE

---

**Re: Request for Signed Contract Submission by September 25, 2025**

---

From Niko Tapangan <niko.tapangan@pharr-tx.gov>

Date Wed 9/17/2025 1:54 PM

To Krista Cheramie <kcheramie@weslacotx.gov>; Caitlyn Galicia <cgalicia@weslacotx.gov>

Cc Cenovio Guzman <cenovio.guzman@pharr-tx.gov>; Daniel Castro <daniel.castro@pharr-tx.gov>

Good afternoon Ms. Cheramie,

No worries, thank you and we completely understand!

I apologize for the delay on our end. I spoke with Ms. Galicia and mentioned to her that we fully intend on moving forward with the agreement for FY26. Unfortunately, we were unable to get it on the agenda of our last City Commissioners Meeting and our next meeting is not until Oct. 6. Ms. Galicia recommended I send you an email to both explain the situation and **request for the continuation of services** as we wait for the contract to be signed at the next meeting. I do not anticipate any issues and I expect it to pass. We are just having to wait for the actual meeting to take place.

Please let me know if this email is sufficient for a continuation of services request or if any thing else is needed from my end.

Again, I apologize for the inconvenience. Thank you for your patience and understanding.

Have a great day,

Niko Tapangan



photo

**Niko Ross A. Tapangan, MPH, RS**

**Public Health Director - Public Health Department**

1121 E Nolana Loop, Pharr, TX 78577-5616

O: 956.402.4000 ext. 1034 | C: 956.769.1174

Niko.Tapangan@pharr-tx.gov

---

**From:** Krista Cheramie <kcheramie@weslacotx.gov>

**Sent:** Thursday, September 11, 2025 10:40 AM

**To:** Niko Tapangan <niko.tapangan@pharr-tx.gov>; Caitlyn Galicia <cgalicia@weslacotx.gov>

**Cc:** Cenovio Guzman <cenovio.guzman@pharr-tx.gov>; Daniel Castro <daniel.castro@pharr-tx.gov>

**Subject:** Re: Request for Signed Contract Submission by September 25, 2025

\*\*\*\*\* This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. \*\*\*\*\*

Good morning,

---

**Re: Request for Signed Contract Submission by September 25, 2025**

---

**From** Robert Salinas <bsalinas@alamotexas.org>

**Date** Mon 9/15/2025 5:40 PM

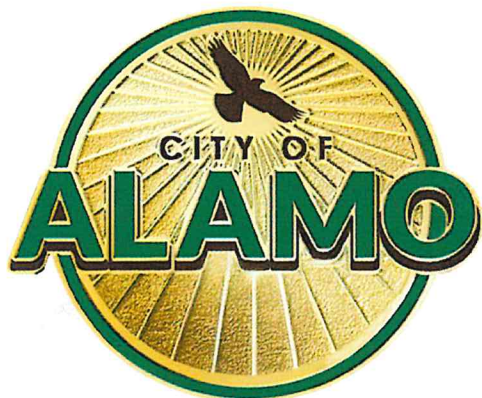
**To** Caitlyn Galicia <cgalicia@weslacotx.gov>

**Cc** Alexandra Rangel <arangel@alamotexas.org>; Krista Cheramie <kcheramie@weslacotx.gov>

Good afternoon Ms. Cheramie,

Please allow this e-mail to serve as the City of Alamo's agreement to the terms of the agreement as proposed by the City of Weslaco for animal control services.

Thank you,



Robert L. Salinas  
City Manager  
City of Alamo  
420 N. Tower Rd.  
Alamo, TX 78516  
Phone: 956-787-0006

---

**From:** Caitlyn Galicia <cgalicia@weslacotx.gov>

**Sent:** Friday, September 12, 2025 12:09 PM

**To:** Robert Salinas <bsalinas@alamotexas.org>

**Cc:** Alexandra Rangel <arangel@alamotexas.org>; Krista Cheramie <kcheramie@weslacotx.gov>

**Subject:** Re: Request for Signed Contract Submission by September 25, 2025

Good Afternoon Mr. Salinas,

I am reaching out in regards to your recent request for an extension for the contract to be submitted. I went ahead and spoke with Ms. Cheramie and she is understanding of your request and is just asking for you to forward her an email agreeing to the terms of the contract to show to our City Commission. If there are anymore questions at this time please reach out to me or Ms. Cheramie herself.

Thank you for your cooperation,

*Caitlyn Galicia*



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1205 |  |
| <b>From:</b><br>Rosalinda Cavazos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration on Resolution 2025-62 to adopt the annual Investment Policy for the City of Weslaco. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Background:</b><br>The Public Funds Investment Act, as codified in Section 2256 of the Texas Government Code, requires the governing body of a political subdivision to annually review and adopt a written investment policy. The City of Weslaco maintains an Investment Policy to establish guidelines for the investment of public funds, with an emphasis on safety, liquidity, and yield. Resolution 2025-62 formally adopts the annual Investment Policy for the City of Weslaco in compliance with state law. |                 |                                                              |  |
| <b>Funding Source (budget code, if applicable):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Resolution<br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Advisory Review, if any (name of board/committee, date of action, recommendation):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the Resolution.                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Attachments, if any:</b><br>100825 R2025-62 ADOPT INVESTMENT POLICY, Investment Policy-COW 100825, R2025-62 Adopt Investment Policy                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>File.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

**Date: September 30 ,2025**

**To: Mayor & City Commission**

**CC: Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager**

**From: Rosie Cavazos, Finance Director**

**Re: R2025-62 ADOPT INVESTMENT POLICY**

.....

The City of Weslaco maintains a written Investment Policy to establish guidelines for the investment of public funds, emphasizing safety, liquidity, and yield. In accordance with Chapter 2256 of the Texas Government Code (Public Funds Investment Act), the governing body is required to annually review and adopt the City's investment policy and investment strategies.

The City of Weslaco's Investment Policy was last reviewed and adopted on October 1, 2024. As the designated Investment Officer, I have completed the required review and recommend no changes to the policy at this time. The current policy remains consistent with state law and best practices. Should there be future legislative updates impacting the Public Funds Investment Act, staff will bring forward the necessary amendments for Commission consideration.

There is no direct financial impact associated with this action. Adoption of the Investment Policy ensures continued compliance with state law and establishes the framework for safeguarding and managing public funds.

Staff recommends acceptance and approval of Resolution 2025-62 adopting the City of Weslaco's Investment Policy as presented.

# 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.

RESOLUTION NO. 2025-62

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, or 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 8<sup>th</sup> day of October 2025.

**CITY OF WESLACO**

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**

**APPROVED AS TO FORM:**

---

Benjamin Castillo, **INTERIM CITY ATTORNEY**



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1206 |  |
| <b>From:</b><br>Rosalinda Cavazos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to amend and adopt revisions to the City of Weslaco purchasing policy, including the Purchasing Card Policy, and to adopt Resolution 2025-65 establishing a Local Preference Policy pursuant to Texas Local Government Code §271.9051. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Background:</b><br><br>The City of Weslaco Purchasing Policy guides procurement in compliance with State law, City ordinances, and federal regulations. To ensure accountability and efficiency, the Finance Department has completed a review and is recommending revisions. The updates modernize procurement thresholds, clarify bidding requirements, and strengthen compliance measures. The revised Purchasing Card Policy has also been incorporated, providing clear rules for authorized use, reconciliation procedures, and oversight responsibilities. In addition, Resolution 2025-64 establishes a Local Preference Policy pursuant to Texas Local Government Code §271.9051, allowing the City to award contracts to local businesses when bids are within five percent of the lowest responsible non-local bid and the award is determined to provide best value. Adoption of these revisions will strengthen internal controls, improve efficiency, and support local economic development. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Resolution<br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends the approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |

2025-10-08 PURCHASING POLICY REVISION, PURCHASING CARD QUICK REFERENCE (EXHIBIT C),  
PURCHASING CARD POLICY, R2025-65 Local preference business

**Responsibilities upon Approval:**

# City of Weslaco



## Purchasing Policy

Proposed October 8, 2025



## CITY OF WESLACO MANAGEMENT LETTER

FROM: Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

TO: All City Departments

SUBJECT: Purchasing Policy

DATE: October 8, 2025

The City of Weslaco is committed to ensuring that all purchases of goods and services are conducted ethically, transparently, and in full compliance with Texas law and the Purchasing Policy adopted by the City Commission. The Purchasing Office partners with every department to obtain the right products or services, of the right quality, at the best value for taxpayers. Strict adherence to this policy is required to safeguard City resources, maintain fair competition, and uphold the public's trust.

Department Heads are fully accountable for ensuring that all purchasing activity within their areas complies with the policy. Departments must maintain strong internal controls to prevent misuse, errors, or delays, and must plan purchases proactively so that exceptions are rare and well justified. The Purchasing Office has the authority to review, question, and reject any purchase request that violates the policy, state law, or creates an actual or perceived conflict of interest. The Finance Department serves as the final checkpoint to verify funding availability and account coding, and will assist in resolving questions of policy interpretation.

The City Manager retains final authority to decide purchasing matters, provided such decisions are consistent with state law. Compliance with this policy is mandatory. Failure to follow these guidelines will be addressed promptly and may result in corrective action.

By working together under these standards, the City of Weslaco will protect public funds, operate efficiently, and deliver the highest level of service to our community.

---

Xavier Salinas, Assistant City Manager

---

Omar Rodriguez, Interim Assistant City Manager

---

Rosie Cavazos, Finance Director



**THE CITY OF WESLACO, TEXAS  
PURCHASING POLICY  
EFFECTIVE OCTOBER 8, 2025**

**TABLE OF CONTENTS**

|      |                                                            |
|------|------------------------------------------------------------|
| 1.0  | INTRODUCTION - 3                                           |
| 2.0  | PURCHASING AUTHORITY - 3                                   |
| 3.0  | PURCHASES LESS THAN \$3,000.00 - 5                         |
| 4.0  | PURCHASES BETWEEN \$3,000.01 AND \$50,000.00 - 6           |
| 5.0  | PURCHASES OF MORE THAN \$50,000.00 - 6                     |
| 6.0  | HIGH TECHNOLOGY PURCHASING PROCEDURES - 8                  |
| 7.0  | ACQUISITION OF COMPUTER RELATED EQUIPMENT AND SUPPLIES -8  |
| 8.0  | PROCUREMENT OF PROFESSIONAL SERVICES - 9                   |
| 9.0  | HUB PARTICIPATION – 9                                      |
| 10.0 | EXEMPTIONS TO COMPETITIVE PROCUREMENT PROCEDURES - 10      |
| 11.0 | SOLE SOURCE - 10                                           |
| 12.0 | REIMBURSEMENT OF CITY EMPLOYEES FOR CERTAIN PURCHASES - 10 |
| 13.0 | EMERGENCY EXPENDITURES - 11                                |
| 14.0 | GRANT FUNDED PURCHASES - 11                                |
| 15.0 | LOCAL BUSINESS PREFERENCE - 14                             |
| 16.0 | ORDER RECEIPT - 14                                         |
| 17.0 | CONTRACT RENEWAL PROCEUDRES - 15                           |
| 18.0 | CHANGE ORDER/MODIFICATIONS - 15                            |
| 19.0 | CONTRACT ADMINISTRATION - 17                               |
| 20.0 | APPROVAL AND AWARDS - 18                                   |
| 21.0 | PROCEDURE FOR DISPOSAL AND SURPLUS ITEMS - 19              |
| 22.0 | STATE CONTRACT AND OTHER PURCHASING COOPERATIVES - 19      |
| 23.0 | ANNUAL CONTRACT - 20                                       |
| 24.0 | PURCHASING ETHICS - 20                                     |
| 25.0 | MISCELLANEOUS - 22                                         |

## **1.0 INTRODUCTION**

### **1.1 STATEMENT OF GENERAL POLICY**

It is the policy of the City of Weslaco that all purchasing shall be conducted on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Weslaco, Texas.

It is important to remember that City purchasing operates in full view of the public. To assure an open purchasing process and economy in purchasing, the Weslaco City Commission has determined that competitive bidding will be used as much as possible in the purchase of goods and services for the City.

The City of Weslaco intends to maintain a cost-effective purchasing system conforming to good management practices. To be successful, everyone must support the system. The establishment and maintenance of a good purchasing system is possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. To accomplish timely purchasing of products and services at least cost to the City of Weslaco, takes everyone's cooperation.

## **2.0 PURCHASING AUTHORITY**

### **2.1 CITY MANAGER**

The City Manager may delegate some or all of the financial administrative duties to the Finance Director or other administrative officer but shall maintain supervisory authority over all functions.

The City Manager is the only employee that has the authority to sign contracts on behalf of the City, unless otherwise approved by the City Commission.

- 1.) All contracts for expenditures in an amount not exceeding \$50,000.00 provided that the expenditure is budgeted.

### **2.2 PURCHASING**

Purchasing shall have responsibility to ensure statutory compliance with applicable laws, regulations, and City purchasing policy and procedures and to ensure that competitive procurement is practiced in a fully public and ethical environment.

Purchasing shall be responsible for solicitations, bid openings and closings, and assisting the departments in presentation of purchase of goods and services (when needed) to the City Commission.

Purchasing will encourage competition between vendors through negotiations, competi-

tive bidding and quantity buying by continuously monitoring requisitions from all departments. This includes consolidation of purchases where possible.

Purchasing will solicit evaluations and recommendations from user departments on proposals received from suppliers.

Purchasing will oversee the disposition of city surplus property including transfer of equipment between offices, departments, or agencies, and sell of surplus, obsolete or unused supplies, materials, or equipment.

Purchasing will monitor and evaluate vendor performance and, when advisable, assist the departments with the testing of goods and services for compliance with specifications.

Purchasing may utilize State Cooperative Purchasing Agreements, Interlocal and City purchasing contracts for price and delivery advantages. City departments will use existing City contracts when available for all purchases.

Debarment Check – It is the policy of the City to check if a vendor has been debarred prior to entering into a contract. Purchasing, in conducting their due diligence, shall verify that the vendor does not appear on the list maintained by the federal government. The System for Award Management can be accessed at the following web link: <https://sam.gov/>

## **2.3 DEPARTMENT RESPONSIBILITIES**

Departments will determine the availability of budgeted funds in the appropriate category before requesting a purchase. Purchase requisitions may be returned if funds are not available and will not be processed until the user department addresses this issue.

Departments will submit requests with sufficient lead-time to acquire materials in advance of need.

With the assistance of Purchasing, departments will develop detailed and comprehensive minimum specifications for goods and services. Specification should be written to encourage competition, whenever possible. Products available through a sole source must be justified to Purchasing.

Departments will inspect all deliveries of supplies, materials, and equipment, and determine their quality and conformance with specifications.

All claims regarding damaged materials, etc. must be processed in an expeditious manner. The user departments should immediately contact Purchasing upon discovery of damaged goods and advise Purchasing in writing of the problem and provide evidence of unsatisfactory performance by a supplier.

When applicable, contracts with suppliers regarding procurement should be arranged through and under the cognizance of Purchasing. This includes arranging samples and/or products for evaluation. Purchasing shall be provided copies of any correspondence between suppliers and Departments.

No department head or employee is authorized to indicate in any way or manner to any salesperson or company that they will recommend a particular product or service.

### **3.0 PURCHASES LESS THAN \$3,000.00**

#### **A.Delegated Departmental Procedures**

Departments, upon approval by the Department Head, may purchase goods and/or services up to \$3,000 directly from a vendor using the methods described below. This procedure enables departments to make small purchases in a cost-effective manner using the informal solicitation method. At least **one written quote** is required and must be retained with the purchase documentation.

When requested, Purchasing staff will assist departments with identifying potential vendors or researching information needed to complete purchases. Departments are responsible for planning and budgeting their daily operations to minimize rush orders and work stoppages.

Purchasing Card (P-Card) – Use the P-Card, when feasible, for purchases under \$1,000.

The Purchasing Card program is designed to streamline the purchasing and accounts payable process by reducing paperwork generated by small dollar, high volume transactions, providing immediate access to goods and/or services, and facilitating quick payments to vendors.

All Purchasing Card (P-Card) purchases must be made in compliance with the P-Card Policy and statutory and City Charter requirements for public procurement.

**Vendors Requiring 1099 Reporting** – If payment is made to a vendor that is subject to IRS 1099 reporting requirements, departments must ensure that a current W-9 is on file before payment is processed. Purchasing and Finance staff will not release payment without the required documentation. **Use of the P-Card for 1099-reportable vendors is discouraged.** Whenever possible, these payments should be processed through Accounts Payable to ensure compliance with IRS reporting requirements.

#### **4.0 PURCHASES BETWEEN \$3,000.01 AND \$50,000.00**

##### **A.General Information**

Three (3) or more competitive written quotes are required for all purchases of \$3,000 or more. Two (2) “no quotes returned” responses will equal one (1) quote. All quotes must be scanned and attached to the requisition in the ERP system.

1.All purchases of \$3,000.01 or more require a purchase requisition initiated by the Department Head or their designee whose appropriation will be charged, along with a purchase order approved by Purchasing. No contract or order shall be issued to any vendor unless and until the Finance Department certifies that a sufficient unencumbered appropriation balance is available. Inclusion in an approved budget does not automatically entitle a department to the equipment, supplies, or materials requested

2.Section 252.0215 of the Local Government Code provides that at least two (2) of the quotes be from historically underutilized business (HUB) contacted on a rotating basis, per information provided on the Centralized Master Bidder’s List (CMBL) located on the Window on State Government website ([www.window.state.tx.us/procurement/](http://www.window.state.tx.us/procurement/)). If the CMBL fails to identify HUB vendor in Hidalgo county, then the quotes in this dollar category may be from any vendor. Contact Purchasing if a current HUB listing is required.

3.The purchase requisition must be completed by the department with all known information – including quantity, description, account code, unit price, total price, delivery, freight and payment terms.

##### **B.Flow Sequence for Purchases of \$3000.01 to \$50,000.00**

1.The requesting department submits a requisition through the ERP system. The requisition must include the minimum specifications, required delivery dates, pricing, and quantities.

2.Purchasing verifies that all required competitive quotes have been obtained and properly documented. Upon confirmation, Purchasing approves the requisition in the ERP system.

3.The Finance Department certifies the availability of funds and the accuracy of the account code(s) to be charged.

4.Once all approvals are secured in the ERP system, the requesting department is responsible for printing and sending the approved purchase order to the vendor.

#### **5.0 PURCHASES OF MORE THAN \$50,000.00**

##### **A.General Information**

1. Purchases totaling \$100,000.00 or more are governed by Chapter 252 of the Texas Local Government Code, and the City reserves the right to seek competitive bidding below the State's threshold when it is in the City's best interest. **Any purchase exceeding \$50,000.00 must be presented to the City Commission for approval** and advertised for competitive bidding in accordance with state requirements, with the Purchasing Department responsible for determining the appropriate solicitation method and distributing bid or proposal requests to vendors.
2. Once the need for competitive bidding has been identified and the City Commission has approved going out for bids, there shall be no contact by any potential vendor with any City Commission member, or City staff, other than with the Purchasing Agent.
3. The Department shall initiate the bid process by completing a Scope of Work/Service to obtain an Invitation to Bid (IFB), Request for Proposal (RFP), Request for Qualification (RFQ).
4. "Component", "Consecutive", or "Sequential" purchases to avoid the competitive bid process are prohibited. "Component Purchases" means purchases of the component parts of an item that in normal purchasing practices would be bought in one purchase. "Separate Purchases," means purchases made separately of items that in normal purchasing practices would be bought in one purchase. "Sequential Purchases" means purchases of items made over a period that in normal purchasing practices would be bought in one purchase.
5. The Purchasing Department shall assign each bid package a number or group it with other like items already included in an existing bid package. Bid package numbers shall be issued in ascending numerical sequence and shall be preceded by the fiscal year designation in a two-year format (e.g., **2025-2026-XXX**).
6. The Purchasing Department shall prepare the solicitation legal advertisement(s) and bidder mailing lists. The Purchasing Agent shall set the advertising dates and schedule the bid opening date and time. The solicitation shall be uploaded to **BidNet Direct** (<https://www.bidnetdirect.com/texas/cityofweslaco>) for both national and local advertising.
7. Once a solicitation has been issued, no potential vendor shall contact any member of the City Commission, or any City staff other than the Purchasing Agent. Any violation of this requirement may result in disqualification from solicitation.
8. Bids shall be received electronically through BidNet, where they shall remain secured until the official opening/closing date and time. Any bids or proposals submitted after the stated deadline shall be rejected as non-responsive. The BidNet system shall serve as the official timekeeper. All bid openings shall be open to the public.
9. Bid openings shall be conducted by the Purchasing Department and shall take place via Zoom, or by such other method as specified in the solicitation.
10. The Purchasing Department shall prepare a tabulation for each item or group of items following the bid opening. The Purchasing Department shall consult with the requesting Department to reach a consensus on a recommendation. Awards shall be made to the lowest

responsive and responsible bidder, or on the basis of best value, as applicable.

11. In the event an agreement cannot be reached between the Department and Purchasing, the Finance Director, Department Head, and the Purchasing Agent shall meet jointly to resolve the differences. If no conclusion is reached, the City Manager shall determine the recommendation.

12. The user Department shall prepare an agenda item request form with the staff recommendation for City Commission approval and award.

13. The Department shall submit an electronic purchase requisition in the ERP system to the Purchasing Department for processing. The requisition shall include the contract number, the City Commission award date, and supporting documentation from the City Secretary, such as the certificate of award or meeting minutes.

## **6.0 HIGH TECHNOLOGY PURCHASING PROCEDURES**

Solicitation for high technology procurements may be solicited through a request for proposal. The request for proposal shall specify the relative importance of price and other evaluation factors. High technology is defined as information processing equipment, software, telecommunications equipment, radio and microwave, electronic distributed control systems and the technical services related to such equipment.

## **7.0 ACQUISITION OF COMPUTER RELATED EQUIPMENT AND SUPPLIES**

### **A. Requests**

All requests for computer equipment, software, and related services or supplies will be reviewed by Information Technology (IT). IT will review each request for compatibility with other hardware and software and will investigate alternatives. IT recommendations and comments will include but not be limited to:

- a. Additional costs incurred because of the purchase;
- b. Compatibility considerations;
- c. Cost effectiveness of the request; and
- d. Alternatives that would effectively meet the user's needs.

### **B. Placing the Order**

After all questions have been resolved, the issuance of the purchase order request will be coordinated between the department, IT, and Purchasing. If a contract is necessary, it will be provided to purchasing for review and execution as required in section 20 of this policy. As soon as the purchase orders have been printed and received, IT will place the order

### **C. Purpose**

Handling automated information system related purchases in this manner will:

1. Standardize the type and quality of equipment in the City's inventory;
2. Help ensure that purchases are made with minimum delay and confusion;
3. Facilitate tracking of request and help expedite the purchasing process;
4. Assist IT in maintaining accurate inventories for insurance and other purposes;
5. Contribute to the most effective use of City resources.

## **8.0 PROCUREMENT OF PROFESSIONAL SERVICES**

In procuring professional services, the City must comply with two statutes: The Professional Services Procurement Act (Texas Government Code Chapter 2254) and the Texas Local Government Code Chapter 252. “Professional services” is defined in Texas Government Code Chapter 2254 as:

- Those within the scope of the practice of accounting, architecture, landscape architecture, optometry, medicine, land surveying, professional engineering, real estate appraising or professional nursing, or
- Provided in connection with the professional employment or practice of a person who is licensed or registered as an architect, optometrist, physician, surgeon, certified public accountant, land surveyor, landscape architect or professional engineer, state certified or state licensed real estate appraiser, or registered nurse.

1. Contracts for the procurement of these professional services may not be awarded on the basis of competitive bids. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

a. To ensure professional firms a fair and equal opportunity to do business with the City, and to ensure that the services of the most qualified professional are obtained, professional services are procured using the Requests for Qualifications (RFQ) process.

b. A Request for Qualification(s) must be used when:

- The work involves a construction project that is valued at \$1,000,000 or more; or
- Any portion of the work includes architectural, engineering, or land surveying services, where the total contract is valued at \$50,000 or more.

c. The City maintains a pre-qualified list of Professional Service vendors. Staff may use the Task Order Process to contract for services, issue a formal RFQ, or request to direct contract. Staff will work with the Purchasing Agent for direction on the proper process to follow for their specific needs on a case-by-case basis.

d. For the procurement of professional services (i.e. architectural, engineering, and land surveying services), the City allows Purchasing to take into consideration whether knowledge of local conditions should be part of the qualification’s determination. The amount of weight to be given is determined by Purchasing and the supporting team.

2. Task Order Process – The City maintains an on-call list of pre-qualified professional service providers such as architects, engineers, consultants, and other related disciplines, procured through a formal RFQ process. For projects that meet the threshold requiring a Task Order, the City will follow the procedures outlined in the City’s adopted Task Order Policy, as developed and maintained by the City Engineer.

## **9.0 HUB PARTICIPATION**



It is the practice of the City to seek participation in its contracts by Historically Under-Utilized business in Hidalgo County. The City of Weslaco does not certify HUB vendors. However, the City recognizes certification from the State of Texas, and the Texas Unified Certification Program. The Purchasing Division may review the certification status of any vendor registering to do business with the City. The vendor must hold a current valid certification from one of these entities to qualify as a HUB.

### **10.0 EXEMPTIONS TO COMPETITIVE PROCURMENT PROCEDURES**

Exemptions to the competitive bidding and competitive sealed proposal processes are listed in Section 252.022 of the Texas Local Government Code. A department seeking to make a purchase that may be exempt from these procurement requirements must confer with the Purchasing Division prior to proceeding.

#### **Statutory Exemptions (LGC §252.022)**

Competitive bidding and competitive sealed proposals are not required for the following procurements:

1. Procurements made because of a public calamity, when the prompt purchase of items is required to provide for the needs of the municipality's residents or to preserve municipal property.
2. Items necessary to preserve or protect the public health or safety of the municipality's residents.
3. Items necessary because of unforeseen damage to public machinery, equipment, or other property.
4. Personal or professional services.
5. Work done and paid for by the day, as the work progresses.
6. Land or right-of-way.
7. Election-related expenditures (such as election supplies and services).
8. Procurements where competitive bidding is precluded because of a contract with a federal or state agency.
9. Procurements for fuel, oil, or other utility services for a municipal utility system.
10. Purchases of software, contracts for services, or related services for information services involving highly specialized or confidential nature (e.g., data processing).
11. Exemptions expressly granted by other state laws.

### **11.0 SOLE SOURCE**

In accordance with Section 252.022 of the State of Texas Government Code, it shall be the practice of the City of Weslaco to employ a non-competitive process on a limited basis on goods and services that may only be acquired from a single source or when a specific source may be the only one to meet the City's requirements.

### **12.0 REIMBURSEMENT OF CITY EMPLOYEES FOR CERTAIN PURCHASES**

A. If approval is received from the Department director prior to purchases, reimbursement may be processed for certain goods or services.

B. Exemption:

- Travel related expenses will follow the City Travel Policy.
- C. All reimbursements are processed following the Request for Payment and must include support showing that the Department Head approved the expenditure prior to purchase.
- D. Purchase orders are not issued in a City employee's name.

### **13.0 EMERGENCY EXPENDITURES**

#### **A. Definition of Emergency Expenditures**

Emergency Expenditures are procurements made under the following circumstances as authorized by **Texas Local Government Code §252.022**:

1. When a public calamity requires the immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City (§252.022(a)(1));
2. When the procurement is necessary to preserve or protect the public health or safety of the City's residents (§252.022(a)(2)); or
3. When the procurement is necessary because of unforeseen damage to public machinery, equipment, or other property (§252.022(a)(3)).

#### **B. Suspension of Normal Procurement Procedures**

For emergency expenditures exceeding **\$3,000**, the following requirements are suspended:

1. The standard quote process;
2. The competitive bidding process outlined in Chapter 252 of the Local Government Code;
3. The requirement for City Commission approval in advance of transactions over \$50,000 (temporarily suspended until the next regular meeting).

#### **C. Procedures for Emergency Expenditures over \$3,000**

1. **Departmental Justification** – The requesting department manager shall justify the emergency to their departmental director. The director must notify the City Manager no later than the next business day. If the anticipated expenditure exceeds \$50,000, the City Manager shall be contacted immediately.
2. **City Manager Certification** – Before the purchase may proceed, the City Manager must certify that:
  - a. The expenditure qualifies under one of the categories listed in Subsection A;
  - b. The need for the expenditure was unforeseen;
  - c. The continued expeditious operation of the City requires the expenditure before City Commission approval or competitive bidding could be obtained; and
  - d. Sufficient funds are available for the expenditure.
3. **Commission Ratification** – Any purchase exceeding the City Manager's approval threshold (\$50,000) must be presented to the City Commission at the next regular meeting for ratification.
4. **Documentation** – Upon certification of the emergency, the purchase requisition shall be processed in accordance with the Purchasing Policy. Documentation must clearly state the reason for the emergency procurement and include supporting evidence.

### **14.0 GRANT FUNDED PURCHASES**

This chapter applies to all City procurements made in whole or in part with money received from

federal, state, or local grant programs. This includes grant funds that the City may receive directly as well as indirectly. Grants are administered via a written contract between the City and the granting authority.

#### **14.1 General Requirement**

1. All grant activity will be coordinated with the City's Grant Manager and adhere to the Grants Administration Policies and Procedures Policy.
2. All purchases made with grant monies will comply with the terms and conditions of the grant, as well as the City's procedures regarding all purchases. The Department applying for and using grant money is responsible for complying with grant terms and with coordinating same with the Purchasing Department.
3. The User Department is responsible for providing the Purchasing agent and Accountant a copy of all procurement requirements in the grant documents in a timely manner. Grants often require compliance with mandatory, and short time frames.
4. Federal and state grant programs may have different requirements or may overlap in their specifications. Where requirements differ between City, state, and federal law, the **most restrictive requirement will apply**.

#### **14.2 Federal Requirements**

The City will comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including §§ 200.317–200.327 and Appendix II to Part 200.:

- ☐ **§200.318 General Procurement Standards**
  - Maintain written procedures consistent with state and local law.
  - Oversight of contractors to ensure compliance with contract terms.
  - Written **standards of conduct** addressing conflicts of interest. Employees, officers, or agents may not participate in federally funded procurements if they have a real or apparent conflict of interest.
- ☐ **§200.319 Competition**
  - Procurements must be conducted with **full and open competition**.
  - Practices that restrict competition (e.g., brand-name only, unreasonable requirements, noncompetitive pricing, organizational conflicts of interest) are prohibited.
- ☐ **§200.320 Procurement Methods**
  - **Micro-purchases** ( $\leq$  micro-purchase threshold; may use P-Cards if approved procedures are in place).
  - **Small purchases** (above micro-purchase threshold up to Simplified Acquisition Threshold; requires quotes from adequate sources).
  - **Sealed bids** (firm fixed-price contracts; public solicitation; lowest responsive and responsible bidder).
  - **Competitive proposals** (when sealed bids are not feasible; based on best value).
  - **Noncompetitive procurement** (allowed only for sole source, emergencies, inadequate competition, or when expressly authorized).
- ☐ **§200.324 Cost and Price Analysis**
  - Independent cost estimate required before soliciting bids or proposals.
  - Cost or price analysis required for all procurements  $>$  Simplified Acquisition Threshold,

including modifications.

□ **§200.326 Bonding Requirements**

- For construction or facility improvement contracts exceeding the Simplified Acquisition Threshold, performance and payment bonds of 100% of contract price are required, along with a 5% bid guarantee.

□ **§200.327 Contract Provisions**

- All federally funded contracts must include applicable clauses listed in Appendix II to Part 200.

### **14.3 Additional Federal Program Rules**

- **FTA Requirements** (when applicable):
  - FTA C 5010.1E Award Management Requirements.
  - FTA C 4220.1F Third-Party Contracting Guidance.
  - Full and open competition required (49 U.S.C. §5325(k)).
- **OMB Circulars** (for cost principles and audits):
  - A-87, A-21, A-122, A-133.
- **Common Compliance Conditions:**
  - SAM.gov exclusion record check (vendor debarment review before contracts > \$50,000).
  - Buy America preference.
  - Section 3 preference (HUD projects).
  - Davis-Bacon prevailing wage rules.
  - Nondiscrimination and equal opportunity (Civil Rights Act, ADA, Fair Housing).
  - Military hiring preference.

In most cases the City's purchasing thresholds are more conservative than the Federal purchasing thresholds, however purchasing guidelines for each grant are unique and must be reviewed in advance of collecting bids, proposals, or quotes.

In all instances, the recipient Department is responsible for ensuring that specific grant requirements are complied with.

The following OMB Circulars, accessible on the internet, should be consulted as a starting point in determining what requirements may apply to a particular grant:

- Circular A-87 (cost principles for local governments)
- Circular A-21 (cost principles for agreements with education institutions)
- Circular A-122 (cost principles for agreements with non-profit institutions)
- Circular A-133 identifies important compliance requirements expected to be considered as part of any audit conducted on City activities in connection with its receipt of federal funds.

### **14.3 Additional Federal Program Rules**

- **FTA Requirements** (when applicable):
  - FTA C 5010.1E Award Management Requirements.
  - FTA C 4220.1F Third-Party Contracting Guidance.
  - Full and open competition required (49 U.S.C. §5325(k)).
- **OMB Circulars** (for cost principles and audits):

- A-87, A-21, A-122, A-133.
- **Common Compliance Conditions:**
  - SAM.gov exclusion record check (vendor debarment review before contracts > \$50,000).
  - Buy America preference.
  - Section 3 preference (HUD projects).
  - Davis-Bacon prevailing wage rules.
  - Nondiscrimination and equal opportunity (Civil Rights Act, ADA, Fair Housing).
  - Military hiring preference.

#### **14.4 Conflict of Interest**

No City employee, officer, or agent may participate in the selection, award, or administration of a federally funded contract if a conflict of interest, real or apparent, exists. This includes immediate family, partners, or organizations in which the individual has a financial interest.

#### **14.5 Documentation**

The City must maintain records sufficient to detail the history of procurement, including:

- Rationale for the method of procurement.
- Contractor selection or rejection.
- Basis for contract type and contract price.
- Cost/price analysis for procurements > Simplified Acquisition Threshold.

### **15.0 LOCAL BUSINESS PREFERENCE**

It is the policy of the City of Weslaco to use the City's spending power in a manner that promotes fiscal responsibility and maximizes the effectiveness of local tax dollars by ensuring City spending provides opportunities to City and local businesses as a measure to support the local economy. Purchases less than \$3,000 are highly encouraged to be made from local businesses whenever possible.

Pursuant to **Texas Local Government Code §271.9051**, the City of Weslaco has adopted a local preference resolution. In accordance with this statute, the City reserves the right to award a contract to a local business if:

- The bid is within **3% of the lowest bid for the purchase of real property**, or
- The bid is within **5% of the lowest bid for construction projects**.
- 

The City Manager has full discretion in considering the application of the Principal Place of Business statute and determining whether the award of a contract under local preference provisions is in the best interest of the City.

### **16.0 ORDER RECEIPT**

A. Departments will receive item(s) ordered and inspect delivery prior to acceptance when possible.

B. Departments will acknowledge that item(s) were physically received.

C. Upon receipt of goods, items shall be checked against purchase order for any discrepancy.

Any discrepancy will be addressed immediately with vendor and notice of correction sent to Finance. If none found, an invoice for payment will be forwarded to Finance.

D. All necessary documentation shall be forwarded to Finance for prompt payment. It is required by law to pay within 30 days of receipt of a correct and proper invoice.

E. If, upon inspection, the items received are unacceptable, the department must immediately notify the vendor.

## **17.0 CONTRACT RENEWAL PROCEDURES**

### **A. Terms**

Renewal terms should not exceed a total of five years including the original year. Exceptions may be made on a case-by-case basis when in the best interest of the City.

### **B. Multiple Award Contracts**

When multiple vendor awards occur, if all vendors do not agree to renew, the contract in its entirety may be rebid or just that vendor's part may be rebid.

### **C. Price Changes**

Renewal terms due to quantity changes or vendor proposed price increases shall be recommended on a case-by-case basis considering the merits of the renewal offer. No price changes will be considered in the middle of a contract year. The original contract price may not be changed by more than 25 percent.

### **D. Vendor Performance**

Vendor performance will always be a consideration when deciding whether or not to renew or rebid.

## **18.0 CHANGE ORDER/MODIFICATIONS**

### **A. General Information**

A contract modification (and/or change orders) occurs when a change to an executed contract is necessary. The modification may involve a change to quantities, specifications, terms or any number of contract requirements. Any modification to an awarded contract, regardless of sourcing method, shall be documented, reviewed and approved through a contract modification and/or change order. Contract modifications and/or individual changes orders for a cumulative total increase over \$50,000 require approval by the City Commission.

All contract change orders shall be submitted through the Purchasing Division for review and verification of contract compliance prior to further processing and approval..

When the original contract amount plus all changes is \$50,000 or less, the City Manager may approve the written change order or contract modification provided the change order or contract modification does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Commission must approve the change order or contract modification prior to

commencement of the services or work.

When the original contract amount is greater than \$50,000 (as approved by City Commission) and the change order or contract modification is less than \$50,000 the City Manager may approve the written change order or contract modification. For such contracts when the change order is greater than \$50,000, the City Commission must approve the change order prior to commencement of the services or work.

**Authorization Limit:**

| Original Contract Amount:  | Change Order: | Total Contract Amount: | Approval:       |
|----------------------------|---------------|------------------------|-----------------|
| <\$50,000                  | <\$50,000     | <\$50,000              | City Manager    |
| <\$50,000                  | <\$50,000     | >\$50,000              | City Commission |
| <\$50,000                  | >\$50,000     | >\$50,000              | City Commission |
| >\$50,000(approved by WCC) | <\$50,000     | <\$100,000             | City Manager    |
| >\$50,000(approved by WCC) | >\$50,000     | >\$100,000             | City Commission |

**B. Changes to Materials, Equipment, Supplies, Other Commodities and General Services**

A Contract amendment and/or change order, or the cumulative total of contract modification and/or change orders, cannot increase the original contract price by more than twenty-five percent (25%) except as provided under state law. Modification and/or changes in excess of twenty-five percent (25%) require re-solicitation. Contract modifications and/or change orders reducing a contract or purchase order by more than twenty-five percent (25%) require the consent of the contractor.

1. A change order request for a Contract or Purchase Order shall be provided to Purchasing from the department director approving changes.
2. A change order/modification is required if, after the contract has been executed:
  - a. Changes in specifications are necessary
  - b. It is necessary to decrease or increase the quantity of materials, equipment, or supplies to be furnished.

**C. Changes to Contracts for Professional Services.**

LGC 252.022 exempts professional services from LGC, Chapter 252.048. A change order request shall be provided to Purchasing from the department director approving the change.

1. A change order/modification is required if, after the contract has been executed:
  - a. Changes in plans, specifications or scope of work are necessary.
  - b. It is necessary to decrease or increase the scope of work to be performed.

**D. Construction Change Orders**

It is the practice of the City of Weslaco to request City Commission approval, upon recommendation for award of a contract, for the execution of any change orders. All change orders, regardless of amount or contingency, shall be brought before the City Commission for

consideration and approval.

Construction change orders require the Project Manager's approval prior to submission through the Purchasing Division. The Purchasing Division will review for contract compliance and process the change order for consideration and approval. If applicable, the project engineer or architect shall review and approve the contract modification and/or change order prior to its submission for approval by any other body, including the City Commission.

Upon City Commission approval, the contract modification and/or change order shall be signed and executed by the Mayor or his designee. A hard copy of the modification/change order will be provided to the contractor, and an executed copy shall be retained in the official Procurement file.

The original contract price may not be increased by more than 25 percent without triggering additional statutory procurement requirements. The original contract price may not be decreased by more than 25 percent without the consent of the contractor.

**E. Construction Contract** – Final Payment request and supporting documents shall be copied to Purchasing for contract close out.

1. The Final Application for Payment shall be accompanied by:
  - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by the contract.
  - b. Consent of the surety, if any, to final payment.
  - c. A list of all Claims against Owner that Contractor believes are unsettled; and
  - d. Complete and legally effective releases or waivers (Satisfactory to Owner) of all Lien rights arising out of or liens filed in connection with the work.
2. Payment bonds will remain in effect until one year, unless otherwise stated, after the date when final payment becomes due or until completion of the correction period specified in the project manual.

## **19.0 CONTRACT ADMINISTRATION**

1. The Purchasing Division is responsible for the issuance of all contracts. These responsibilities include record keeping, coordinating legal review, and ensuring execution by the City Manager or Mayor, as applicable.
2. The User Department is responsible for monitoring and documenting contractor performance and compliance. Copies of such documentation shall be provided to the Purchasing Division to ensure the Purchasing Office remains informed of all performance and compliance issues.
3. Discussions that merely involve clarification or interpretation of specifications may be addressed orally by the User Department.
4. The Purchasing Agent takes all steps related to correcting non-compliance with the contract but must consult with the City Attorney before taking any steps



toward suspension or termination of the contract unless emergency, life safety, or property damage issues require immediate temporary work stoppage. Before any letters, notices or other communication related to termination or suspension are sent to the contractor, the contents of these must be reviewed by the City Attorney as the initial steps toward potential litigation.

5. Documentation of contractor performance is often overlooked and is most important if the User Department requests suspension or termination of the contract. To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, locations, examples, etc. must be documented.
6. Contract administration duties are basic daily, weekly, and monthly activities of the Purchasing staff and must take place to ensure successful completion of the project and to ensure the City receives the goods and services for which it has contracted for.
7. The City Manager is authorized to execute contracts on behalf of the City of Weslaco when such contracts fall within the limits of the City Manager's administrative authority. Contracts exceeding \$50,000, or otherwise requiring City Commission approval under state law or City policy, must first be approved by the City Commission. Upon Commission approval, the contract shall be executed by the Mayor or the City Manager, as applicable.
8. No other City staff are authorized to sign contracts on behalf of the City.

## **20.0 APPROVALS AND AWARDS**

### **A. City Commission**

1. The City Commission shall approve and award bids and contracts that require expenditure greater than \$50,000.

### **B. City Manager and Department Director**

1. The City manager has the authority to contract for expenditures without further approval of the City Commission for all budgeted items not exceeding fifty thousand dollars (\$50,000). The Department Director has the delegated authority from the City Manager to approve items up to \$5,000 for their department.
2. The Purchasing Agent shall verify and approve all expenditures for purchase requisitions.
3. The Department Director, or their designee, shall approve all expenditures for their department.

## **21.0 PROCEDURE FOR DISPOSAL OF SURPLUS ITEMS**

1. Purchasing is responsible for assigning a disposition of all surpluses.
2. All departments shall review their assets each year and determine which items are no longer needed. A list of surplus, obsolete, or unused supplies, materials or equipment, including description, picture, make, model, and serial numbers should be forwarded to Purchasing for assignment of disposition.
3. These items may be transferred from one department to another should the need arise.
4. Purchasing may sell surplus, obsolete or unused supplies, materials or equipment in a manner that is in the best interest to the City.
5. Monies received from sale of surplus items will be returned to the appropriate City of Weslaco Funds.

## **22.0 STATE CONTRACTS & OTHER PURCHASING COOPERATIVES**

- 22.1 State Contracts - The City of Weslaco participates in the State of Texas Cooperative Purchasing Program (CO-OP). The program allows the City to make procurements through contracts established by the state with various vendors for a wide variety of products and services. Since advertising and bid procedures have already been satisfied by the State through these contracts, the City does not have to go through the advertising and bidding process when making purchases through the state program. A listing of products and services available through state contract is available from Purchasing Office or on the Texas Comptroller of Public Accounts website.
- 22.2 Other Purchasing Cooperatives - The City of Weslaco participates with several other cooperative purchasing programs. In each case, all advertising and bidding requirements have been satisfied. The City is a participating member of the following cooperatives (including but not limited to):
  - Buy Board
  - Texas DIR
  - Houston-Galveston Area Council of Governments (HGAC)
  - TCPN
- 22.3 Use of an approved cooperative purchasing contract satisfies statutory bidding requirements. However, when multiple vendors are available under a cooperative contract for the same or similar items, **departments are encouraged to obtain at least three price checks or written comparisons to document best value.**

## **23.0 ANNUAL CONTRACT**

Repetitive purchases of the same item from the same vendor may not individually exceed approval levels but, in aggregate, may surpass the threshold requiring competitive bidding. In such cases, the Purchasing Division or Department Head may establish an annual contract with a vendor or utilize a state or local cooperative purchasing contract for commonly used items (e.g., fuel, street materials, or other routine services).

When seeking City Commission approval for an annual contract, the anticipated annual expenditure amount shall be disclosed. Once the annual contract has been approved by the City Commission, authorized department representatives may make purchases directly from the vendor in accordance with the contract, provided that total purchases do not exceed the anticipated amount approved by the City Commission.

If expenditures are expected to exceed the anticipated amount, the contract shall be returned to the City Commission for further authorization before additional purchases are made.

## **24.0 PURCHASING ETHICS**

Anyone engaged in procurement for the City of Weslaco shall comply with the following ethical standards. These standards are consistent with Texas law, including the Texas Local Government Code, Chapter 171, federal grant requirements under CFR 200.318(c)(1), and the City's purchasing policy.

### **24.1 PERSONAL GAIN**

It is a breach of ethics for any employee to attempt to realize personal gain through employment with the City of Weslaco by conduct inconsistent with the proper discharge of their official duties.

### **24.2 INFLUENCE OF A PUBLIC EMPLOYEE**

It is a breach of ethics for any employee to attempt to influence any public employee of the City of Weslaco to violate the standards of ethical conduct set forth by the City.

### **24.3 PARTICIPATING IN PROCUREMENTS WITH FAMILY OR FRIENDS**

It shall be a breach of ethics for any employee of the City of Weslaco to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the

employee's immediate family, has a financial interest pertaining to the procurement; or

- Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

#### **24.4 GRATUITIES**

No elected official, City Commissioner, officer, or employee of the City of Weslaco shall solicit or accept, directly or indirectly, any wage, commission, fee, gift, favor, or payment from any vendor, contractor, or party seeking to do business with the City. Violations will subject the individual to disciplinary action, up to and including termination, and may also result in criminal penalties under state law.

#### **24.5 KICKBACKS**

It is a breach of ethics for any employee to solicit or accept any gratuity, favor, or offer of employment in connection with a City Purchase. It is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a vendor or subcontractor under a City contract to any person as an inducement for the award of a subcontract or order.

#### **24.6 PERSONAL FINANCIAL INTEREST**

All members of the City Commission, and all officers and employees of the City, must comply with Chapter 171 of the Texas Local Government Code and other state conflict of interest laws regarding financial interest in City transactions.

1. A personal financial interest includes ownership of stock or equity that exceeds ten percent (10%) of the total value of a corporation or business entity engaged in a City procurement.
2. Willful violation may constitute a Class A misdemeanor under Texas Law.
3. Employees and officials must disclose any conflict of interest and recuse themselves from the procurement process.

#### **24.7 CONFIDENTIAL INFORMATION**

It is a breach of ethics for any employee or former employee to knowingly use confidential information obtained through City employment for the actual or anticipated gain of any person.

#### **24.8 PERSONAL PURCHASES OF CITY PROPERTY**

Unless specifically approved in writing by the City Manager, no employee may purchase City property for personal use, except through the City's public auction process. Employees declaring items surplus may not purchase the same item.

#### **24.9 PRIVATE PURCHASES THROUGH CITY FACILITIES**

Employees may not use the City's purchasing power to make private purchases, nor may employees have private purchases shipped to City facilities on a C.O.D. basis.

#### **24.10 VENDOR-SPONSORED TRAVEL AND MEALS**

Travel cost related to procurement contracts must follow the City's Travel Policy. Employees must exercise good judgement regarding vendor-supplied meals, which should generally be avoided. Promotional items of nominal value (e.g. pens, notepads, calendars) may be accepted if they do not create an appearance of impropriety.

#### **24.11 DISCLOSURE OF INTERESTED PARTIES**

In accordance with section 2252.908 of the Texas Government Code, The City of Weslaco may not enter into a contract with a business entity that requires the approval of the City Commission until that business entity files a Form 1295 with the Texas Ethics Commission through the Texas Ethic Commission online reporting, and then files the completed, signed, and notarized Form 1295 with the City of Weslaco Purchasing Agent.

#### **24.12 PROHIBITED CONTACT**

Once the City Commission has approved going out for bids on a procurement, there shall be no contact by any potential vendor/bidder with any member of the City Commission or with any City staff, other than with the Purchasing Agent in the normal course of the bidding process.

### **25.0 MISCELLANEOUS**

#### **25.1 TAX EXEMPT STATUS**

The City of Weslaco is exempt from federal, state, and local sales taxes, except in specific cases such as hotel and motel occupancy taxes. A Texas Sales and Use Tax Exemption Certificate may be provided to vendors as proof of exemption. The City of Weslaco's Texas Taxpayer Identification Number is **17460025442**.

### Exhibit C – Unauthorized Use of the Purchasing Card and Consequences

The following matrix provides guidance on common types of unauthorized use of the City of Weslaco Purchasing Card. This list is not exhaustive. Other violations may apply, and consequences will be determined by Finance, the Department Director, and/or the City Manager in accordance with City policies and procedures.

| Unauthorized Use               | Examples                                                                                          | Possible Consequences                                                                                            |
|--------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Personal Expenses              | Using the card for groceries, clothing, entertainment, or other personal items                    | Immediate reimbursement to the City; written warning; revocation of card privileges                              |
| Split Purchases                | Dividing a purchase into multiple transactions to stay under the \$1,000 transaction limit        | Reimbursement; revocation of card; disciplinary action                                                           |
| Exceeding Limits               | Making a purchase above the cardholder's single purchase or monthly limit without authorization   | Reimbursement; suspension of card; possible revocation                                                           |
| Prohibited Purchases           | Alcohol, gift cards, celebratory meals not authorized, or technology assets outside policy        | Reimbursement; revocation of card; referral for disciplinary action                                              |
| Missing or Inadequate Receipts | Failure to provide original, itemized receipts; repeated use of Missing Receipt Forms             | Written warning; suspension of card until documentation is corrected; potential revocation for repeated offenses |
| Fraud/Misrepresentation        | Knowingly falsifying receipts, altering documentation, or using the card for unauthorized vendors | Immediate suspension; reimbursement; termination of employment; possible referral to law enforcement             |



# **PURCHASING CARD POLICY AND PROCEDURES**

Revised October 2025

# PURCHASING CARD POLICY AND PROCEDURES

## 1. PURPOSE

To establish policies and procedures for procuring goods and/or services using a Purchasing Card. The Purchasing Card program is designed to streamline the purchasing and accounts payable process by reducing paperwork generated by small dollar, high volume transactions, providing immediate access to goods and/or services, and facilitating quick payment to vendors. All Purchasing Card (P-Card) purchases must be made in compliance with statutory and City Charter requirements for public procurement.

This policy includes procedures for the following:

- Establishing Purchasing Limits
- Establishing Allowable/Prohibited Purchases
- Security
- Charge Transaction Declines
- Merchandise Returns
- Monthly Statements and Reports
- Reconciliation
- Payment Processing
- Records Management

## 2. SCOPE

This policy applies to all City of Weslaco departments and employees. All Purchasing Cards shall be governed by this policy and used in a manner that complies with State Law and the City of Weslaco policy regulating the procurement of goods and services.

## 3. POLICY

Employees who use Purchasing Cards to perform official City business will adhere to policies as provided.

## 4. DEFINITIONS

A. Purchasing Card – The Purchasing Card is a commercial credit card for small dollar purchases of goods and/or services necessary for official city business. The Purchasing Card may be issued to a permanent employee for purchases by the designated employee only.

---



B. Purchasing Card Program Administrator – An employee in the Finance Department who serves as the primary point of contact between the City of Weslaco and the issuing bank. The Administrator is responsible for general oversight and administration of the Purchasing Card Program, including monitoring usage and enforcing program restrictions.

C. Purchasing Cardholders – Only Department Directors, select assistants, and other employees specifically designated by the Department Director may be issued a Purchasing Card in their name. Purchasing Cards will not be broadly issued to all staff. Cardholders, and/or their designee, are responsible for the proper use, administration, and control of their assigned card in compliance with City policy.

D. Checkout Cards (Finance Department) - The Finance Department maintains a limited number of Purchasing Cards available for temporary check-out. These cards are intended for occasional or specialized purchases where issuance of an individual card is not warranted. The Finance Department is responsible for the oversight and management of checkout cards, and employees using them must comply with all policies and procedures governing Purchasing Card use.

E. Bank – The financial institution selected by the City to administer and provide services under the Purchasing Card Program.

## **5. RESPONSIBILITIES**

### **A. Finance Director / Program Administrator**

The Finance Director (or designee) serves as the Purchasing Card Program Administrator and is responsible for developing policies and procedures in compliance with State law and for the overall administration of the program, including the following:

- Serve as primary contact with the issuing bank for the Purchasing Card Program.
- Serve as primary contact with cardholders and/or their designated administrators.
- Approve and process applications for the issuance of Purchasing Cards in compliance with policy.
- Establish guidelines for allowable transactions and cumulative dollar limits for Purchasing Cards.
- Process changes to cardholder limits and restrictions as authorized by Department Directors.
- Maintain a current list of cardholders, card numbers, and assigned limits.
- Coordinate training on Purchasing Card usage.
- Maintain and update Purchasing Card Program guidelines.
- Cancel or suspend cards as requested by Department Directors or as deemed necessary by the Program Administrator.
- Review transactions to verify compliance with purchasing thresholds and to identify opportunities for efficiency.
- Exercise final authority over card issuance, control, and cancellation. Cards may be revoked at any time for cause or without cause at the discretion of the Finance Director.
- Adjust spending limits at the Finance Director's discretion to accommodate emergency purchases.

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

- Cancel Purchasing Cards if and when cardholders fail to adhere to policies and procedures.
- Review transactions regularly to ensure the proper and responsible use of City funds.

### B. Finance Department

- Review monthly billing statements from the bank and supporting documentation from departments to ensure timely payment of all indebtedness.
- Process the general ledger interface for monthly Purchasing Card purchases and coordinate any system updates needed for the City's financial system.
- Review or perform necessary accounting transactions to reconcile departmental charges and ensure the reconciliation account zeros out monthly.
- Conduct random audits of Purchasing Card transactions to ensure departmental compliance with State law and City policies.

### C. Department Directors and Administrative Designees

- Recommend which employees should receive a Purchasing Card, including proposed transaction and monthly limits, subject to final approval by the Program Administrator.
- Timely approve all departmental transactions for processing by Finance.
- Recommend suspension or cancellation of a card, as needed.
- Enforce compliance with submission requirements for receipts and reconciliations.
- Notify Finance immediately to cancel card privileges when an employee is terminated or changes positions, and ensure collection of the card.
- Verify the accuracy of Purchasing Card applications or changes prior to submission.
- Monitor purchases made by Cardholders.
- Review and approve receipts.
- Maintain a system for organizing receipts and reconciling them to the monthly statement for each cardholder under their supervision.

### D. Designated Cardholders

- Read and sign a Cardholder Agreement (Exhibit A) prior to being issued a Purchasing Card.
- Keep the Purchasing Card in their possession and never allow another person to use it.
- Assume full responsibility for all purchases made with the card, ensuring that no unauthorized purchases are made. Unauthorized purchases may be considered misappropriation of City funds.
- Ensure that goods and services purchased are received.
- Maintain card information securely at all times.
- Inform vendors of the City's tax-exempt status; **cardholders will be personally responsible for reimbursing the City for any sales tax incurred.**
- Retain receipts and update transactions on a weekly basis. Cardholders may be held personally responsible for undocumented purchases.
- Immediately report lost or stolen cards to the bank and to Finance.
- Make reasonable efforts to resolve disputed charges with the vendor and escalate unresolved disputes to their Department Director and Finance.

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

### E. Checkout Cards (Maintained by Finance Department)

The Finance Department maintains a limited number of Purchasing Cards available for short-term check-out. These cards are not issued to departments or individuals but are intended for temporary use when an individual card is not warranted. Guidelines include:

- Finance will oversee the check-out and return of these cards.
- An approved checkout form must be completed; the individual using the card must sign it in and out and acknowledge responsibility.
- Checkout cards must be returned within 24 hours. They are not intended for overnight travel or recurring expenses.
- **Exception:** In cases of authorized emergency response or deployment (e.g., Fire Department mobilizations), checkout cards may be issued for the duration of the deployment with Department Director and Finance approval. All receipts must be submitted to Finance immediately upon return from deployment.
- Extended use of checkout cards is not permitted.
- Receipts must be submitted to Finance upon return of the card.

## 6. PROCEDURES

### A. Purchasing Limits

Each Department Director may recommend transaction and monthly limits for individual Purchasing Cards, subject to approval by the Purchasing Card Program Administrator (Finance Director). The maximum amount of a single purchase of supplies or materials is \$1,000, and for most Department Directors the monthly maximum will be \$5,000. Limits may vary depending on operational needs, but all must comply with State law and City policy. The Program Administrator retains final authority to approve, reduce, increase, or revoke limits, and may temporarily adjust spending limits to accommodate emergency purchases.

**Exemption:** The \$1,000 single purchase limit does not apply to expenses related to **travel, training, lodging, registration fees, hotel accommodations, or airfare** when incurred for official City business. These categories are subject to applicable Travel Policy requirements and must remain within the cardholder's assigned monthly limit.

B. Purchases Allowed with the Purchasing Card – Purchasing Cards may be used to purchase any item and/or service for immediate use that is not prohibited by law, this policy, or other policies approved by City Commission. The total purchase with the Purchasing Card must not exceed the limits established for that card. All other City purchasing policies remain in effect, and Purchasing Cards may not be used to circumvent them.

- Single vendor purchases less than \$1,000
- One-day events are defined as a conference, meeting, training or seminar within a 60-mile radius that does not require an overnight stay. One-day events are not incorporated in the travel policy and will follow the P-Card guidelines as referenced herein.
  - A mid-day meal may be allowed at a not-to-exceed amount of \$20.00 per person.

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

### C. Purchases *Prohibited* with the Purchasing Card

Purchasing Cards are intended primarily for **travel, training, conferences, and small-dollar purchases** needed for immediate use. While they may be used broadly within those categories, the following restrictions apply:

- Travel - expenses using the P-Card must align to the City's Travel Policy.
    - P-Cards should not be used for defined travel meals our Travel Policy requires per-diem be filed in advance.
    - If there is a special cause for meals to be purchased with the P-Card, prior authorization by City Manager or Assistant City Manager is required. Documentation of this authorization must be submitted with the P-Card receipts/expense report.
    - To avoid duplication of payment for services the Supervisor is required to reconcile the requested travel-related expenses, (including per-diem if authorized), with P-Card transactions and cash advancements through accounts payable.
  - Personal expenditures
  - Cash advances, refunds, gift cards/certificates
  - Celebratory food and/or supply purchases, such as birthday, welcome and holiday meals. *Exception:*
    - *Work through meals*
    - *Guest functions*
    - *Retirement meals, food and supplies approved by the City Manager or his designee*
  - Recurring staff meeting snacks, meals (i.e., breakfast tacos, doughnuts).
  - Tipping and Gratuities – Tipping with the City's Purchasing Card is not permitted, except when it is a required or customary charge (such as meals during approved travel, catering for official City functions, or delivery services where a gratuity is automatically applied). In such cases, the tip must be reasonable and not exceed 20% of the pre-tax total, and the expense must be supported by an original itemized receipt. Any unauthorized gratuities are considered personal expenses and must be reimbursed to the City by the cardholder.
  - Transaction amounts greater than Cardholder's transaction limit, unless prior approval from Finance is received.
  - Single vendor purchases of \$1,000 or more, unless prior approval from Finance is received.
  - Sales tax, except in cases where State law does not exempt local governments, ex: Hotel Tax. If tax is included, **the cardholder will be responsible for reimbursing the tax amount to the City.**
  - Purchases that exceed the City's policy for purchases of equipment of any type.
  - Weapons, Firearms, Ammunition
  - Animals
  - Consulting services
- 
- Inventoried assets or controllable inventory, this includes technology purchases such as tablets, computers, phones and software. These purchases should be coordinated with IT and follow the purchase order process.

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

- Prescription drugs or over the counter medications/drugs
- Purchases involving equipment trade-in
- Entertainment of any kind, including the purchase of alcohol or patronage of drinking establishments unless by law enforcement personnel for covert operations
- Purchases of items/services under contract, unless purchasing from the contracted vendor or an emergency exception is granted
- Separate, sequential, and component purchases or transactions made with the intent to circumvent State law or City policy including:
  - Multiple, sequential purchases of less than \$1,000 from a single vendor for similar purchases adding up to more than \$1,000.
  - Purchases that are split to stay within card transaction limits.
- Other purchases specifically excluded in other City policies or by law.
- The City Manager, at his discretion is afforded latitude as it relates to this section. At times, items that fall within the categories above may be best acquired through a P-Card. Therefore, the City Manager or his designee may exercise such discretion as long as the purchasing does not violate our ethics policy or any other pertinent statute.

*Note: The items listed above are intended to guide employees in selecting the appropriate form for processing payments and orders. They are not an exhaustive list of restrictions and may be updated without notice. Employees should consult the Finance Department to confirm proper expenditure of City funds.*

D. Security – Because the Purchasing Card is issued in an employee's name, the cardholder is personally responsible for the security of the card and for all transactions made with it. The card must be safeguarded at all times and treated with the same level of care as a personal credit card.

- Your card should be carried with you or kept in a secure location.
- Know where your card is at all times.
- Do not share your card with anyone.
- Secure your card number. Do not write your card number on outgoing email or faxed orders. Instruct the supplier to call for the credit card information and do not keep credit card numbers on file with suppliers.
- Make sure security is in place before making any Internet orders.
- Guard your personal information. Do not provide any non-essential information on-line.

E. Supporting Documentation for Card Purchases – **Every Purchasing Card transaction must be supported by an original itemized receipt or a legible copy.** If credit is issued, documentation relating to the original transaction must also be provided. In cases where a receipt is lost, the cardholder is responsible for obtaining a duplicate copy from the vendor. Any fees charged by the vendor to provide a duplicate receipt will be charged to the cardholder's department budget.

F. If a duplicate cannot be obtained, the cardholder must complete a Missing Receipt Form (Exhibit B) with justification for the expense. The form must be signed by the Department Director and submitted with the monthly reconciliation packet. Excessive use of Missing Receipt Forms or repeated failure to provide receipts may result in suspension or revocation of Purchasing Card privileges.

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

G. Declined Transactions – If a Vendor receives a “Decline” response from the Bank after attempting to put through a Purchasing Card transaction, Cardholders should contact the Purchasing Card Administrator to determine the cause for decline. The following information will be needed for resolution:

Account number  
Business where decline occurred  
Total transaction amount of the decline  
Date the decline occurred

H. Using the Card – A need for an item and/or service is established when it is not readily available through a City contract. In making a purchase, the Cardholder must abide by the following rules:

- The Cardholder must ensure that the item or service purchased is not restricted under paragraph 6.C.
- In purchasing an item or service, the Cardholder must ensure that sales tax is not included in the purchase price before issuing payment with the Purchasing Card.
- The Cardholder must retain the purchase receipt.

I. Purchasing Return – The Cardholder is responsible for obtaining a credit memo from the Vendor when merchandise is purchased with the Card is later returned to the Vendor for any reason. The credit memo must be kept with the sales receipt.

J. Sales Tax

As a tax-exempt government agency, the City does not pay sales tax. There is exception in cases where State law does not exempt local governments from sales tax. Cardholders will be provided a copy of the City’s tax exemption certificate. Cardholders are then responsible for ensuring that the merchant does not include sales tax in the transaction. If tax is included, the cardholder will be responsible for correcting the charge or reimbursing the tax amount to the City.

K. Monthly Bank Statements and Expense Reports – Each month, the cardholder will reconcile all transactions and assign the correct account to be charged for each purchase. Failure to meet timely submission requirements will result in suspension or cancellation of purchasing card privileges, as authorized by this policy. The Finance Department receives a consolidated monthly statement with all departmental charges and will reconcile cardholder reports against the monthly payment made by Automated Clearing House (ACH).

- Cardholders must assign the correct account code to each transaction, and supervisors must review and approve the reconciled statement. These steps must be completed **no later than 20 days** after the close of the statement date. Finance staff will notify cardholders and supervisors of upcoming deadlines and any missing approvals.
- If the purchasing card reconciliation is not received in the Finance Office by the 25<sup>th</sup> of each month (or the following Monday, if the 25<sup>th</sup> falls on a weekend), the cardholder’s purchasing card privileges will be suspended. Purchasing card privileges will only be reinstated once the completed reconciliation has been

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

received and approved by Finance.

### L. Records Management –

- **Submitting Statement**

The cardholder's billing cycle ends on the last business day of each month. Upon completion of the billing cycle, the cardholder is required to complete the following steps:

- **Statement Review Process**

1. Each month, the cardholder will receive a paper statement identifying all transactions made with the purchasing card during the billing cycle. Online statements are available upon request or in the event the paper statement is not received by mail.
2. Purchasing Card Reconciliations including the following:
  - **Excel Expense Report Template** – Cardholders must use the City's Excel reconciliation template to record all transactions.
  - **Receipts** – All original, itemized receipts must be attached to the Excel report. Each transaction on the report must be supported by a corresponding receipt.
  - **Submission** – The completed Excel reconciliation and all receipts must be submitted to the Finance Department each month by the required deadline.
- The cardholder or their administrative designee must keep receipts and the monthly expense report in a secure, designated file location. Departments should also retain a copy of the reconciled statement for their records.

M. Lost or Stolen Purchasing Cards – When it is determined that a Purchasing Card has been lost or stolen, **IT IS IMPERATIVE TO FIRST CANCEL THE CARD WITH THE BANK BY CALLING THE BANK'S TOLL-FREE NUMBER.** In addition, the Cardholder must also notify the Purchasing Card Program Administrator of the loss. The City is liable for all charges until the card is reported lost or stolen. **Thus, the Cardholder may be responsible for all charges made against the Purchasing Card from the time it is lost or stolen until the time the Bank is notified, if the Cardholder fails to immediately notify the Bank upon discovering the loss or fails to discover the loss within a reasonable amount of time.**

N. Request for Issue of a Purchasing Card or Making Changes to Existing Accounts – To request a new purchasing card, the cardholder must first read and sign a Purchasing Card Cardholder Agreement. Requests to make changes to an existing purchasing card account may be submitted by email to the Finance Department, with a copy to the appropriate Department Director.

---

O. Unauthorized Use of the Purchasing Card – Any purchases that the Purchasing Card Program Administrator and/or Finance staff deems prohibited as defined in paragraph 6C will be

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

sent back to the Cardholder for justification and/or explanation. If any prohibited charges appear the following may occur:

Purchasing/Finance staff will investigate all circumstances surrounding alleged misuse of the Purchasing Card and in cases where there is evidence of a procedure or policy violation; refer that information to the appropriate authority for investigations and/or disciplinary action.

The employee may be required to reimburse the City of Weslaco for any unauthorized charges.

Termination of employment and forfeiture of the Purchasing Card are potential disciplinary actions for improper use of the card.

In those cases where there is evidence of negligent use of the Purchasing Card, but no fraudulent acts have been committed, the Cardholder will be required to surrender the Purchasing Card with all further privileges revoked.

Any employee having knowledge of violations to this procedure or any other procedure or policy governing the use of the Purchasing Card must immediately report such activity to the Purchasing Card Program Administrator.

The Purchasing Card may be suspended or permanently terminated if a cardholder is suspected of fraud, theft, or other misuse of City funds. If the suspicion is substantiated, appropriate disciplinary or legal action will be taken in accordance with existing City policies and procedures.

P. Disputed Items – Disputes, if possible, should be resolved promptly between the Cardholder and the Vendor. Cardholders should raise disputes immediately. As failure to do so will result in an authorized purchase that the department is responsible for paying even though the charge is incorrect. If the dispute cannot be resolved within 10 days, the Cardholder should notify the Purchasing Card Program Administrator. A charge should not be disputed on the current statement if it was returned for credit after the billing cycle is closed. The credit should be reported on the next statement with a notation being made on the current statement that there is a disputed charge and expected credit.

Q. Termination Clause – The Purchasing Card is issued to an employee for the City's convenience and may be terminated at any time by Finance. Purchasing Card privileges may be cancelled for non-compliance with City policies and procedures. Transfer, resignation, or terminations of employment are grounds for cancellation of the Purchasing Card.

It is important to cancel a card immediately upon an employee's separation from employment. The Bank or the Credit Card Recovery Program will not cover any charges incurred between the employee's termination date and the date the card is cancelled. The department will be responsible for payment of charges incurred by an employee no longer working in that department, if a delay in canceling privileges resulted of the department's actions.

---



## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

By this policy, the City of Weslaco City Commission authorizes the use of City provided purchasing cards. The purpose of the purchasing cards is to provide the City with an efficient and controllable method of making small dollar, high volume commodity and service purchases. This card policy is not intended to replace, but rather supplement existing purchasing and other City policies

I understand and accept the responsibility to access and read the policy and procedures, and to abide by the contents. I further understand to direct any questions I may have to the Finance Director.

I verify that I have read the Purchasing Card Policy and Procedures.

Accepted by:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dept.: \_\_\_\_\_



# PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

Purchasing Card Program Administrator Signature

## EXHIBIT B



### Procurement Card Missing Receipt Form

#### Cardholder Information

Name on P-Card: \_\_\_\_\_ P-Card #: xxxx-xxxx-xx \_\_\_\_\_

#### Transaction Information

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Representative and Phone #: \_\_\_\_\_

Transaction Date: \_\_\_\_\_ Transaction Amount: \$ \_\_\_\_\_

Food Purchased / Business Meal: ☐ No ☐ Yes (Food Purchase Information form required)

Sales Tax Paid: ☐ No ☐ Yes: Amount \$ \_\_\_\_\_

Tip included: ☐ No ☐ Yes: Amount \$ \_\_\_\_\_

Alcohol served: ☐ No ☐ Yes: Designated Funding Account: \_\_\_\_\_

#### Itemized Transaction Description (include each item, quantity and price)

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Please attach an additional page if needed.

#### Certification

I certify that the above stated information is accurate and the charge was made during while conducting official business for City of Weslaco. *I also certify that every attempt was made to obtain the itemized receipt prior to use of this form.*

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This form will now be used as the itemized receipt for this transaction. Submit this form with your monthly p-card documentation and appropriate signatures. If you have any questions, please contact Finance Department.*

## PURCHASING CARD POLICY AND PROCEDURES

Revised October 2025

### Exhibit C – Unauthorized Use of the Purchasing Card and Consequences

The following matrix provides guidance on common types of unauthorized use of the City of Weslaco Purchasing Card. This list is not exhaustive. Other violations may apply, and consequences will be determined by Finance, the Department Director, and/or the City Manager in accordance with City policies and procedures.

| Unauthorized Use               | Examples                                                                                          | Possible Consequences                                                                                            |
|--------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Personal Expenses              | Using the card for groceries, clothing, entertainment, or other personal items                    | Immediate reimbursement to the City; written warning; revocation of card privileges                              |
| Split Purchases                | Dividing a purchase into multiple transactions to stay under the \$1,000 transaction limit        | Reimbursement; revocation of card; disciplinary action                                                           |
| Exceeding Limits               | Making a purchase above the cardholder's single purchase or monthly limit without authorization   | Reimbursement; suspension of card; possible revocation                                                           |
| Prohibited Purchases           | Alcohol, gift cards, celebratory meals not authorized, or technology assets outside policy        | Reimbursement; revocation of card; referral for disciplinary action                                              |
| Missing or Inadequate Receipts | Failure to provide original, itemized receipts; repeated use of Missing Receipt Forms             | Written warning; suspension of card until documentation is corrected; potential revocation for repeated offenses |
| Fraud/Misrepresentation        | Knowingly falsifying receipts, altering documentation, or using the card for unauthorized vendors | Immediate suspension; reimbursement; termination of employment; possible referral to law enforcement             |

RESOLUTION NO. 2025-65

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, ADOPTING A LOCAL PREFERENCE POLICY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §271.9051; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Weslaco seeks to promote economic development and support local businesses that contribute to the community's growth and vitality; and

**WHEREAS**, Texas Local Government Code §271.9051 authorizes municipalities to grant a preference to local businesses in awarding certain contracts, provided that a resolution is adopted by the governing body; and

**WHEREAS**, the City Commission of Weslaco desires to establish a local preference in procurement activities, while ensuring fair competition and best value for the City.

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

1. **Adoption of Local Preference.** Pursuant to Texas Local Government Code §271.9051, the City of Weslaco hereby adopts a local preference in awarding contracts for goods and services.
2. **Application of Preference.**
  - a. If a local business submits a bid that is within **five percent (5%)** of the lowest responsible non-local bid, the City may award the contract to the local business if the governing body determines that the local business offers the best value to the City.
  - b. For purposes of this Resolution, a "local business" is defined as a business with its principal place of business within the City of Weslaco city limits, or a business that maintains a significant employment presence within the City.
3. **Limitations.**
  - a. This local preference shall not apply where prohibited by state or federal law, including but not limited to purchases involving federal or state grant funds.
  - b. Nothing in this Resolution shall require the City to award a contract to a local business if such award is not in the City's best interest.
4. **Administration.** The City Manager, Finance Director, and Purchasing Department are authorized to implement this Resolution and apply the local preference in accordance with applicable law and City procurement policies.
5. **Effective Date.** This Resolution shall become effective immediately upon passage and approval.

**PASSED AND APPROVED** by the City Commission of the City of Weslaco, Texas, on this 8th day of October, 2025  
**CITY OF WESLACO**

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**

**APPROVED AS TO FORM:**

---

Benjamin Castillo, **INTERIM CITY ATTORNEY**



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                       |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1040 |  |
| <b>From:</b><br>David Arce                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to award RFP No. 2024-25-42 for a Route Management System for Solid Waste Operations to Waste Innovations Systems, Inc. (Staffed by Public Works Department.)                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Background:</b><br><br>The City issued a Request for Proposals (RFP) for routing services through BidNet. Three proposals were received from: <ul style="list-style-type: none"> <li>• Waste Innovations Inc. (WIS)</li> <li>• Can Am</li> <li>• Universus</li> </ul> As outlined in the RFP, staff conducted an evaluation and invited all three firms to provide an online demonstration of their systems and capabilities. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                          | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| David Arce<br>David Arce<br>Rosalinda Cavazos<br>OMAR RODRIGUEZ                                                                                                                                                                                                                                                                                                                                                                  |                 | Created/Initiated<br>Approved<br>New                         |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends awarding the RFP for routing services to Waste Innovations Inc.                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Memo 2026 Award RFP for Routing Services, City of Weslaco - WIS Pricing Agreement 09-18-2025                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |



# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

Date: October 8, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: Award RFP for Routing Services Solid Waste Department

Cc: Xavier Salinas, Asst. City Manager  
Omar Rodriguez, Interim Asst. City Manager  
Rosie Cavazos, Finance Director

---

The Public Works Department, with the assistance of the Purchasing Department, solicited proposals for routing services to enhance the efficiency of Solid Waste operations. We are requesting authorization from the City Commission to award the RFP for routing services.

## **Background:**

The City issued a Request for Proposals (RFP) for routing services through BidNet. Three proposals were received from:

- Waste Innovations Inc. (WIS)
- Can Am
- Universus

As outlined in the RFP, staff conducted an evaluation and invited all three firms to provide an online demonstration of their systems and capabilities.

## **Evaluation:**

Following review of the written proposals and the online presentations, Waste Innovations Inc. (WIS) clearly distinguished itself as the most qualified vendor, providing the most comprehensive and cost-effective routing solution for the City's operational needs.

WIS's solution will integrate **residential, commercial, roll-off, and brush collection trucks** into one platform, enhancing route optimization, tracking, and reporting.



Another added benefit of the WIS system is the text notification feature. If customer accounts contain an active phone number, staff will be able to send targeted text alerts directly to residents about service-related issues such as delays, weather impacts, or route changes. While the City currently has other systems to communicate with the public, this feature provides a more proactive and route-specific communication tool that will help keep residents informed and improve customer service.

Key features of the recommended solution include:

- Route optimization and real-time tracking for all solid waste operations
- Comprehensive reporting and performance metrics
- Full integration of residential, commercial, roll-off, and brush trucks
- Route-specific text messaging to residents for delays, weather impacts, or service issues

**Financial Impact:**

- Initial Setup Cost: Approximately \$39,850
- Recurring Monthly Fee: \$4,605 plus text messaging fees (usage-based)
- Contract Terms: Services will be month-to-month, with no long-term contract commitment

**Recommendation:**

Staff recommend awarding the RFP for routing services to Waste Innovations Inc.

## City of Weslaco -WIS Pricing Agreement



Waste Innovations Systems, Inc.  
1606 Headway Circle Austin, TX, 78754 US

| WIS Modules                                   | No Required | Service charge / month | Notes                               | Total                                    |
|-----------------------------------------------|-------------|------------------------|-------------------------------------|------------------------------------------|
| Roll Off Management System                    | 2           | 50                     | per truck, base price of 150        | 250                                      |
|                                               |             |                        |                                     | <hr/>                                    |
| <b>Connect Products</b>                       |             |                        |                                     |                                          |
| External API connections                      |             | 250                    | per API month                       | 0                                        |
| Internal API requests                         |             | 250                    | per API month                       | 0                                        |
| Database access for advance reports           | 1           | 550                    | per month                           | 550                                      |
| Mapping/Address Usage Google                  | usage       | pass through cost      |                                     | 0                                        |
| <b>App Products</b>                           |             |                        |                                     |                                          |
| Cart Delivery APP                             | 0           | 55                     | per APP used per month.             | 0                                        |
| Navigation APP ASL FEL and Grapple            | 17          | 95                     | per truck per month                 | 1615                                     |
| Roll Off                                      | 2           | 55                     | per APP used per month              | 110                                      |
| Customer APP                                  | 0           | 0.03                   | per active apps - base price of 200 | 0                                        |
| Camera Service Verification                   | 13          | 120                    | per truck per month                 | 1560                                     |
| Camera Contamination                          | 0           | 40                     | per truck per month                 | 520                                      |
|                                               |             |                        |                                     | *120pm if not using service verification |
| <b>Total Recurring Monthly fee</b>            |             |                        |                                     | <hr/>                                    |
|                                               |             |                        |                                     | 4605                                     |
|                                               |             |                        |                                     | <hr/>                                    |
| One-Time Costs                                | Units       | Rate                   | Notes                               | Total                                    |
| Software Implementation & Setup               | 1           | 1000                   |                                     | 1000                                     |
| DX4 In Cab Computer                           | 19          | 675                    |                                     | 12825                                    |
| Installation Cost per visit                   | 1           | 1000                   |                                     | 1000                                     |
| Camera Service Verification Sideload and FEL  | 13          | 250                    |                                     | 3250                                     |
| Camera Service Verification Camera Rearloader | 0           | 500                    |                                     | 0                                        |
| Camera Service Verification Computer/DVR      | 13          | 1675                   |                                     | 21775                                    |
| <b>Total One Time Costs</b>                   |             |                        |                                     | <hr/>                                    |
|                                               |             |                        |                                     | 39850                                    |
|                                               |             |                        |                                     | <hr/>                                    |
| <b>First Payment</b>                          |             |                        |                                     | <hr/>                                    |
|                                               |             |                        |                                     | 44455                                    |
|                                               |             |                        |                                     | <hr/>                                    |

**Terms:**

Prices quoted are valid for 90 days and are in USD

Payment terms, end of month from the date of the invoice. Greater than end of month incurs a 8.5% charge of total recurring charges

Monthly Purchase order number requesting 150 per request

US Bureau of Labour Statistics CPI + 1% increases can be applied annually on the 1st of January.

Price changes works as follows

- Recurring fees begin at signature date

- New Products charged from when they are used/setup

- Increases or decreases in customer volume based charges are adjusted yearly and take affect from the 1st of January. Increases or decreases that exceed 1,000 domestic customers or 200 commercial will take affect from the next billed month

- Extra App/Trucks/APIs are charged from the next billed month from when they are active. Removed when deactivated

**Customer Information**

Billing Name: City of Weslaco

WIS Waste Innovation Systems, Inc.

Billing Address:

Accounts Payable email:

Implementation Point of Contact Name:

Email:

Phone:

Signee Name:

Signee Name:

Signature:

Date:

Signature:

Date:



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1226 |  |
| <b>From:</b><br>David Arce                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and approval to proceed with an overlay project on East Pike Street from Texas Avenue to Nevada Avenue to not exceed \$265,123 to include the asphalt, oil, and the pavement markings. (Staffed by Public Works Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Background:</b><br>The Public Works Department is requesting approval to proceed with paving East Pike Street from Texas Avenue to Nevada Avenue. This section has been awaiting roadway improvements until completion of underground utility projects. In 2024, the City completed the water line replacement, and in 2025, the sewer line pipe bursting and manhole rehabilitation were finalized with CDBG funding. With these infrastructure upgrades now complete, Public Works is ready to move forward with the roadway overlay. Staff will coordinate with the contractor to ensure manholes are leveled evenly during the paving process. Following the overlay, the roadway will be striped to restore a safe and well-marked driving surface for the community. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| David Arce<br>David Arce<br>Rosalinda Cavazos<br>OMAR RODRIGUEZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 | Created/Initiated<br>Approved<br>New                         |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval to proceed with the paving of East Pike Street from Texas Avenue to Nevada Avenue. \$265,122.85                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Memo 2026 Approval for East Pike Overlay, PIKE BLVD ESTIMATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



Adrian Gonzalez, Mayor  
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large  
Pete Garcia, Jr. Commissioner At-large  
Josh Pedraza, Commissioner, District 1  
Letty Lopez, Commissioner, District 2  
Jose "JP" Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner District 4

Xavier Salinas, Assistant City Manager  
Omar Rodriguez, Interim Assistant City Manager

Date: October 8, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: Award RFP for Routing Services Solid Waste Department

Cc: Xavier Salinas, Asst. City Manager  
Omar Rodriguez, Interim Asst. City Manager  
Rosie Cavazos, Finance Director

---

The Public Works Department is requesting approval to proceed with paving **East Pike Street from Texas Avenue to Nevada Avenue**, including **minor work on adjacent side streets approaching Pike** (e.g., Illinois, Iowa, Kansas) as determined necessary by staff.

This project includes **hot mix, oil, and striping**, with a total budget of **\$265,122.85**. The paving has been coordinated with prior utility improvements. In 2024, the City completed the water line replacement, and in 2025, the sewer line pipe bursting and manhole rehabilitation were finalized with CDBG funding.

Public Works staff will work side-by-side with the contractor to ensure manholes are properly leveled during paving. Once the overlay is complete, the roadway and any necessary side streets will be striped to provide a safe, smooth, and clearly marked driving surface.

## **Recommendation:**

Staff recommends approval to proceed with paving **East Pike Street**, including minor work on adjacent side streets approaching Pike, for a total budget of **\$265,122.85**.

Estimated Re-Construction / Overlay Cost  
**PIKE BLVD: TEXAS BLVD. - NEVADA AVE**

|                                    |                                       | Quantity | Unit | Unit Cost       | Cost                 |
|------------------------------------|---------------------------------------|----------|------|-----------------|----------------------|
| INHOUSE (COST) STREET IMPROVEMENTS |                                       |          |      | TYPE OF REPAIR: | OVERLAY              |
| 1                                  | HOT MIX                               | 2,561    | TN   | \$ 86.85        | = \$ 222,422.85      |
| 2                                  | CALICHE                               | 0        | TN   | \$ -            | = \$ -               |
| 3                                  | OIL                                   | 1,100    | GL   | \$ 7.00         | = \$ 7,700.00        |
| 4                                  | STRIPING ESTIMATE (PAVEMENT MARKINGS) | -        | -    | \$ -            | = \$ 35,000.00       |
| Sub-Total =                        |                                       |          |      |                 | \$ 265,122.85        |
| <b>TOTAL</b>                       |                                       |          |      |                 | <b>\$ 265,122.85</b> |

|         |         |
|---------|---------|
| SQ. FT. | 184,400 |
| Length  | 4610    |
| Width   | 40      |
| Miles:  | 0.87    |

**GRAND TOTAL \$ 265,122.85**

*This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.*

*Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.), irrigation, hardscape or escalation of unit prices.*



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1259 |  |
| <b>From:</b><br>Ruben Valdez                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to award RFB No.: 2024-25-43 for Harlon Block Memorial to lowest and most responsible bidder, EB Merit Construction, for the amount of \$183,988.00 as determined through the competitive procurement process. (Staffed by Parks and Recreation Department.)                                                              |                 |                                                              |  |
| <b>Background:</b><br>The City of Weslaco solicited competitive bids for a memorial monument at Harlon Block sports complex.                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Funding Source (budget code, if applicable):</b>                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                   | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b><br>N/A                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Solicitation RFB No.: 2024-25-43 for Harlon Block Memorial advertised in the Advance New Journal on 7/30/2025 and 8/06/2025. Solicitation was also advertised in the city's e-procurement portal BIDNET. |                 |                                                              |  |
| <b>Advisory Review, if any (name of board/committee, date of action, recommendation):</b><br>Bids were reviewed and evaluated by architect Andrew Heffner and city staff.                                                                                                                                                                                                 |                 |                                                              |  |
| NORMA CANTU<br>Ruben Valdez<br>OMAR RODRIGUEZ<br>Xavier Salinas                                                                                                                                                                                                                                                                                                           |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the lowest and most responsible bidder, EB Merit Construction, as recommended by Architect Andrew Heffner.                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Attachments, if any:</b><br>TABULATION 2024-25-43 HARLON BLOCK MEMORIAL, ANDREW HEFFNER RECOMMENDATION EMAIL 8.29.2025, HARLON BLOCK MEMORIAL RFB 2024-25-43                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will issue notice of award and request from the awarded vendor a payment of a performance bond and proof of insurance for the project.                                                                                                                                                                                    |                 |                                                              |  |



**CITY OF WESLACO**  
**HARLON BLOCK MEMORIAL / RFB NO.: 2024-25-43**  
**Bid Opening held on: 8/28/2025 @ 11:00 AM via ZOOM / BIDNET**

**ARAIZA GENERAL CONST.**  
**480-B N SAM HOUSTON BLVD**  
**SAN BENITO, TEXAS 78586**  
**956-626-1091**

**CRC DEVELOPMENT & CONST.**  
**2016 S. 45TH STREET**  
**McALLEN, TEXAS 78503**  
**208-972-1192**  
**CARLO CANTU**

**EB MERIT CONSTRUCTION**  
**505 E. INTERSTATE 2**  
**PHARR, TEXAS 78577**  
**956-601-0336**  
**ENRIQUE GARZA**

**Description**

BID AMOUNT

\$184,453.37

\$232,650.00

\$183,988.00

BID BOND

X

X

X

ADDENDUMS #1-2-3

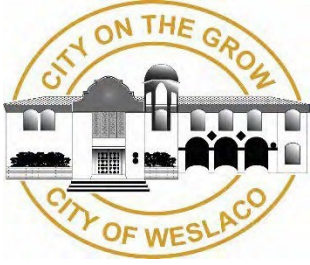
X

X

X

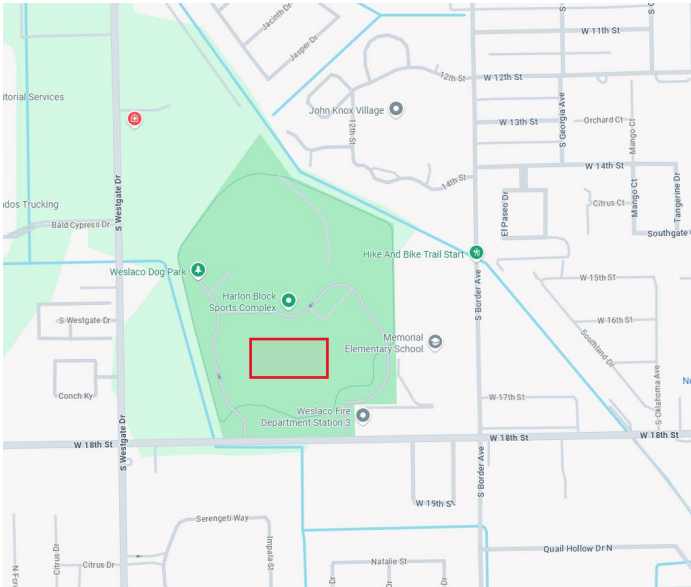






# CITY OF WESLACO

## BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS



### Harlon Block Memorial

RFB NO. 2024-25-43

#### *City Officials*

**Adrian Gonzalez**  
**Israel Gonzalez, Jr.**  
**Pete Garcia, Jr.**  
**Josh Pedraza**  
**Letty Lopez**  
**Jose "JP" Rodriguez**  
**Adrian Farias**

**Xavier Salinas**  
**Omar Rodriguez**

**Mayor**  
**Mayor-Pro Team, Commissioner At-**  
**Large Commissioner At Large**  
**Commissioner, District 1**  
**Commissioner, District 2**  
**Commissioner, District 3**  
**Commissioner, District 4**

**Assistant City Manager**  
**Interim Assistant City Manager**

07/29/2025

Prepared by:  
**ENGINEERING DEPARTMENT**  
**JUNE 2025**



# Harlon Block Memorial

City of Weslaco, Texas

## TABLE OF CONTENTS

**NO.OF  
PAGES**

### **BIDDING REQUIREMENTS**

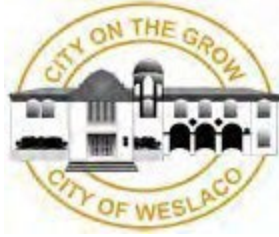
CITY OF WESLACO - INVITATION TO BID .....  
CITY OF WESLACO - INSTRUCTIONS TO BIDDERS.....  
SCOPE OF WORK.....  
BID PROPOSAL FORM.....

### **CONTRACT REQUIREMENTS**

AIA STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR.....

### **PLANS & SPECIFICATIONS**

SPECIFICATIONS &  
DRAWING



## City of Weslaco

### Request for Bid / RFB No.: 2024-25-43

#### HARLON BLOCK MEMORIAL

Electronic submissions of bids addressed to Homer Rhodes, Purchasing Agent, will be accepted via BIDNET. **RFB deadline 11:00 AM on August 28, 2025**, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in RFB document). **Bid Opening meeting will be held on August 28, 2025, at 11:00 A.M. via Zoom.**

<https://us02web.zoom.us/j/84793570796?pwd=q5FiYVVuVhstgqI9qVfbp5Ljgc7Nc7.1>

Meeting ID: 847 9357 0796 / Passcode: 585118

Potential respondents are advised that documents related to the solicitation of bids can be downloaded from the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco>. Be advised that the BIDNET portal/website is the primary source of all bid documents. **BIDNET portal/website must be monitored regularly for addendums and/or bid notices. Respondents are responsible for obtaining all the necessary information required for a compliant bid.**

**A non-mandatory but recommended pre-bid meeting will be held on August 7, 2025, at 11:00 A.M. via Zoom.**

<https://us02web.zoom.us/j/86577867395?pwd=MsPmbTJMjG4aLWjAtCOztQfOcdodg8.1>

Meeting ID: 865 7786 7395 / Passcode: 652652

**On August 7, 2025, a walk through will be held at 2:00 PM at project location Harlon Block Park 1020 W. 18<sup>th</sup> Street – Weslaco, Texas.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of sixty (60) days without taking action, for the purpose of reviewing and investigation of respondent's qualifications prior to award. Bids must be submitted electronically through BIDNET, no other form of submission will be accepted.

City of Weslaco  
/s/ Homer Rhodes  
Purchasing Agent  
956-447-2240  
hrhodes@weslacotx.gov

# CITY OF WESLACO REQUEST FOR BIDS

## HARLON BLOCK MEMORIAL

### INSTRUCTIONS TO BIDDERS

IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE AND GOVERN THE HARLON BLOCK MEMORIAL WITHIN THE HARLON BLOCK PARK AREA. PROSPECTIVE BIDDER ARE TO FILL THE FOLLOWING BLANK FORMS AND SUBMIT THEIR BID.

**In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes, at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.**

#### MINIMUM SPECIFICATIONS:

1. Electronic submissions of bids addressed to Horner Rhodes, Purchasing Agent, will be accepted via BIDNET. RFP deadline **11:00 A.M.** on **August 28, 2025**, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in biddocument).

Potential respondents are advised that documents related to the solicitation of bids can be downloaded from the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco>. Be advised that the BIDNET portal/website is the primary source of all bid documents. **BIDNET portal/website must be monitored regularly for addendums and/or bid notices. Respondents are responsible for obtaining all the necessary information required for a compliant bid.**

A non-mandatory pre-bid conference will be held on **August 7, 2025** at **11:00 a.m.** via ZOOM

2. <https://us02web.zoom.us/j/86577867395?pwd=MsPmbTJMjG4aLWjAtCOztQfOcdodg8.1>  
Meeting ID: 865 7786 7395 / Passcode: 652652 **On August 7, 2025, a walk through will be held at 2:00 PM at project location Harlon Block Park 1020 W. 18<sup>th</sup> Street – Weslaco, Texas.**
3. Bid **MUST** give full firm name and address of respondent and be manually signed. Failure to do so will disqualify your Bid. Person signing Bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information.
4. Bid **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by a bidder guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.

5. For the City to meet its needs, it is understood that during the period of the contract, should the successful bidder be unable to complete the work on **RFB No.: 2024-25-43** the City reserves the right to obtain the services from available sources.
6. Bids shall be analyzed on a total dollar value and what is considered the best value and most advantageous to the City (as allowed in Local Government Code 252.043). It shall be the legal obligation of the bidder during the term of the contract; to notify the Purchasing Office of any price decrease in the market and accordingly, reduced prices will be in effect with appropriate documentation as described above.
7. The bidder agrees to indemnify and hold harmless the City of Weslaco from all suits and actions of every nature and description brought against, for or on account of the use of patented appliances, products or processes. Awarded bidder/vendor shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request from Purchasing Office, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
8. Bidder shall carefully examine the Bid forms, requirements/specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from Bid forms, specifications or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office, Weslaco City Hall, 956.447.2240 and obtain clarification by addendum prior to submitting any Bids. **Request for Information (RFI) deadline is August 12, 2025, at 5:00 p.m.**
9. **Addenda and Interpretations:**  
No Interpretations of the meaning of the specifications or other pre-bid documents will be made orally to any bidder. **RFI's must be submitted through BIDNET portal** and to be given consideration must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda for specifications which, if issued, will be posted on the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco> not later than three (3) days prior to the *date fixed for the opening of bids*. *Failure of any bidder to receive any such addenda or interpretation* shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
10. The City of Weslaco reserves the right to refuse and reject any or all bids and to waive any or all informalities or technicalities and to accept the bid to be the best value and most advantageous (**as allowed in Local Government Code 252.043**) to the City and to hold the Bids for a period of sixty (60) days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

# SCOPE OF WORK

CITY OF WESLACO  
Harlon Block Memorial  
RFB #2024-25-43

**Name and Address of OWNER:**

City of Weslaco  
255 S. Kansas Ave.  
Weslaco, Texas 78596

**SCOPE OF WORK & REQUIREMENTS: Specifications and Set Drawing as provided by  
Heffner Design Team**

## **BID PROPOSAL**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Weslaco in the form included in the Contract Documents to perform and furnish all Work as specified or as indicated
2. BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance. for sixty days (60 days) after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of the City's Notice of Award.
3. **Bid Bond Required:** Each bid must be accompanied by a bid bond, cashier's check in the amount of 5% of the total bid amount, as a guarantee that the bidder will enter into a contract if awarded. The bid bond must be issued by a surety company authorized to do business in the state of Texas and must comply with Texas Government Code 2253. Failure to submit an acceptable bid bond will result in the rejection of the bid as non-responsive
4. In submitting this Bid, BIDDER represents. as more fully set forth in the Agreement, that:
  - A, BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):  
  
Addendum:\_\_\_\_\_ Date:\_\_\_\_\_  
  
Addendum:\_\_\_\_\_ Date:\_\_\_\_\_  
  
Addendum:\_\_\_\_\_ Date:\_\_\_\_\_  
  
Addendum:\_\_\_\_\_ Date:\_\_\_\_\_  
  
Addendum:\_\_\_\_\_ Date:\_\_\_\_\_
  - B. BIDDER has familiarized itself with the nature and extent of the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
  - C. BIDDER has studied carefully all drawings and physical conditions and accepts the extent of the technical data

contained in such drawings,

- D. BIDDER has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to the BIDDER.
- E. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Bidder.



**BID PROPOSAL FORM**  
**PROJECT IDENTIFICATION: Harlon Block Memorial RFB NO. 2024-25-43**

**BASE BID – UNIT PRICE ITEMS:** Bidder agrees to perform all work described in the scope of work and shown on the plans, for the following unit prices:

| ITEM NO. | ITEM DESCRIPTION                | UNIT | QTY | TOTAL |
|----------|---------------------------------|------|-----|-------|
| 1        | Mobilization                    | LS   | 1   |       |
| 2        | Footings                        | LS   | 1   |       |
| 3        | Masonry Walls                   | LS   | 1   |       |
| 4        | Cast-In-Place Concrete Walls    | LS   | 1   |       |
| 5        | Sign Lettering                  | LS   | 1   |       |
| 6        | Stucco                          | LS   | 1   |       |
| 7        | Boulders                        | LS   | 1   |       |
| 8        | Aluminum Cut-Outs               | LS   | 1   |       |
| 9        | Plaques                         | LS   | 1   |       |
| 10       | Flagpole                        | LS   | 1   |       |
| 11       | Tree Relocation                 | LS   | 1   |       |
| 12       | Pavers                          | LS   | 1   |       |
| 13       | Overhead, Profit, and Insurance | LS   | 1   |       |
|          | <b>TOTAL BASE BID</b>           |      |     |       |

## TOTAL UNIT PRICE BASE BID AMOUNT

---

(Total Base Bid (In Words))

*(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)*

**Name and Address of OWNER:**

**City of Weslaco**

**255 S. Kansas Ave.**

**Weslaco, Texas 78596**

**Name and Address of BIDDER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Bidder will complete the work in accordance with the Contract Documents and the following price schedule.

BIDDER agrees that all Work will be substantially completed within **90 calendar days** from the date when the Contract Time commences to run as provided in the General Conditions, and as revised in Supplementary Conditions, and completed and ready for final payment in **120 calendar days**. Any failure of the CONTRACTOR to complete the project within the contract period will be considered a material breach of this contract.

BIDDER accepts the provisions of the Supplementary Conditions and the Agreement as to liquidated damages in the event of failure to complete the Work on time.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plans and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

Unit and lump sum prices must be shown in words and in figures for each item listed in the Proposal, and in the event of discrepancy, the words shall control. Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this bid. In the event of discrepancies, the Owner reserves the right to accept or reject informalities.

DATE: \_\_\_\_\_

Respectfully Submitted,

BY:

---

(Name of Bidding Contractor)

(Signature)

---

(Type or Print Name)

---

(Title)

---

(Address)

---

(Phone Number)

---

(E-mail Address)

# DRAFT AIA® Document A101™ – 2017

*Standard Form of Contract Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**CONTRACT** made as of                     , 2025.  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
City of Weslaco  
255 S. Kansas Avenue  
Weslaco, Texas 78596  
(956)968-3181  
Email

and the Contractor:

Name  
Address  
City and State  
Phone  
Email

for the following Project:  
Harlon Block Memorial Project Harlon Block Memorial Project

The Architect:

Name  
Address  
City and State  
Phone  
Email

The Owner and Contractor agree as follows:

## ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Contract. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

|   |                                                 |
|---|-------------------------------------------------|
| 1 | THE CONTRACT DOCUMENTS                          |
| 2 | THE WORK OF THIS CONTRACT                       |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM                                    |
| 5 | PAYMENTS                                        |
| 6 | DISPUTE RESOLUTION                              |
| 7 | TERMINATION OR SUSPENSION                       |
| 8 | MISCELLANEOUS PROVISIONS                        |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS               |

### ARTICLE 1 THE CONTRACT DOCUMENTS

See AIA Document A201 – 2017 General Conditions Section 1.1.1. for Contract Documents.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work in full compliance with the Contract Documents and Construction Documents, except as specifically indicated in the Contract Documents or Construction Documents to be the responsibility of others.

In accordance with AIA Document A201–2017 § 2.1.1, the Owner is the Home Rule Municipality identified in the Contract Documents. The City Commission, by majority vote, is the only representative of the Owner, a municipality. Except as provided in 2.1.1.1, the City Commission is the only entity with the power to (i) enter into or amend the Contract, (ii) approve changes in the scope of Work, (iii) approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, or (iv) agree to an extension of the Substantial or Final Completion date. The Owner's designated representative must sign any material change. The City Commission hereby designates the Mayor as the only person who can sign for the City.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:

Determined in accordance with AIA Document A201 – 2017 General Conditions Section 8.1.2.

#### **§ 3.3 Substantial and Final Completion**

**§ 3.3.1 Time is of the essence in this Contract and an inducement to the Owner signing the contract is completion of the work within timelines under this Section.** The Contractor shall achieve Substantial Completion of the entire Work:

Not later than [REDACTED] from the date of Commencement of the Work under Section 3.1.

**§ 3.3.2** Final Completion shall [REDACTED] from the date of Commencement of the Work under Section 3.1.

**§ 3.3.2.1** Final Completion means the date when the Contractor has fully and satisfactorily performed all obligations under the Contract Documents and Construction Documents, including but not limited to:

1. Completion of all punch list items noted in the Certificate of Substantial Completion;

2. Correction of all nonconforming Work discovered prior to and after Substantial Completion;
3. Delivery of all required documents;
4. Removal of all waste, equipment, and temporary facilities, clean up and site restoration;
5. Completion of all requirements under AIA Document A201 – 2017 General Conditions.
6. Final inspection and written approval by the Architect and Owner.

Final payment shall not be due until the Owner receives a Certification of Project Completion from the Architect.

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion or Final Completion as provided in this Section 3.3, liquidated damages shall be assessed as set forth in Section 3.4.

#### **§ 3.4 LIQUIDATED DAMAGES**

**§ 3.4.1** Completion of the work by the timelines in Section 3.1 for Substantial Completion and Final Completion is a material condition and an inducement of this Contract. Failure to meet the deadlines for Substantial or Final Completion specified in 3.3 shall constitute a material breach of this the Contract. It is specifically understood and agreed by Owner and Contractor that Owner shall sustain actual and direct damages as a result of Contractor's failure to achieve Substantial Completion and Final Completion deadlines as specified in Sections 3.3. These damage amounts are difficult to estimate at the time of the Contract formation but include expenses Owner will incur for compensating personnel, attorney's fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, remediation, environment, hazard, and waste clean-up, management, loss of use, damage to property, and other miscellaneous increased costs.

**§ 3.4.1.1** Execution of this Contract constitutes agreement by Owner and Contractor that the liquidated damage amounts in Section 3.4.2 and 3.4.3 are the minimum costs the Owner will incur if Contractor fails to achieve deadlines specified in Sections 3.3, that such sums are liquidated direct damages and are not and shall not be construed as a penalty, and that liquidated damage amounts are difficult to estimate at the time of Contract formation.

**§ 3.4.2** It is expressly agreed as a part of the consideration inducing the Owner to execute this Contract that the Owner shall be compensated for damages of \$500.00 per day for each additional calendar day beyond the agreed date of Substantial Completion under Section 3.3.1.

**§ 3.4.3** It is expressly agreed as a part of the consideration inducing the Owner to execute this Contract that the Owner shall be compensated for damages \$500.00 per day for each additional calendar day beyond the agreed date of Final Completion under Section 3.3.2.

**§ 3.4.3.1** Owner may deduct from payments owed to the Contractor amounts under Section 3.4.2 and 3.4.3 as appropriate. If the amount owed to the Contractor is less than the total amounts under Section 3.4.2 and 3.4.3, then the Contractor shall pay Owner the amounts specified per day for each calendar day the breach.

**§ 3.4.4** Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Substantial or Final Completion deadlines.

**§ 3.4.5** Liquidated damages under this Section shall not exceed \$500 per calendar day.

**§ 3.4.6** If the Contractor fails to meet the deadlines specified in Sections 3.3, no payments by the Owner for Work shall be made to the Contractor until the Project reaches Final Completion under Section 3.3.3.

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be [REDACTED], subject only to

approved additions and deductions as provided in AIA Document A201 – 2017 General Conditions Section 2.1.

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents and in AIA Document A201-2017 General Conditions Section 9.3.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** The Contractor shall submit monthly Applications for Payment to both the Architect and Owner consistent with AIA Document A201 – 2017 General Conditions Section 9.3 and on AIA Form G702 for approval by both the Architect and Owner. Continuation sheets shall be submitted on AIA Form G703.

**§ 5.1.4** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.5.1** Each Application for Payment submitted by the Contractor shall be accompanied by supporting documentation sufficient to substantiate the Work performed and materials supplied during the billing period. Such documentation may include, but is not limited to vendor invoices, Subcontractor pay applications, delivery tickets, lien waivers, proof of stored materials, payroll records, and photographs of completed work.

**§ 5.1.6** In accordance with AIA Document A201™–2017 General Conditions Section 9.3, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
3. That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
5. Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.6.3** In addition to other rights provided in the Contract Documents, the Owner may withhold all or part of any payment to the Contractor if: (a) there is defective work not remedied, (b) Subcontractors or

suppliers have not been paid, (c) liens or claims are filed or reasonably anticipated, or (d) there are unresolved violations of law, safety standards, or Contract terms.

#### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5% or other amount if required by Texas law.

**§ 5.1.7.3** Except as set forth in this Section, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment. In the Application for Payment submitted at Substantial Completion, the Contractor shall continue to withhold a retainage amount necessary to complete the Work in full, in accordance with the Contract Documents.

**§ 5.1.8** Except with the Owner's prior written approval or as otherwise provided in Section 9.3 of the AIA Document A201-2017 General Conditions, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site or other approved location.

#### **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums, liquidated damages under Section 3.4, and other authorized additions or deductions shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed all provisions of the Contract including correcting any nonconforming Work as provided in Article 12 of AIA Document A201-2017;
2. the Contractor has provided all documents required by the Contract; and
3. a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

#### **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located pursuant to Texas Government Code Section 2251.025.

### **ARTICLE 6 DISPUTE RESOLUTION**

#### **§ 6.1 Initial Decision Maker**

All disputes relating to this Contract shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017 General Conditions.

### **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017 General Conditions.

### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Contract to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*Mr. Omar Rodriguez, Director of Parks & Recreation*  
255 S. Kansas Avenue



**§ 8.3** The Contractor's representative:

Name

Title

Address

City and State

Phone

Email

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in the Contract Documents. The Owner and Contractor shall provide proof of insurance as requested.

**§ 8.5.2** The Contractor shall provide bonds as set forth in the Contract Documents. The Contractor shall provide proof of bonds to the Owner as requested.

**§ 8.6.1** The Contract shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Hidalgo County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

**§ 8.6.2** As a material consideration of the making of the Contract Documents, the modifications and revisions to this Standard Form or any part of the Contract Documents shall not be construed against the maker of said modifications or revisions.

**§ 8.6.3** Notwithstanding anything to the contrary in the Contract, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 8.6.4** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor. As part of that responsibility, Contractor shall ensure compliance with the law and regulations, and enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons or entities carrying out the Contract.

**§ 8.6.5** The Contractor is solely responsible for ensuring that all Work complies with applicable federal, state, and local building codes, regulations, and ordinances. Approval of submittals or inspections by the Architect or Owner shall not relieve the Contractor of this responsibility.

**§ 8.6.6** The Contractor may not assign its responsibilities, duties, obligations and rights under this Contract, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors or other entities to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors or entities.

**§ 8.6.7** This Contract, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

**§ 8.6.8** Execution of this Contract shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

**§ 8.6.9** This Contract is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Contract.

**§ 8.6.10** By signing this Contract, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate."

**§ 8.6.11** Unless otherwise noted, terms in this document shall have the same meaning as those in the edition of AIA Document A201-2017 General Conditions of the Contract for Construction.

**§ 8.6.12** No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of the Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein in the Contract.

**§ 8.6.13** Contractor stipulates that Owner is a political subdivision of the State of Texas, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Texas. By entering this Contract, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

**§ 8.6.14** The Contractor shall not disclaim, and this Contract shall not waive, any implied warranties otherwise available under Texas law.

**§ 8.6.15** Consistent with AIA Document A201-2017 § 1.1.12.5, Contractor will specifically identify and include an allowance for Anticipated Weather Days. The Anticipated Weather Days allowance is already included in the Contractor's proposed completion time of [REDACTED] days for Substantial Completion. The Contractor will grant more Anticipated Weather Days only in the event of the existence of an extraordinary weather event, such as a hurricane or major flood.

**§ 8.6.16** In accordance with AIA Document A201-2017 § 1.2.5.1 and § 3.4.2.1, Contractor will not substitute materials unless substitution is specifically approved.

**§ 8.6.17** In accordance with AIA Document A201-2017 §3.2.1, Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any further work caused by the Contractor's improper construction, or to carefully study and compare the Contract Documents prior to execution of the Work.

**§ 8.6.17.1** In accordance with AIA Document A201-2017 §3.2.2, Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, Subcontractors, and all other persons or entities carrying out the Contract. Contractor shall require all workers, whether Contractor's own forces or the forces of Contractor's Subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees.

**§ 8.6.18** In accordance with AIA Document A201–2017 §3.4.3, Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract Contracts, requiring its Subcontractors and Sub-Subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-Subcontractor compliance.

**§ 8.6.19** In accordance with AIA Document A201–2017 § 3.4.8, Contractor will comply will pay prevailing wage rates.

**§ 8.6.20** In accordance with AIA Document A201–2017 § 3.5.2 and §3.5.3, Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Contract and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1036(c)(3)(F).

**§ 8.6.21** In accordance with AIA Document A201–2017 § 3.5.2 and § 3.7.6, Contractor shall be responsible for timely notifications to and coordination with all utility companies regarding the provisions of this Contract.

**§ 8.6.21** In accordance with AIA Document A201–2017 Article 3, Contractor will perform criminal history checks.

**§ 8.6.21** In accordance with AIA Document A201–2017 §§ 3.9.1-.2, the Contractor shall employ a competent superintendent and necessary assistants who shall always attend the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

**§ 8.6.21** In accordance with AIA Document A201–2017 § 3.10.4, Contractor will hold bi-weekly progress meetings at the site, shall take corrective action to ensure the Project is completed on time, and

**§ 8.6.22** In accordance with AIA Document A201–2017 § 3.18.1, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF

ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE

**§ 8.6.22.1** In accordance with AIA Document A201–2017 § 3.18.2, IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT.

**§ 8.6.23** In accordance with AIA Document A201–2017 § 3.18.5, THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 8.6.28** In accordance with AIA Document A201–2017 § 9.3.3, the Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

**§ 8.6.29** In accordance with AIA Document A201–2017 § 10.3.3, IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

**§ 8.6.30** In accordance with AIA Document A201–2017 Article 10, Contractor shall appropriately and properly protect Owner's property and properly manage hazardous materials, including lead and asbestos.

§ 8.6.31 In accordance with AIA Document A201–2017 Article 11 and § 11.0.1, Contractor shall be bonded and Contractor and Sub-Contractors shall be insured in accordance with Texas law and the Contract Documents.

§ 8.6.32 In accordance with AIA Document A201–2017 § 13.7, the Owner and Contractor shall commence all litigation, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the dispute resolution method selected in the Contract and within the time period specified by applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and Contractor waive actions not commenced in accordance with this Section 13.7.

§ 8.6.33 In accordance with AIA Document A201–2017 § 11.0.5, all insurance required herein shall, by endorsement, be primary insurance with respect to the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ 8.6.34 In accordance with AIA Document A201–2017 § 5.2.5., each Contractor or Subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

§ 8.6.35 In accordance with AIA Document A201–2017 § 7.1.2., changes in the Work shall be performed under applicable provisions of the Construction Documents and the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a Change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 8.6.36 In accordance with AIA Document A201–2017 § 7.2.4., in no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Contract is comprised of the following documents:

See Section 1.1.

This Contract is entered as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

\_\_\_\_\_  
**(Printed name and title)**

\_\_\_\_\_  
**CONTRACTOR (Signature)**

\_\_\_\_\_  
**(Printed name and title)**



# HEFFNER DESIGN TEAM, PLLC

## SPECIFICATION TABLE OF CONTENTS

**Heffner Design Team**

**Harlon Block Memorial**

**Project No. 24-33**

### SIGNATURE PAGE



LANDSCAPE ARCHITECT: \_\_\_\_\_

ANDREW T. HEFFNER #2528

Specification section 321413 – Concrete Unit Paving

Specification section 329600– Tree Transplanting & Protection

Date: 05-29-25



## SECTION 321413

### INTERLOCKING CONCRETE UNIT PAVING

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION OF WORK AND RELATED DOCUMENTS

- A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation and services required and incidental thereto, as shown on the Drawings and/or specified herein including but not limited to; the procurement and transportation of interlocking concrete pavers (ICP), the excavation and preparation of all base materials, base sand, polymeric joint sand, edge restraint, for all Contractor supplied ICP materials.

##### 1.2 QUALITY ASSURANCE

- A. The following Codes, Regulations, Reference Standards, and Specifications apply to work included in this section:
    - 1. American Society for Testing and Materials (ASTM):
      - a. C33, Standard Specification for Concrete Aggregates.
      - b. C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
      - c. C140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
      - d. C144, Standard Specification for Aggregate for Masonry Mortar.
      - e. C936, Standard Specification for Solid Concrete Interlocking Paving Units.
      - f. C979, Standard Specification for Pigments for Integrally Colored Concrete.
      - g. C1645, Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units.
      - h. D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,000 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
      - i. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
      - j. D2940, Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.
    - 2. Interlocking Concrete Pavement Institute (ICPI):
      - a. ICPI Tech Spec Technical Bulletins
    - 3. American Society of Civil Engineers (ASCE)
      - a. ASCE 58-16 Structural Design of Interlocking Concrete Pavement for Municipal Streets and Roadways
  - B. Paver work to be performed by a single firm specializing in commercial paver work of similar size and quality with a minimum of five (5) years of experience. The Landscape Architect shall review qualifications and approve subcontractor prior to commencing work.
  - C. Mock-Ups:
    - 1. Install a 7 ft x 7 ft paver area.
    - 2. Use this area to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern(s), color(s) and texture of the job.
    - 3. This area will be used as the standard by which the work will be judged.
    - 4. Subject to acceptance by the Landscape Architect, mock-up may be retained as part of finished work.
5. If mock-up is not retained, remove and properly dispose of mock-up.

### 1.3 WARRANTY AND MAINTENANCE

- A. The Contractor shall warranty pavers for one year after final acceptance. If pavers are deemed damaged by the Landscape Architect the Contractor will be notified in writing as such. The Contractor shall remove and replace the pavers within two weeks of the notification.
- B. Extra Materials: Provide 100 square feet of additional material for use by Owner for maintenance and repair. Pavers shall be from the same production run as installed materials.

### 1.4 SUBMITTALS

- A. The Contractor shall submit –
  - 1. Sieve analysis per ASTM C136 for grading of bedding and joint sand.
  - 2. Concrete pavers:
    - a. Four representative full-size samples of each paver type, thickness, color, finish that indicate the range of color variation and texture expected in the finished installation. Colors selected by Landscape Architect from manufacturer's available colors.
    - b. Accepted samples become the standard of acceptance for the work.
    - c. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C936.
    - d. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.
- B. No partial submittal will be accepted and submittals shall be neatly bound and logically organized. After the submittal has been approved, substitutions will not be allowed except by written consent of the Landscape Architect.
- C. Approval of the submittals are required prior to delivery of any materials to the job site.

### 1.5 PROTECTION OF ITEMS TO REMAIN

- A. No trucks, machinery, stockpiled or staged material shall be placed on completed paver areas.
- B. All protections of completed areas are the responsibility of the Contractor until final acceptance of the project.

### 1.6 DELIVERY, STORAGE & HANDLING

- A. Coordinate with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers packaging with identification labels intact.
  - 1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
  - 2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
  - 3. Unload pavers at job site in such a manner that no damage occurs to the product.
- C. Storage and Protection: Store materials protected such that they are kept free from mud, dirt, and other foreign materials. Store concrete paver cleaners and sealers per manufacturer's instructions.
  - 1. Cover bedding sand and joint sand with waterproof covering if needed to prevent exposure to rainfall or removal by wind. Secure the covering in place.



## 1.7 PROJECT/SITE CONDITIONS

### A. Environmental Requirements:

1. Do not install sand or pavers during heavy rain or snowfall.
2. Do not install sand and pavers over frozen base materials.
3. Do not install frozen sand or saturated sand.
4. Do not install concrete pavers on frozen or saturated sand.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### A. INTERLOCKING CONCRETE PAVERS

1. Manufacturer: Specify Keystone Hardscapes, 800-747-8971. Contact: Dave Hassnus at 512-787-1247
2. Interlocking Concrete Pavers:
  - a. Paver Type: Specified on material schedule on plan sheets
  - b. Material Standard: Comply with material standards in ASTM C936.
  - c. Color and finish: Specified on material schedule on plan sheets
  - d. Color Pigment Material Standard: Comply with ASTM C979.
  - e. Size: Specified on material schedule on plan sheets
  - f. Average Compressive Strength (C140): 8000 psi (55 MPa) with no individual unit under 7200 psi (50 MPa) per ASTM C140.
  - g. Average Water Absorption (ASTM C140): 5% with no unit greater than 7%.
  - h. Freeze/Thaw Resistance (ASTM C1645): 28 freeze-thaw cycles with no greater loss than 225 g/m2 of paver surface area or no greater loss than 500 g/m2 of paver surface area after 49 freeze-thaw cycles. Freeze-thaw testing requirements shall be waived for applications not exposed to freezing conditions.

### 2.2 PRODUCT SUBSTITUTIONS

- #### A.
- Product substitutions shall be submitted and approved in writing 5 days prior to bid date. The contractor submitting the substitution shall provide all alternate material make, model, color and all other product information to the Landscape Architect. The contractor shall include a statement regarding the alternate material's compliance with the project specifications and how the material meets said specifications.

### 2.3 BEDDING AND JOINT SAND

#### A. Provide bedding and joint sand as follows:

1. Washed, clean, non-plastic, free from deleterious or foreign matter, symmetrically shaped, natural or manufactured from crushed rock.
2. Do not use limestone screenings, stone dust, or sand for the bedding sand material that does not conform to the grading requirements of ASTM C33.
3. Do not use mason sand or sand conforming to ASTM C144 for the bedding sand.
4. Where concrete pavers are subject to vehicular traffic, utilize sands that are as hard as practically available.
5. Sieve according to ASTM C136.
6. Bedding Sand Material Requirements: Conform to the grading requirements of ASTM C 33 with modifications as shown in Table 1.

Table 1  
Grading Requirements for Bedding Sand  
ASTM C33

| Sieve Size         | Percent Passing |
|--------------------|-----------------|
| 3/8 in.(9.5 mm)    | 100             |
| No. 4 (4.75 mm)    | 95 to 100       |
| No. 8 (2.36 mm)    | 80 to 100       |
| No. 16 (1.18 mm)   | 50 to 85        |
| No. 30 (0.600 mm)  | 25 to 60        |
| No. 50 (0.300 mm)  | 5 to 30         |
| No. 100 (0.150 mm) | 0 to 10         |
| No. 200 (0.075 mm) | 0 to 1          |

7. Joint Sand Material Requirements: Polymeric jointing sand equal to Hardscapes by Quikcrete

## 2.4 ACCESSORIES

- A. Geotextile fabric shall be woven and equal to DeWitt Pro 5 weed barrier.

## PART 3 - INSTALLATION

### 3.1 EXAMINATION

- A. Examine the areas and conditions under which work of this Section will be performed. Notify the Landscape Architect of unsatisfactory conditions. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected and the Landscape Architect has provided written acceptance. Beginning work indicates acceptance of the site as satisfactory by the installer.
- B. Acceptance of Site Verification of Conditions:
  1. General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
    - a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
    - b. Verify that geotextiles, if applicable, have been placed according to drawings and specifications.
    - c. Verify that base materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements.
      - i. Provide written density test results for soil subgrade base materials to the Owner General Contractor and paver installation subcontractor.
      - ii. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets.
  2. Do not proceed with installation of bedding sand and interlocking concrete pavers until subgrade soil and base conditions are corrected by the General Contractor or designated subcontractor.

### 3.2 PREPARATION

- A. Verify base is dry, certified by General Contractor as meeting material, installation and grade specifications.
- B. Verify that base, and geotextile if called for on the drawings, is ready to support sand, edge restraints, and, pavers and imposed loads.

### 3.3 INSTALLATION

- A. Spread bedding sand evenly over the base course and screed to a nominal 1 in. thickness, not exceeding 1½ in. thickness. Spread bedding sand evenly over the base course and screed rails, using the rails and/or edge restraints to produce a nominal 1 in. thickness, allowing for specified variation in the base surface.
  - 1. Do not disturb screeded sand.
  - 2. Screeded area shall not substantially exceed that which is covered by pavers in one day.
  - 3. Do not use bedding sand to fill depressions in the base surface.
- B. Lay pavers in pattern(s) shown on drawings. Place units hand tight without using hammers. Make horizontal adjustments to placement of laid pavers with rubber hammers and pry bars as required. Pull from a minimum of three different pallets of pavers. Pull vertically from each pallet.
- C. Provide joints between pavers between 1/16 in. and 3/16 in. wide. No more than 5% of the joints shall exceed 1/4 in. wide to achieve straight bond lines.
- D. Joint (bond) lines shall not deviate more than ±1/2 in. over 50 ft. from string lines.
- E. Fill gaps at the edges of the paved area with cut pavers.
- F. Cut pavers to be placed along the edge with a masonry saw.
- G. Cut pavers at edges as indicated on the drawings.
- H. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.
- I. Use a low-amplitude plate compactor capable of at least minimum of 5,000 lbf at a frequency of 75 to 100 Hz to vibrate the pavers into the sand. Remove any cracked or damaged pavers and replace with new units.
- J. Using a broom, sweep polymeric jointing sand into the paver joints, filling up to the paver chamfers (shoulders). Compact sand into joint spaces as thoroughly as possible. Carefully remove any remaining sand from the paver surface prior to dampening. Eliminate all polymeric jointing sand from surfaces.
- K. Dampening: Apply a gentle fine mist to the filled joints, flooding the faces of the pavers and allowing the water to run into the joints. Do not flood the sand onto paver surfaces. Repeat dampening at regular hourly intervals for the first few hours after placement. The joints must be allowed to eventually dry in order for the polymeric jointing sand to firm. Avoid over-watering joints. Maintain the joint in a damp condition without washing the polymeric jointing sand away. All work within 6 feet of the laying face shall be left fully compacted with sand-filled joints at the end of each day or compacted upon acceptance of the work. Cover the laying face or any incomplete areas with plastic sheets overnight if not closed with cut and compacted pavers with joint sand to prevent exposed bedding sand from becoming saturated from rainfall. A minimum of 24 hours drying time is required prior to allowing foot traffic and 48 hours for vehicular traffic on the paver surface.

### 3.4 FIELD QUALITY CONTROL

- A. The final surface tolerance from grade elevations shall not deviate more than ±3/8 in. under a 10 ft straightedge.
- B. Check final surface elevations for conformance to drawings.
- C. When pavers are installed on an aggregate base the surface elevation of pavers shall be 1/8 in. to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.
- D. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.

### 3.5 CLEANING AND PROTECTION

- A. The Contractor shall perform all necessary cleaning and removal of excess debris, materials, etc., during installation and upon completion of the work. The Contractor shall immediately repair any damage resulting from paver operations without cost to the Owner.
- B. The Contractor shall protect all pavers from damage or theft until final acceptance.

### PART 4 - METHOD OF MEASUREMENT

#### MEASUREMENT:

ICP as described in this section will be paid for on a lump sum basis wherein no measurement will be made.

### PART 5 - BASIS OF PAYMENT

#### PAYMENT:

- A. ICP will be paid for at the Contract lump sum, which price will be full compensation for furnishing and installing equipment; shop drawings; providing all submittals and warranties; furnishing all labor, materials, tools, equipment; and incidentals necessary to complete the work as described in this section and related other sections of these Contract Documents, as well as maintenance until final acceptance.

END OF SECTION 321413

## SECTION 329600

### TREE TRANSPLANTING & PROTECTION

#### 1.1 DESCRIPTION OF WORK AND RELATED DOCUMENTS

- A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation and services required and incidental thereto, as shown on the Drawings and/or specified herein including but not limited to; the removal and relocation of existing trees, mulching, watering, protection, planting soil/mixes, mulch.
- B. Related Work Specified Elsewhere:
  - 1. N/A

#### 1.2 QUALITY ASSURANCE

- A. The following Codes, Regulations, Reference Standards, and Specifications apply to work included in this section:
  - 1. ANSI A300 or most current revision of "Trees, Shrubs and Other Woody Plant Management—Standard Practices (Pruning)"
  - 2. ANSI Z133.1 or most current revision of, "Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements"
  - 3. National Arborist Association Standards
  - 4. Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual
- B. Tree removal and relocation work to be performed by a single firm specializing in commercial landscape work of similar size and quality with a minimum of five (5) years of experience. The Landscape Architect shall review qualifications and approve subcontractor prior to commencing work.
- C. Refer and follow any tree transplanting requirements that the City in which the project is being built has issued.

#### 1.3 PROTECTION OF ITEMS TO REMAIN

- A. Trees that are to remain on site, but be transplanted to a new location, shall have orange construction fencing installed at the tree's dripline before and after transplanting. All fencing shall be 48" high and staked 5' O.C. with 60" metal t-posts. Posts shall be installed 12" below grade.
- B. Trees that are to remain on site, in their current location, shall have orange construction fencing installed at the tree's dripline and maintained until final grading operations are completed. All fencing shall be 48" high and staked 5' O.C. with 60" metal t-posts. Posts shall be installed 12" below grade.

## PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Construction fencing: High density polyethylene, orange color, fully stabilized UV resistant

- B. Compost: Premium grade compost
- C. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/cm in soil.
- D. Mulch: Grade A cypress bark; long, fibrous bark strands free from wood chips.
- E. Staking material:
  - 1. Commercial grade rubber chain-locks.
  - 2. Commercial grade T-Posts, 1.25 ga., 5' Ht., black (do not drive through rootball). Include plastic cap on all T-posts, cap color to match T-Post color.
- F. Backfill: 90 percent sandy-loam topsoil; 10 percent premium compost. Provide a mix with a uniform texture without lumps and containing no stones, sticks, roots or other foreign material.

### PART 3 - INSTALLATION

#### 3.1 EXAMINATION

- A. Examine the areas and conditions under which work of this Section will be performed. Notify the Landscape Architect of unsatisfactory conditions. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected and the Landscape Architect has provided written acceptance. Beginning work indicates acceptance of the site as satisfactory by the installer.

#### 3.2 EXECUTION

- A. Tree Removal
  - 1. Identify and mark the trees to be removed and obtain approval from the Landscape Architect.
  - 2. Remove tree to 6" below proposed finished grade.
- B. Tree Relocation
  - 1. Identify and mark each tree to be removed, and each tree's proposed location, and obtain approval from the Landscape Architect.
  - 2. Relocate trees at a time when other site activities will have a minimum impact on the tree in its new location.
  - 3. Dig the hole
    - a. The final depth of the planting hole is determined by the depth and firmness of the root ball and other characteristics of the site and shall not exceed the depth of the root ball.
    - b. The depth of the root ball shall be measured from the bottom of the trunk flare to the bottom of the ball.
    - c. The soil directly beneath the root ball should be undisturbed or prepared to prevent settling.
    - d. The planting hole width should be a minimum of 1.5 times the diameter of the root ball or soil surrounding the upper 1/3 of the planting hole should be loosened to a width of 1.5 times the root ball diameter.
    - e. The sides of the planting hole should be loose.
  - 4. Installing the tree
    - a. Circling and kinked roots should be straightened or severed.
    - b. Trim all roots with loppers that extend beyond the root ball. All cuts shall be clean and proper.
    - c. Mark the north side of the trunk and place the tree in the same compass orientation.

- d. The bottom of the trunk flare shall be at or above the finished grade.
  - e. All root ball supporting materials should be cut-off from the top third of the root ball and removed from the planting hole prior to final back filling.
  - f. Place the tree in the hole and backfill with specified material. The back-fill soil shall be installed and settled in layered sections to limit future settling and prevent air pockets.
  - g. Backfill shall not be compacted to a density that inhibits root growth.
  - h. Water should be added to the root zone and surrounding soil to bring the root zone to field capacity. Hand water tree as needed until automatic irrigation system is installed.
  - i. Install watering basin, mulch ring and tree staking per the tree planting detail on the Drawings.
- C. Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations to their original conditions in a manner acceptable to the Landscape Architect.

### 3.3 CLEANING AND PROTECTION

- A. The Contractor shall perform all necessary cleaning and removal of excess soil, debris, equipment, etc., during installation and upon completion of the work. The Contractor shall immediately repair any damage resulting from tree removal and relocation operations without cost to the Owner.

## PART 4 - METHOD OF MEASUREMENT

### MEASUREMENT:

Tree Removal and Relocation as described in this section will be paid for on a lump sum basis wherein no measurement will be made.

## PART 5 - BASIS OF PAYMENT

### PAYMENT:

- A. Tree Removal and Relocation will be paid for at the Contract lump sum, which price will be full compensation for furnishing and installing equipment; furnishing all labor, materials, tools, equipment; and incidentals necessary to complete the work as described in this section and related other sections of these Contract Documents, as well as maintenance until final acceptance.

END OF SECTION 329600



1020 W 18TH ST  
WESLACO, TX. 78596  
LANDSCAPE DRAWING INDEX

GENERAL NOTES:

- 

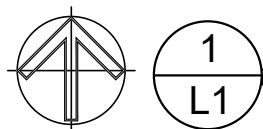
4100 N. 22nd Street  
McAllen, TX. 78504  
(956) 540-7850

Indwyt Haffner

PROJECT:

[illegible]

SCALE 1" = 10'

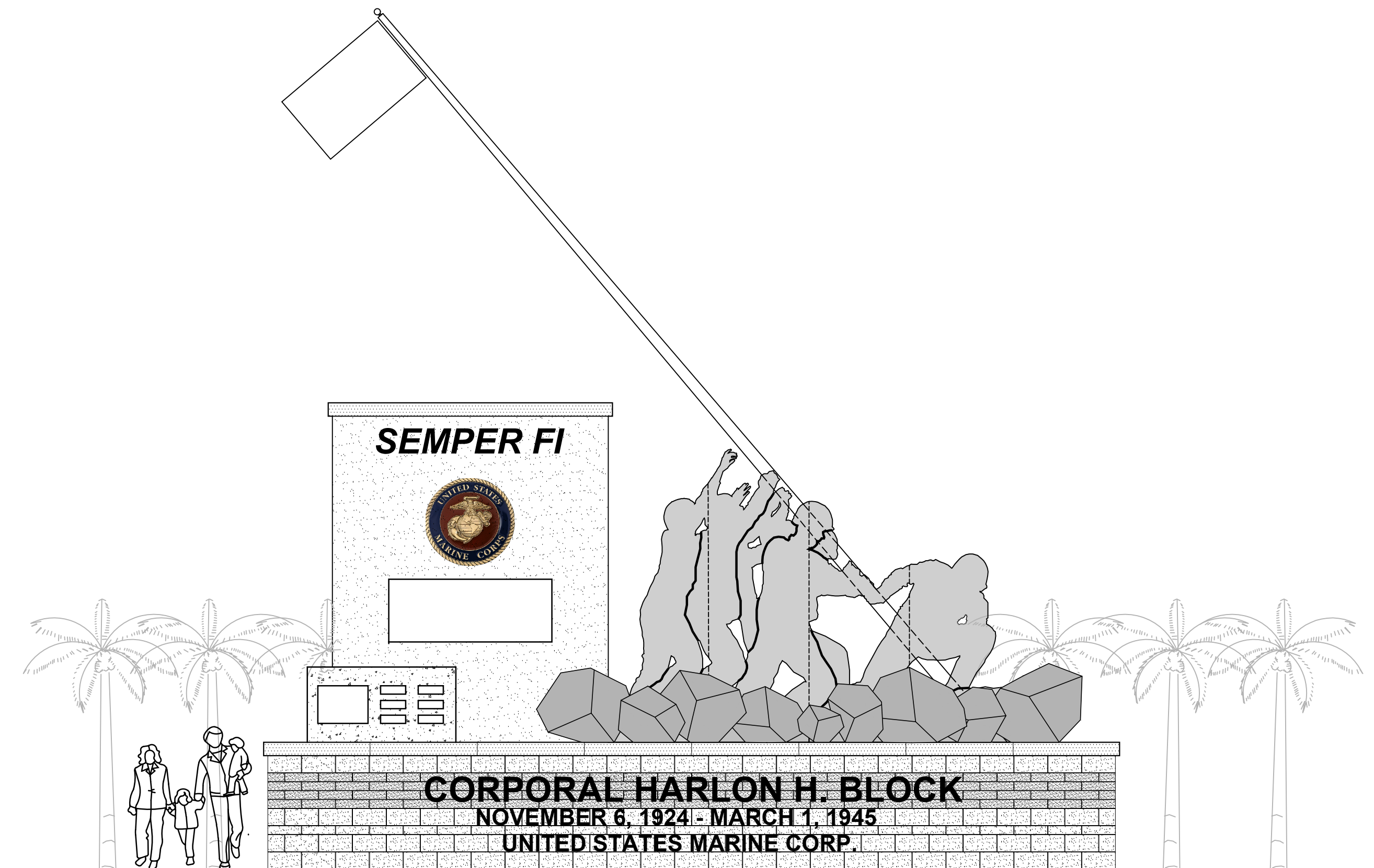


- 

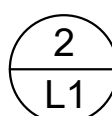
1. CONFIRM COLOR AND SIZE WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. PROVIDE MOCK-UP AS SPECIFIED.
2. TOP OF PAVER SHALL MATCH TOP OF EXISTING ADJACENT CONCRETE PAVING.

3  
L1

N.T.S.



SCALE 1" = 4'

[illegible]

## SITE PLAN

These Drawings and Specifications are to be an instrument of service and shall remain the property of the Landscape Architect. They are not to be used on other projects or extensions to this project except by agreement in writing with the Landscape Architect. The Landscape Architect is not responsible for construction means, methods, sequences or procedures or for safety precautions and programs in connection with the project.

PROJECT NUMBER:

SHEET NUMBER:



- ALL ALUMINUM SHALL BE POWDER COATED IN THEIR SELECTED COLOR.
- THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING OF ALL METAL WORK FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- CONTRACTOR SHALL PROVIDE A POWDER COAT COLOR CHART FOR FINAL COLOR SELECTION.
- ALL HARDWARE TO BE STAINLESS STEEL.



4" WIDE X 4" HIGH X 16" LENGTH GROUND FACE MASONRY.  
FILL ALL JOINT WITH GROUT TO MATCH.  
BLOCK COLOR: WHITE LIMESTONE GROUND FACE  
FROM BEST BLOCK

4" WIDE X 4" HIGH X 16" LENGTH GROUND FACE MASONRY.  
FILL ALL JOINT WITH GROUT TO MATCH.  
BLOCK COLOR: GREY GRANITE GROUND FACE  
FROM BEST BLOCK



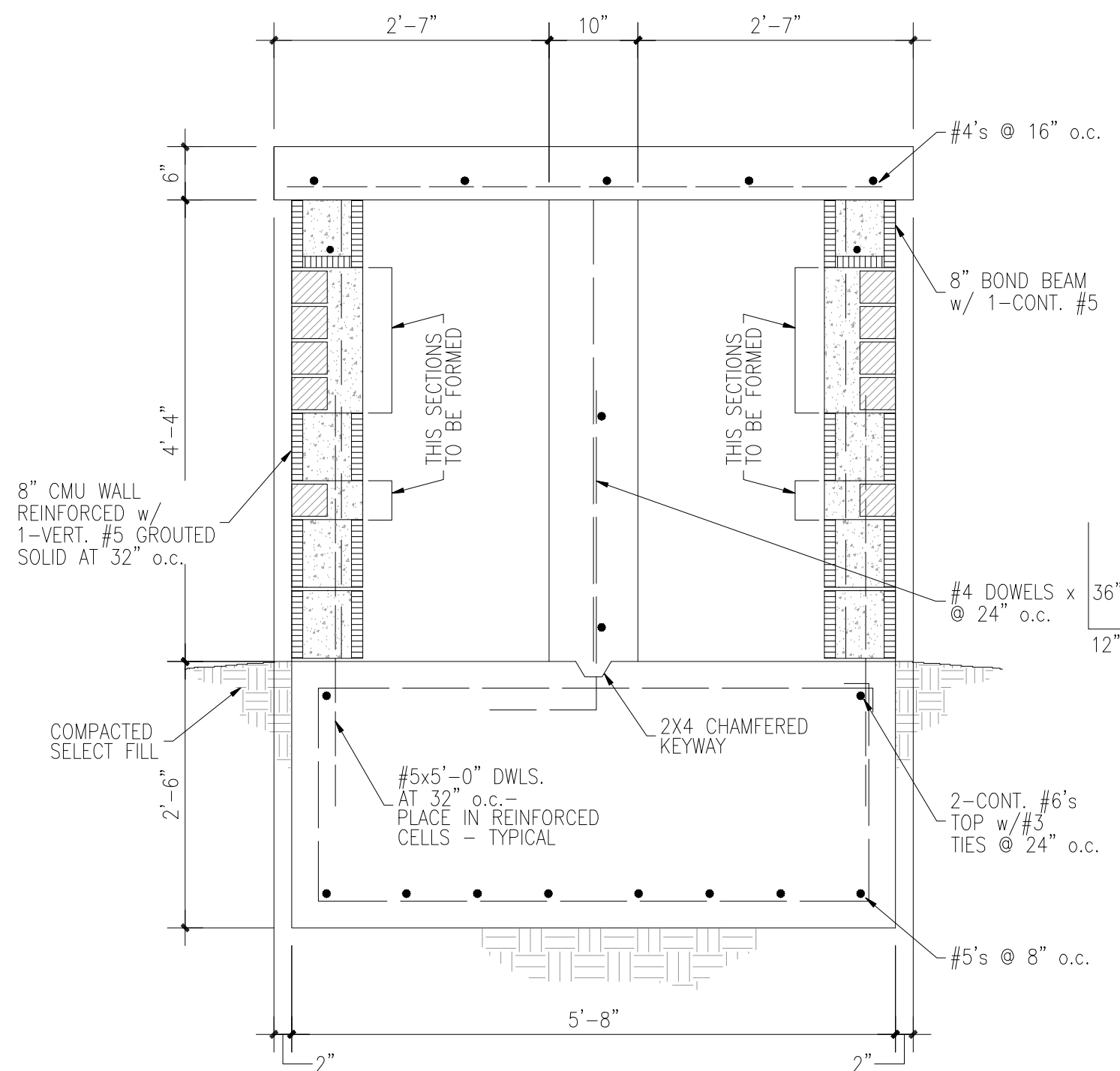


- ## CONCRETE

- ## FOUNDATION NOTES

3. REMOVE AT LEAST 12 INCHES OF TOP SOIL, VEGETATION, DEBRIS, ETC., FROM THE PROPOSED BUILDING AREA TO A DISTANCE OF 5'-0" OUTSIDE THE
2. REWORK AND COMPACT THE TOP 6" OF THE EXPOSED SUBGRADE UNDER ALL FLOORS TO 95% (+ 5%) OF THE MAXIMUM DENSITY AT -2% TO +3% OF THE OPTIMUM MOISTURE CONTENT, IN ACCORDANCE WITH TEST METHOD ASTM D-698, PRIOR TO PLACEMENT OF SELECT FILL.
3. FILL BACK TO REQUIRED GRADE ( $\pm 18"$  ABOVE EXISTING GRADE) WITH MATERIAL SELECTED AND COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS BELOW.
4. SELECT FILL, WHEN PROPERLY SLAKED AND TESTED BY STANDARD LABORATORY METHODS, SHALL MEET THE FOLLOWING REQUIREMENTS:
  - A. LIQUID LIMIT SHALL BE LESS THAN OR EQUAL TO 40.
  - B. PLASTICITY INDEX SHALL RANGE BETWEEN 7 AND 17.
  - C. SHALL CONTAIN NO ORGANIC MATERIAL.
  - D. SHALL CONTAIN NO STONES LARGER THAN 2 INCHES.
5. SAMPLES OF PROPOSED SELECT FILL SHALL BE FURNISHED TO THE TESTING LABORATORY 7 DAYS PRIOR TO INSTALLATION TO PERMIT TIME FOR SPECIFICATION COMPLIANCE INSPECTION AND APPROVAL.
6. SELECT FILL UNDER ALL FLOORS AND WALKS SHALL BE COMPACTED IN THE FIELD IN LIFTS NOT TO EXCEED 8" TO 95% (+ 5%) OF THE MAXIMUM DENSITY, AT -2% TO +3% OF THE OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH TEST METHOD ASTM D-698.
7. LABORATORY MOISTURE-DENSITY CURVE OR CURVES AS REQUIRED, AND RESULTS OF FIELD DENSITY CHECKS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER. A MINIMUM OF ONE (1) IN PLACE DENSITY TEST PER 4000 SQUARE FEET OF SLAB AREA SHALL BE TAKEN ON EACH LIFT DURING PLACEMENT OF SELECT FILL.

1. ALL LOAD BEARING CONCRETE MASONRY UNITS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING CODES AND THE NATIONAL CONCRETE MASONRY ASSOCIATION.
2. HOLLOW LOAD BEARING CONCRETE MASONRY UNITS SHALL BE DOMESTIC LIGHTWEIGHT GRADE N UNITS, CONFORMING TO ASTM C-90-75.
3. MASONRY UNITS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI WHEN TESTED IN ACCORDANCE WITH ASTM C-140, "METHODS OF SAMPLING AND TESTING CONCRETE MASONRY UNITS" ( $f'm = 1350$  PSI).
4. MORTAR FOR MASONRY SHALL BE IN ACCORDANCE WITH ASTM-270 TYPE "S" (1800 PSI COMPRESSIVE STRENGTH AT 28 DAYS).
5. GROUT FOR ALL REINFORCED HOLLOW MASONRY UNIT WALLS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (6 SACK MIX) WITH A MAXIMUM 3/8" AGGREGATE.
6. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60.
7. UNLESS OTHERWISE NOTED, ALL MASONRY WALLS SHALL BE REINFORCED WITH #9 GA. MILL GALVANIZED, HORIZONTAL WIRE REINFORCEMENT (TRUSS TYPE) EMBEDDED IN MORTAR JOINTS AT 16"o.c. NOMINAL WIDTH OF JOINT REINFORCING SHALL EQUAL WALL THICKNESS. WIRE REINFORCEMENT SHALL CONFORM TO ASTM DESIGNATION A-82, AND SHALL BE LAPPED AT LEAST 6" WITH AT LEAST ON CROSS WIRE WITHIN THE LAP. JOINT REINFORCING SHALL BE INSTALLED IN THE FIRST AND SECOND MORTAR BED JOINTS IMMEDIATELY ABOVE AND BELOW ALL OPENINGS.
8. UNLESS NOTED OTHERWISE ON PLANS, ON GROUTED #5 BAR SHALL BE PROVIDED AROUND THE PERIMETER OF ALL WALL OPENINGS.
9. BOND BEAMS SHALL BE REINFORCED WITH ONE CONTINUOUS #5 BAR. REINFORCING SHALL BE CONTINUOUS AT ALL CORNERS AND INTERSECTING WALLS.
10. CONTROL JOINTS SHALL BE CONSTRUCTED WITH SLOTTED MASONRY UNITS AND FACTOR MOLDED JOINT FILLER. JOINTS SHALL BE CAULKED WITH AN APPROVED MATERIAL.
11. CONTROL JOINTS SHALL NOT EXTEND THROUGH BOND BEAMS UNLESS INDICATED ON PLANS.
12. ALL PERIMETER EXTERIOR CMU WALLS SHALL BE REINFORCED WITH VERT. #5's GROUTED SOLID AT 32"o.c. AND HORIZONTAL BOND BEAMS REINFORCED W/ 1-CENT. #5. BOND BEAMS SHALL BE LOCATED VERTICALLY AT 8'-0"o.c. AND AT TOP OF WALL.
13. PROVIDE #5 x 5'-0" DOWELS @ 32"o.c. AT FOUNDATION BEAMS ALONG PERIMETER EXTERIOR CMU WALLS. LOCATE DOWELS IN SAME CELLS WHICH ARE TO BE REINFORCED.
14. ALL REINFORCED CELLS SHALL BE GROUTED AT 4'-0" VERTICAL INTERVALS.



777 NE Loop, Suite 600  
San Antonio, TX 78217  
(210) 820-2677

## CHARLON BLOCK MEMORIAL

THE SEAL APPEARING ON THIS DOCUMENT  
WAS AUTHORIZED BY GEORGE MENDOZA, P.E.  
NO. 100276. ALTERATION OF A SEALED  
DOCUMENT WITHOUT PROPER NOTIFICATION  
TO THE RESPONSIBLE ENGINEER IS AN OFFENSE  
UNDER THE TEXAS ENGINEERING PRACTICE ACT.

[illegible]

SHEET  
TITLE:

## GENERAL NOTES & FOUNDATION DETAILS

These Drawings and Specifications are to be an instrument of service and shall remain the property of the Landscape Architect. They are not to be used on other projects or extensions to this project except by agreement in writing with the Landscape Architect. The Landscape Architect is not responsible for construction means, methods, sequences or procedures or for safety precautions and programs in connection with the project.

224

SHEET NUMBER:

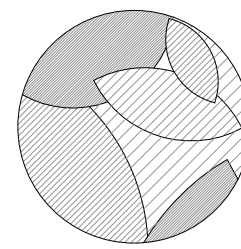
S1

STRUCTURAL ENGINEERS

FIRM REGISTRATION #F-10588  
george@mendozaengineering.com

4435 SOUTH JACKSON ROAD SUITE A  
EDINBURG, TEXAS 78539 (956) 631-4906





HEFFNER DESIGN  
TEAM, PLLC

4100 N. 22nd Street  
McAllen, TX. 78504  
(956) 540-7850

1777 NE Loop, Suite 600  
San Antonio, TX 78217  
(210) 820-2677

PROJECT:

HARLON BLOCK  
MEMORIAL  
1020 W 18TH ST.  
WESLACO, TX 78596



11-25-24

THE SEAL APPEARING ON THIS DOCUMENT  
WAS AUTHORIZED BY GEORGE MENDOZA, P.E.  
NO. 100276. ALTERATION OF A SEALED  
DOCUMENT WITHOUT PROPER NOTIFICATION  
TO THE RESPONSIBLE ENGINEER IS AN OFFENSE  
UNDER THE TEXAS ENGINEERING PRACTICE ACT.

| DATE       | DESCRIPTION |
|------------|-------------|
| 11-25-2024 | 100% CD SET |
|            |             |
|            |             |
|            |             |
|            |             |
|            |             |
|            |             |
|            |             |
|            |             |
|            |             |

SHEET  
TITLE:

GENERAL NOTES &  
FOUNDATION  
DETAILS

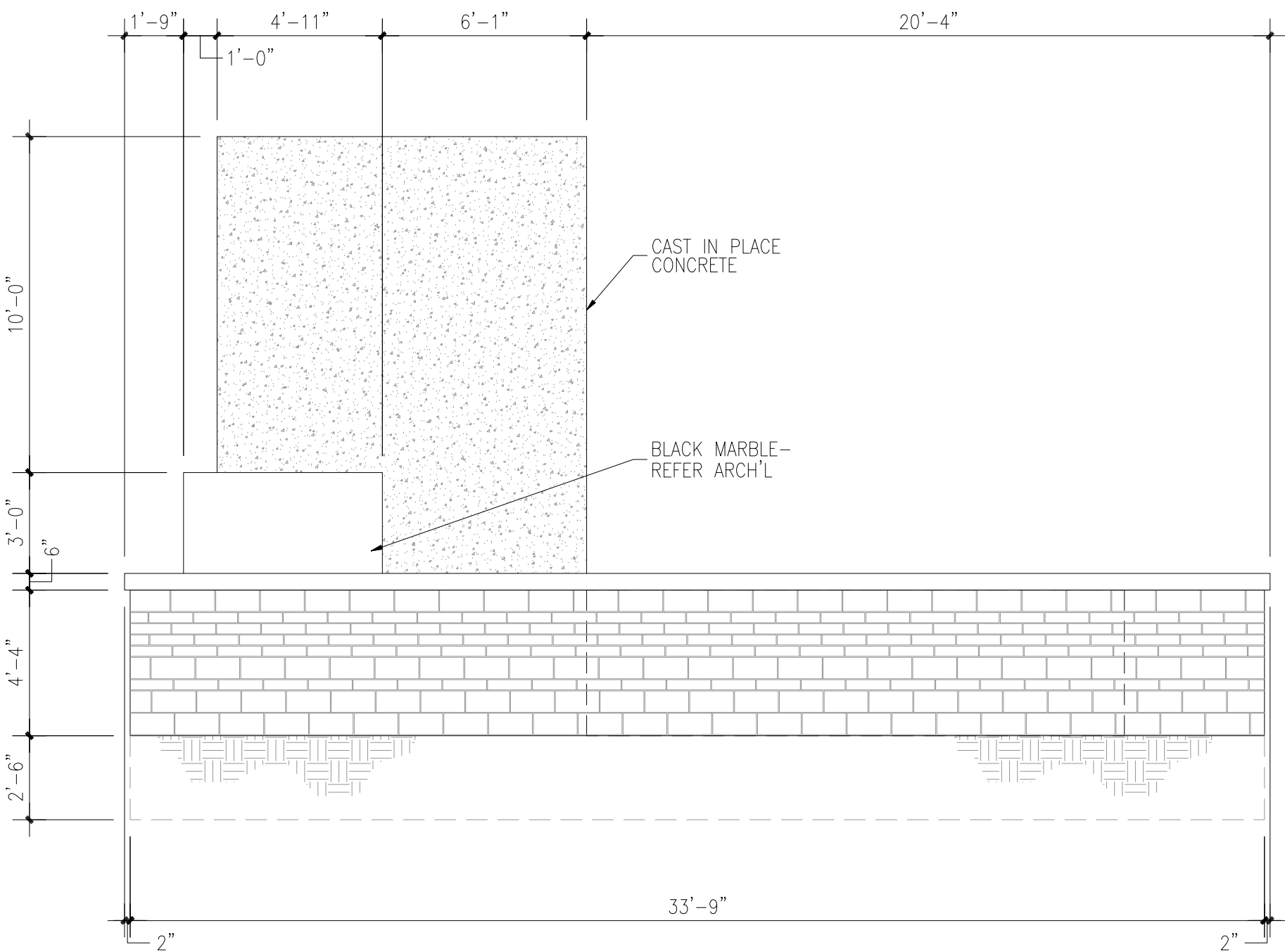
These Drawings and Specifications are to be an instrument of service and shall remain the property of the Landscape Architect. They are not to be used on other projects or extensions to this project except by agreement in writing with the Landscape Architect. The Landscape Architect is not responsible for construction means, methods, sequences or procedures or for safety precautions and programs in connection with the project.

PROJECT NUMBER:

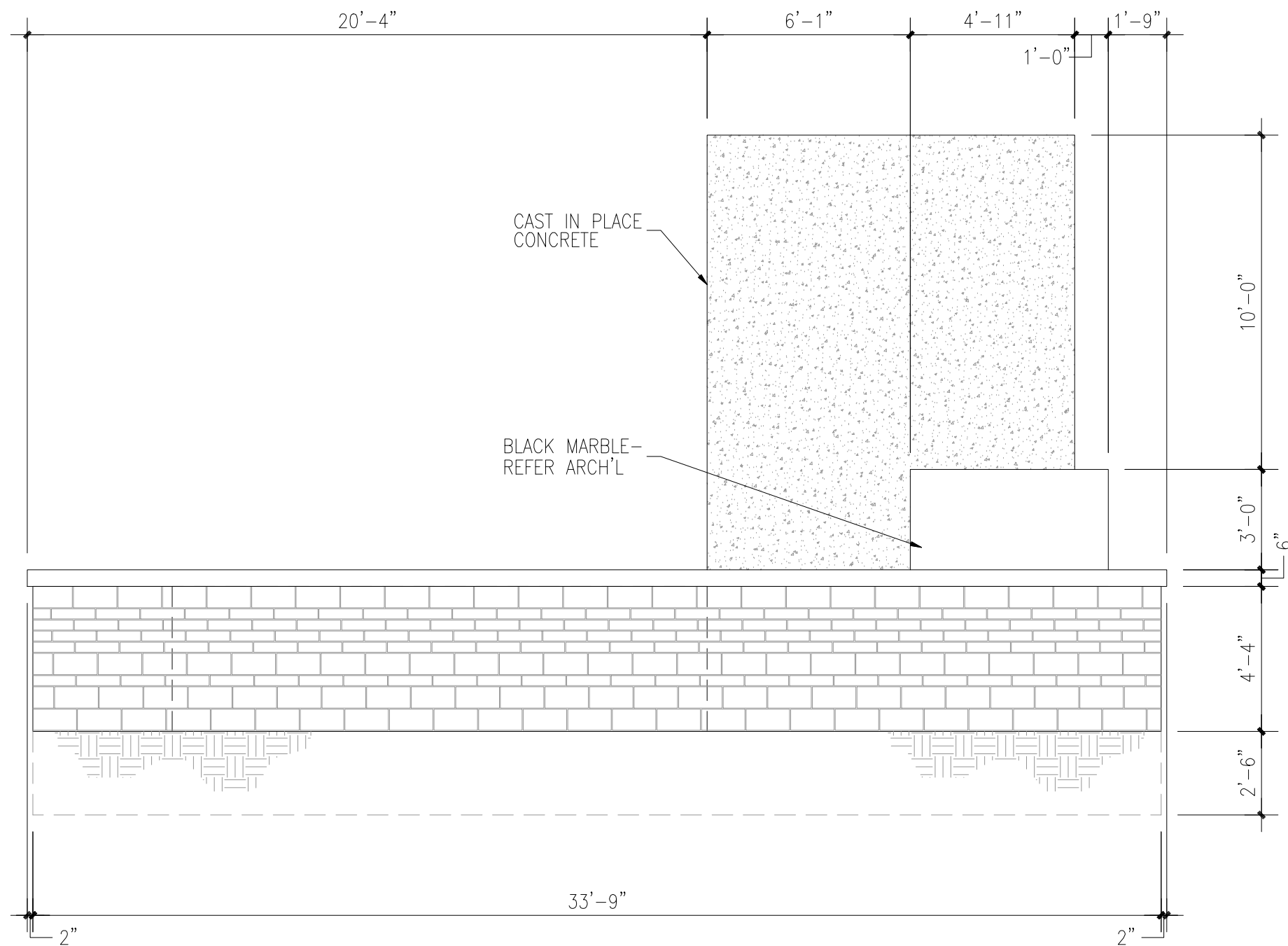
7224

SHEET NUMBER:

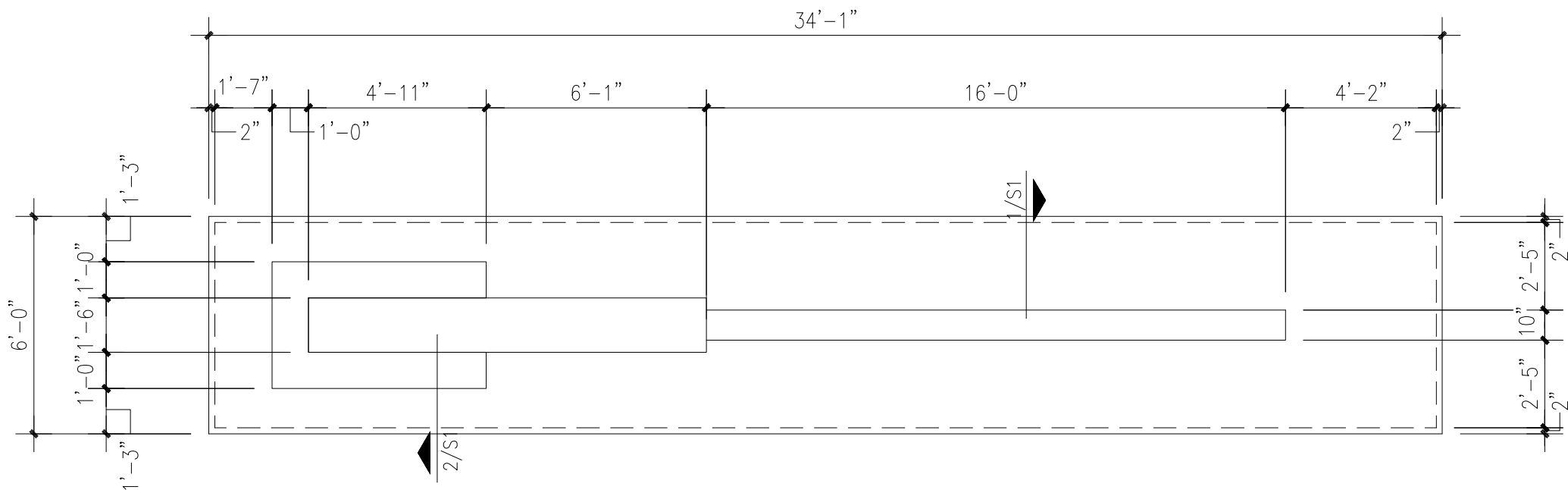
S2



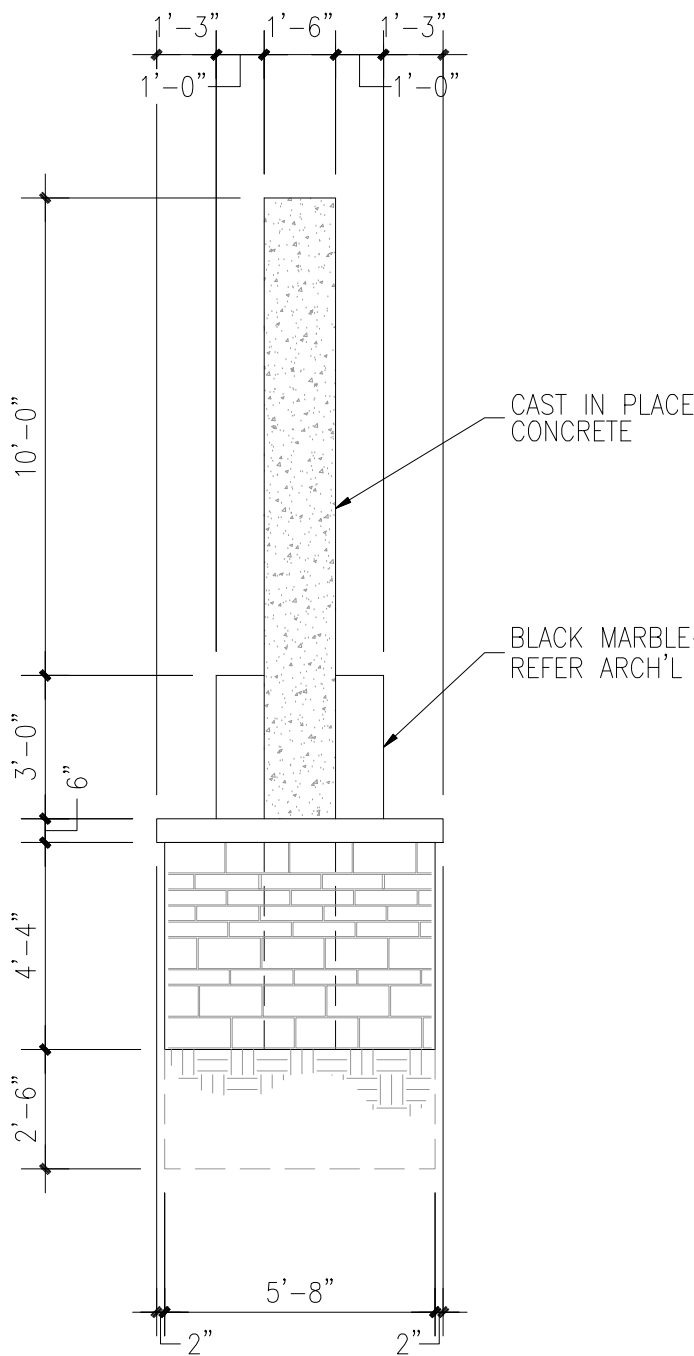
SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



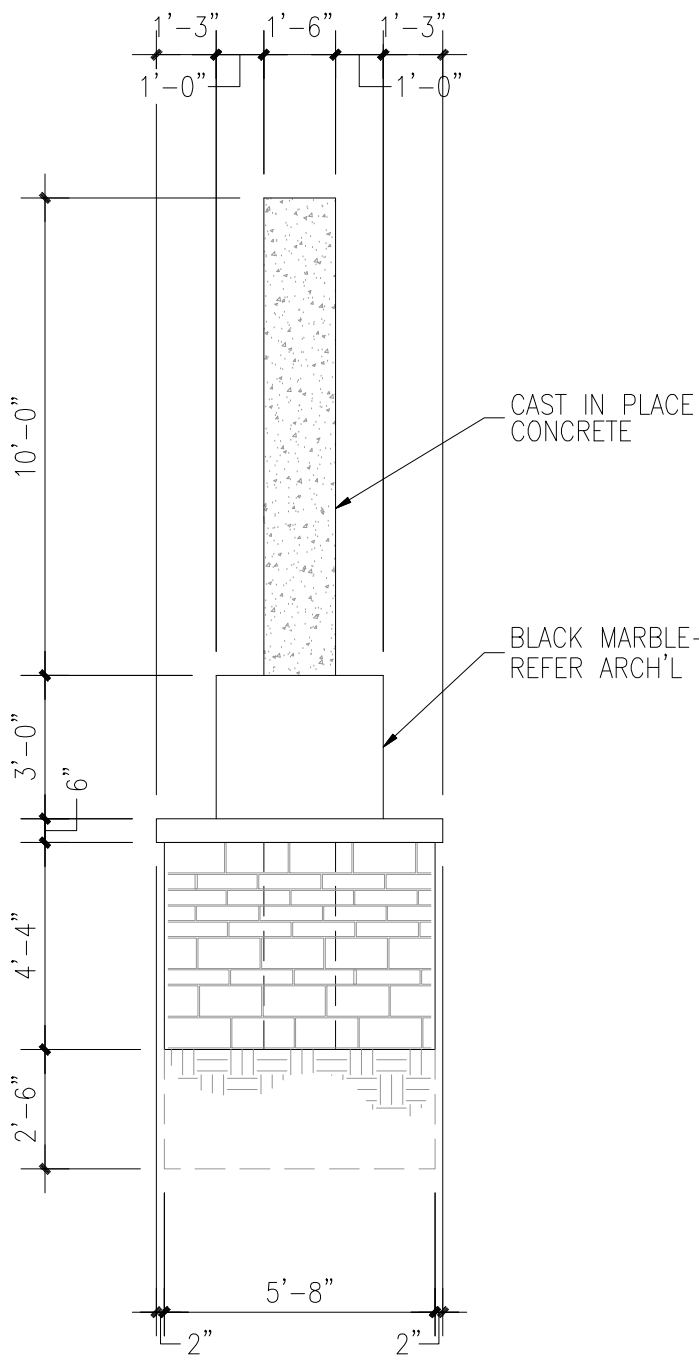
SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

MENDOZA  
ENGINEERING, P.L.L.C.

STRUCTURAL ENGINEERS  
FIRM REGISTRATION #F-10588  
george@mendozaengineering.com

4435 SOUTH JACKSON ROAD SUITE A  
EDINBURG, TEXAS 78539 (956) 631-4906



# Standardized Agenda Request Form

|                                                                                                                                                                                     |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                          |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1256 |  |
| <b>From:</b>                                                                                                                                                                        |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of final payment to FireTrucks Unlimited for the full refurbishment of 2008 Pierce Velocity Unit 566. (Staffed by Fire Department.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                  |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                 |                 |                                                              |  |
| Amount:                                                                                                                                                                             | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                             |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                        |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                       |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                           |                 |                                                              |  |
| Aurelia Carrillo<br>ANTONIO LOPEZ<br>Xavier Salinas                                                                                                                                 |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                   |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approved                                                                                                                                            |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Firetrucks Unlimited                                                                                                                                 |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                              |                 |                                                              |  |

# Sales Invoice

## FIRETRUCKS UNLIMITED

1175 Center Point Dr.  
Henderson, NV 89074  
Phone: (702) 558-3352  
Fax: (702) 558-3352  
Mon-Fri 7am-4pm PST  
FiretrucksUnlimited.com



|              |            |
|--------------|------------|
| INVOICE#     | 25203-1    |
| CUST. PO     |            |
| INVOICE DATE | 10/01/2025 |
| SALES REP    |            |
| SALES #      |            |
| METHOD       |            |
| TERMS        | Net 30     |

## BILL TO

### WESLACO FIRE DEPARTMENT

ATTN: Chief Antonio Lopez  
300 South Bridge Avenue  
Weslaco, TX. 78596

## SHIP TO

### WESLACO FIRE DEPARTMENT

| Qty (UOM) | MFG Item No. | FTU Item No.      | Item Description                                                       | Unit Price     | Ext. Price     |
|-----------|--------------|-------------------|------------------------------------------------------------------------|----------------|----------------|
| 1         |              | 27654             | REFURBISHMENT OF 2008 PIERCE VELOCITY PUMPER, ORIGINAL CONTRACT AMOUNT | \$582,728.00   | \$582,728.00   |
| 1         |              | CHANGE ORDER #1   | CHANGE ORDER #1, APPROVED ON 8/14/24                                   | \$10,750.00    | \$10,750.00    |
| 1         |              | CHANGE ORDER #2.2 | CHANGE ORDER #2.2, APPROVED ON 11/26/24                                | \$11,590.00    | \$11,590.00    |
| 1         |              | CHANGE ORDER #4   | CHANGE ORDER #4, APPROVED ON 5/9/25                                    | \$7,644.00     | \$7,644.00     |
| 1         |              | CREDIT            | DEPOSIT RECEIVED IN JUNE 2024, CHECK# 002491                           | (\$291,364.00) | (\$291,364.00) |
|           |              |                   |                                                                        |                |                |
|           |              |                   |                                                                        |                |                |
|           |              |                   |                                                                        |                |                |

|               |                     |
|---------------|---------------------|
| <b>Total:</b> | <b>\$321,348.00</b> |
|---------------|---------------------|

Thank you for your business!

Page 1 of 1



## ***THE REFURB LEADER!***

Unit 27654 - 2008 Pierce Pumper - Change Order #1  
Change Order Proposal

August 14, 2024

**Prepared For:**

Weslaco Fire Department - TX  
302 South Bridge Avenue  
Weslaco, Texas 78596

**Prepared By:**

FIRETRUCKS UNLIMITED  
1175 Center Point Dr.  
Henderson, NV 89074  
(702) 558-3352  
FiretrucksUnlimited.com



| Contract Item                                                                                                                            | Price    |
|------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>01.20 Shipping</b><br>Firetrucks Unlimited will cover the following shipping:<br>From Weslaco, TX to the FTU campus in Henderson, NV. | \$10,750 |
| <b>Total:</b>                                                                                                                            | \$10,750 |

**Terms & Conditions:**

Quote Valid for 30 Days

Payment Terms: 100% upon Final Inspection

**Accept & Sign:**

Signature:  *Chris Sanchez*

Date: 14-Aug-2024



## ***THE REFURB LEADER!***

Unit 27654 - 2008 Pierce Velocity Pumper - Change Order #2.2  
Change Order Proposal

November 26, 2024

**Prepared For:**

Weslaco Fire Department - TX  
302 South Bridge Avenue  
Weslaco, Texas 78596

**Prepared By:**

FIRETRUCKS UNLIMITED  
1175 Center Point Dr.  
Henderson, NV 89074  
(702) 558-3352  
[FiretrucksUnlimited.com](http://FiretrucksUnlimited.com)



| Contract Item                                                                                                                                                                                                                                                                                                            | Approve?                            | Price |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------|
| <b>01.10 Break Down Apparatus</b><br>The two (2) forward-facing seats and seatbelts shall be removed and disposed of.                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | \$0   |
| <b>01.10 Break Down Apparatus</b><br>The two (2) existing hydraulic hose reels and all associated components shall be removed. The removed hose reels shall be returned to the customer upon completion of the refurbishment. Any remaining mounting holes shall be filled, and all wiring shall be properly terminated. | <input checked="" type="checkbox"/> | \$0   |
| <b>01.10 Break Down Apparatus</b><br>The existing Cascade system located in the forward driver-side compartment (L-1) shall be fully removed and disposed of.                                                                                                                                                            | <input checked="" type="checkbox"/> | \$0   |
| <b>01.10 Break Down Apparatus</b><br>The large chrome trim on the front of the cab, surrounding the headlights, shall be removed and discarded.                                                                                                                                                                          | <input checked="" type="checkbox"/> | \$0   |
| <b>01.10 Break Down Apparatus</b><br>The door lock keypads located on the cab near the front door shall be removed. Any old mounting holes shall be filled.                                                                                                                                                              | <input checked="" type="checkbox"/> | \$0   |
| <b>01.10 Break Down Apparatus</b><br>The large bolts within the forward passenger-side compartment (R-1) shall be removed, and all existing holes shall be properly filled.                                                                                                                                              | <input checked="" type="checkbox"/> | \$0   |
| <b>01.10 Break Down Apparatus</b><br>The interior upholstery trim panels, including those on the back wall, ceiling, B/C pillars, and doghouse, shall be removed.                                                                                                                                                        | <input checked="" type="checkbox"/> | \$0   |

|                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------|
| <b>01.20 Shipping</b><br>Firetrucks Unlimited will cover the following shipping:<br>From Henderson, NV to Weslaco, TX.                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> | \$10,750  |
| <b>05.05 Cooling System Flush</b><br>Cooling system flush will be included with the Radiator and CAC Overhaul.                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | (\$525)   |
| <b>12.20 Steering Gear Box</b><br>This truck has two steering boxes. Both steering gearboxes shall be replaced with a remanufactured gearbox meeting OEM specifications.<br>New Quantity: 2                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | \$4,514   |
| <b>14.06 Batteries</b><br>New batteries have been previously installed by the customer. No batteries will be replaced.                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> | (\$1,445) |
| <b>14.07 Kussmaul Battery Charger</b><br>The new charger will be installed in the existing location.                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> | \$0       |
| <b>14.08 Kussmaul Auto Eject</b><br>The new auto eject will installed in the existing location.                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | \$0       |
| <b>14.15 Warning Lights - Zone A</b><br>A new Whelen NFPA Edge Freedom IV light bar shall be installed. This light bar shall be configured with eight (8) red and two (2) blue forward-facing flashing LED modules, two (2) red rota-beam LED modules on the corners, and two (2) side-facing flashing LED modules. All lenses shall be clear. The layout will match the sample picture provided. | <input checked="" type="checkbox"/> | \$7,052   |
| <b>14.15 Warning Lights - Zone A</b><br>The lower Zone A warning lights shall be replaced with new Whelen 600 Series Rota-Beam lightheads. Two (2) Red/Clear and two (2) Blue/Clear lightheads will be installed with new Black Bezels.                                                                                                                                                           | <input checked="" type="checkbox"/> | \$2,608   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------|
| <p><b>14.19 Warning Lights - Zone B &amp; D (Whelen M Series)</b><br/> The new Whelen M6 lightheads shall be Red/Blue splits with clear lenses and equipped with black bezels.<br/> Two (2) new Whelen M6 Red/Blue split lightheads shall be installed in the Upper Zone B/D sections of the body, positioned near the previous beacon lights.</p>                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> | \$1,010 |
| <p><b>14.19 Warning Lights - Zone B &amp; D (Whelen M Series)</b><br/> The two (2) side-facing lightbars shall removed. Existing mounting holes shall be filled.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | \$0     |
| <p><b>14.19 Warning Lights - Zone B &amp; D (Whelen M Series)</b><br/> New Whelen Ion Series lightheads shall be installed in the upper and lower Zone B/D sections of the body, with configurations as follows:</p> <p>UPPER ZONE B/D LIGHTS:<br/> *Eight (8) Amber LEDs, to be configured for directional signaling.<br/> *Eight (8) Red/Blue split LEDs, to be activated when running code.<br/> *Lights will be divided evenly per side.</p> <p>LOWER ZONE B/D LIGHTS:<br/> *Two (2) Red/White split LED lights.<br/> *Two (2) Blue/White split LED lights.<br/> *The lights will be installed in the rub rails and will be divided evenly per side.</p> <p>All new lightheads shall include black housings. The directional lighting option may not be possible.</p> | <input checked="" type="checkbox"/> | \$5,611 |
| <p><b>14.21 Warning Lights - Zone C (Whelen M Series)</b><br/> The new Whelen M6 lightheads shall be Red/Blue Split with clear lenses and black bezels.<br/> The two existing beacons in the Upper Zone C section shall be removed and replaced with two (2) Whelen M9 Red/Blue split lightheads. These lightheads shall be mounted in a rear-facing position and equipped with black bezels.<br/> The lower Zone C lights shall be mounted in new four-pack bezels with the rear DOT lighting.</p>                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | (\$285) |
| <p><b>14.22 Traffic Advisor</b><br/> A new custom-made Whelen ION 8-lamp LED traffic advisor shall be installed rear of the apparatus. The lights shall be mounted individually across the rear, matching the reference photos provided. The lights shall be controlled inside the cab and accessible to the driver.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> | \$3,456 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------|
| <b>14.23 Clearance/Marker Lighting</b><br>Clearance lights on the upper Zone B, C, and D sections of the body will match the configuration shown in the provided reference photo.                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> | \$0     |
| <b>14.25 Brake, Reverse &amp; Turn Signals (Whelen M Series)</b><br>The rear DOT lighting shall be mounted in a new four-pack black bezel, including the new Zone C Lower lights.                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> | \$0     |
| <b>14.31 Rear Work/Hose Bed Lighting</b><br>Work lights will be installed on the driver and passenger sides, one per side. The new lights will be mounted to the rear-facing wall of the body.                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | \$0     |
| <b>17.09 Replace Switches</b><br>The soft-touch switch labels for the switches located in the driver-side overhead area shall be replaced.                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> | \$729   |
| <b>17.25 Cab Plastic - Inspect &amp; Advise</b><br>The cab plastic, including four (4) cab door panels, shall be inspected for minor cracks and damage. The minor cracks that are found, will be repaired. If any of the plastic paneling is beyond repair, the Purchaser shall be notified in writing. Any approved repairs will incur an extra cost.                                                                                                                                                             | <input checked="" type="checkbox"/> | \$421   |
| <b>17.35 EMS Compartment</b><br>A new aluminum EMS compartment shall be mounted in the location where the forward-facing seats were removed. The compartment dimensions shall be 54 inches in height, 40 inches in width, and 24 inches in depth. The compartment shall feature a single drop-down style black netting to secure items stored within. The EMS compartment shall be finished in grey Zolatone to match the cab interior. A single clear white LED strip light shall be installed on the door frame. | <input checked="" type="checkbox"/> | \$5,999 |
| <b>17.45 Mirrors</b><br>The cab mirrors (2) shall be replaced with new Retractable west-coast style remote-controlled mirrors.                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | \$2,398 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|
| <b>17.52 Grab Rails Cab</b><br>The four (4) existing grab handles on the cab shall be replaced with LED-lit grab handles. The LED lighting shall be blue, and the new handles shall match the length of the previous handles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> | \$1,712  |
| <b>17.56 Cab Modifications</b><br>The existing light tower, including the three protective shrouds and electrical connections, shall be removed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | \$2,430  |
| <b>17.56 Cab Modifications</b><br>The damage on the passenger side of the front bumper shall be repaired.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> | \$1,620  |
| <b>18.30 Grab Rails Body</b><br>The six (6) existing grab handles on the body shall be replaced with LED-lit grab handles. The LED lighting shall be blue, and the new handles shall match the length of the previous handles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> | \$2,587  |
| <b>18.46 Coffin Compartments</b><br>Four (4) new painted smooth aluminum coffin compartments with hinged diamondplate swing overhead doors shall be fabricated and installed two (2) on each side above the side compartments. Doors will be held open with gas-charged cylinders and secured with twist-style spring latches. The aluminum surface will be painted the job color to match the body.<br>(Approximate Size: 167-inches long x 19-inches tall x 13-inches wide)                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> | \$20,990 |
| <b>18.54 Rear Body Modifications</b><br>The following Rear Body Modifications shall be performed:<br><br>*The rear body wall of the body shall be modified from recessed to flat back style. The existing rear compartment and rear discharge shall be adjusted to align with the new rear wall configuration.<br><br>*A new full-length slide-out tray, with a maximum weight capacity of 500 lbs, shall be installed in the rear compartment.<br><br>*Inside the rear compartments (L-3 and R-3), new rear walls will be made to close off each compartment.<br><br>*A new 8-inch tapered rear bumper shall be fabricated and installed. The bumper shall be constructed from diamond plate material and | <input checked="" type="checkbox"/> | \$28,620 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------|
| <p>designed with a 45-degree taper at both corners, beginning at the sides of the body and tapering inward. (Reference Unit 2122 - Whatcom)</p> <p>*The stepping surfaces, grab handles, and lighting placement shall be configured to match the reference photo provided by the customer. Three (3) new fold-down steps will be installed to match the reference photo provided. A new aluminum anti-slip step will be installed step beneath the hose bed. The rear lighting shall remain M6 Series lights.</p>                                                                                                                                                                                       |                                     |           |
| <p><b>18.58 Hosebed Walls</b></p> <p>The height of the hose bed walls shall be raised to align flush with the cab, increasing the height by approximately 8 to 10 inches.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | \$3,704   |
| <p><b>18.70 Ladder Rack</b></p> <p>The existing ladder rack system on the passenger side of the body, including all associated wiring and accessories, shall be removed and disposed of. Any existing mounting holes shall be covered or filled accordingly. The old switches and controls shall be removed.</p>                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> | \$9,180   |
| <p><b>18.90 Diamond Plate Cleaning &amp; Polishing</b></p> <p>The diamondplate surfaces will no longer be polished.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | (\$8,400) |
| <p><b>18.94 Ground Ladders Storage Tunnel</b></p> <p>A new aluminum storage tunnel with stainless steel channel rails shall be designed and fabricated to accommodate one (1) 24-foot extension ladder, one (1) 14-foot roof ladder, one (1) 10-foot attic ladder, and two (2) pikes. The tunnel shall feature Teflon on the bottom rail for ease of use. It shall be mounted on the passenger side of the body, to the right of the water tank, with the ladder tunnel extending approximately 12 inches into the pump house. Modifications to certain plumbing and pump house structures shall be made as necessary to allow for required clearances. (Note: Ladders and pikes are not included.)</p> | <input checked="" type="checkbox"/> | \$14,164  |
| <p><b>19.47 Black Trim Package</b></p> <p>Black Vortex coating shall be applied to all exterior diamond plate surfaces, including the diamond plate on the front bumper, top lip of the front bumper, cab step wells below each door, the rear wall of the cab, pump panel area including hose bed troughs, body trim, the new rear bumper, and the rear-center portion of the body. All surfaces shall be thoroughly cleaned and prepped before coating application.</p>                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> | \$14,780  |

|                                                                                                                                                                                                                                            |                                     |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------|
| <b>19.65 Paint Code(s) and Layout</b><br>The customer has provided the following paint codes to be used:<br>Akzo Blue Code: FLNA51759<br>Akzo Charcoal Gray Met Code: FLNA96156<br>(Paint layout will match the sample pictures provided.) | <input checked="" type="checkbox"/> | \$0     |
| <b>19.70 Reflective Striping</b><br>The reflective striping shall match the provided sample photos provided.                                                                                                                               | <input checked="" type="checkbox"/> | \$0     |
| <b>19.75 Chevrons</b><br>The rear chevron colors shall be Red and Lemon Yellow, matching the provided sample photos.                                                                                                                       | <input checked="" type="checkbox"/> | \$0     |
| <b>19.80 Lettering &amp; Graphics</b><br>The customer shall provide the necessary graphic files for the new graphics application. All graphics must be submitted at the start of the paint process.                                        | <input checked="" type="checkbox"/> | \$0     |
| <b>20.28 Pump Test</b><br>Note: The apparatus failed the initial pump test. The pump shall be re-tested once it is reassembled.                                                                                                            | <input checked="" type="checkbox"/> | \$0     |
| <b>20.50 Pump Panels</b><br>The hose tray trough on the passenger side shall be repaired.                                                                                                                                                  | <input checked="" type="checkbox"/> | \$810   |
| <b>20.50 Pump Panels</b><br>The Pump Panels on all three sides shall be coated in Black Vortex protective coating. Panels shall be cleaned and prepped prior to coating application.                                                       | <input checked="" type="checkbox"/> | \$5,038 |
| <b>22.05 Water Level Gauge</b><br>The water level gauge shall be replaced with a new FRC LED TankVision water level gauge. The new gauge shall have a new sending unit installed.                                                          | <input checked="" type="checkbox"/> | \$1,312 |

|                                                                                                     |                                     |            |
|-----------------------------------------------------------------------------------------------------|-------------------------------------|------------|
| <b>Contingency</b><br>** This is for internal processing and will not appear on the change order ** | <input checked="" type="checkbox"/> | (\$89,250) |
| <b>Rental</b><br>** This is for internal processing and will not appear on the change order **      | <input checked="" type="checkbox"/> | (\$40,000) |

**Terms & Conditions:**

Quote Valid for 30 Days

Payment Terms: 100% upon Final Inspection

**Accept & Sign:**

Signature:  Chief Antonia Lopez

Date: 26-Nov-2024





## ***THE REFURB LEADER!***

Unit 27654 - 2008 Pierce Velocity Pumper - Change Order #4  
Change Order Proposal

May 8, 2025

**Prepared For:**

Weslaco Fire Department - TX  
302 South Bridge Avenue  
Weslaco, Texas 78596

**Prepared By:**

FIRETRUCKS UNLIMITED  
1175 Center Point Dr.  
Henderson, NV 89074  
(702) 558-3352  
FiretrucksUnlimited.com

| Contract Item                                                                                                                                                                              | Price   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>05.15 Radiator &amp; Charge Air Cooler Overhaul</b><br>The existing Radiator, Transmission Cooler & Charge Air Cooler are unservicable due to conditions. All will need to be replaced. | \$7,644 |
| <b>Total:</b>                                                                                                                                                                              | \$7,644 |

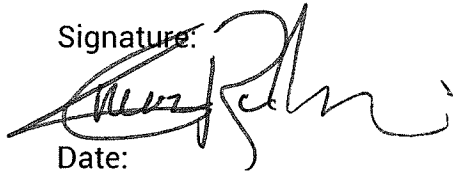
**Terms & Conditions:**

Quote Valid for 30 Days

Payment Terms: 100% upon Final Inspection

**Accept & Sign:**

Signature:



Date:

5-8-15



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                            |  |                                                              |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------|-------------------------------|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                 |  | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1268 |                               |
| <b>From:</b>                                                                                                                                                                                                                               |  |                                                              |                               |
| <b>Subject:</b><br>Discussion and consideration to authorize staff to enter into negotiations with Valley Risk Consulting for the purpose of finalizing enrollment costs with Blue Cross Blue Shield. (Staffed by Assistant City Manager.) |  |                                                              |                               |
| <b>Background:</b>                                                                                                                                                                                                                         |  |                                                              |                               |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                        |  |                                                              |                               |
| Amount:                                                                                                                                                                                                                                    |  | Term of Impact:                                              | Identified in Current Budget: |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                    |  |                                                              |                               |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                               |  |                                                              |                               |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                              |  |                                                              |                               |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                  |  |                                                              |                               |
| ADELAIDA VEGA<br>Xavier Salinas<br>Xavier Salinas                                                                                                                                                                                          |  | Created                                                      |                               |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                          |  |                                                              |                               |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                               |  |                                                              |                               |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                |  |                                                              |                               |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                     |  |                                                              |                               |



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                     |                 | <b>Agenda Item No. (to be assigned by CSO):</b><br>2025-1270 |  |
| <b>From:</b>                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of Ordinance 2025-28 amending Ordinance 2016-16 codified as Chapter 38 Cemetery General Regulations regarding monument size. First reading of Ordinance 2025-28. (Staffed by Parks and Recreation Department.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Ordinance - First Reading                                                                                                                                                                           |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                      |                 |                                                              |  |
| ADELAIDA VEGA<br>OMAR RODRIGUEZ<br>Xavier Salinas                                                                                                                                                                                                              |                 | Created/Initiated<br>New                                     |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                              |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Attachments, if any:</b><br>O2025-28 amend headstone size to 60x16                                                                                                                                                                                          |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                         |                 |                                                              |  |

**ORDINANCE NO. 2025-28**

**AMENDING ORDINANCE 2016-16 THE CITY OF WESLACO CEMETERY GENERAL REGULATIONS CODIFIED AS CHAPTER 38 AMENDING SECTION 38-8 MONUMENTS SIZE PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER MATTERS WITH RESPECT THERETO.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO TEXAS THAT:**

**SECTION 1.**

City of Weslaco Ordinance 2016-16 adopted May 3, 2016 established rules and regulations to be enacted for the orderly management of the Weslaco City Cemeteries and codified as Chapter 38 Cemeteries.

**SECTION 2.**

Ordinance 2016-16 is hereby amended for the approved size of a double headstone as follows:

**CHAPTER 38 – CEMETERIES**

Sec. 38-8. Monuments and memorial benches.

(a) Monuments.

(1) Markers shall be flat.

(2) There will be an installation permit fee; fee amount will be as listed in the current approved master fee schedule.

(3) **Approved size of headstone is:**

a. Single plot: 24 × 12 inches or 28 × 12 inches.

b. **Double plot: 60 x 16 inches**

**SECTION 3.** All other provisions of Ordinance No. 2016-16 not expressly amended herein shall remain in full force and effect.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions.

**SECTION 5.** This ordinance shall become effective after second reading and publication as required by law.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Commission on this 8<sup>th</sup> day of October 2025.

**PASSED AND APPROVED** on second reading at a regular meeting of the City Commission this 8th day of \_\_\_\_\_ 2025.

**CITY OF WESLACO**

\_\_\_\_\_  
Adrian Gonzalez **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Norma A. Cantu, **CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Benjamin Castillo, **INTERIM CITY ATTORNEY**



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>October 8, 2025                                                                                                                                                                                                                                                                                                                                                                     |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2025-1274 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve Resolution 2025-66 authorizing the sale of City-owned real property being approximately 9.688 acres, more or less, out of Farm Tract 828, West Tract Subdivision, Hidalgo County, Texas, along Mile 5 North Road, and further authorizing the Mayor to execute all documents necessary to effectuate the sale. (Staffed by Assistant City Manager.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Resolution<br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| JUANITA VALLEJO<br>Xavier Salinas<br>Xavier Salinas                                                                                                                                                                                                                                                                                                                                                            |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>Approve as recommended by staff.                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Contract, R2025-66 sale of land                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |

11-04-2024



**NOTICE: Not For Use For Condominium Transactions**

- 1. PARTIES:** The parties to this contract are \_\_\_\_\_ City of Weslaco \_\_\_\_\_ (Seller) and \_\_\_\_\_ Jose Sandoval \_\_\_\_\_ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
- 2. PROPERTY:** Lot \_\_\_\_\_ Block \_\_\_\_\_  
WEST TRACT 9.688AC BEING AN IRR TR-E407.92'-W663.22'-N1210.73' EXC N209.42'-E208' FT 828 7.09AC NET Addition,  
City of \_\_\_\_\_ Weslaco \_\_\_\_\_, County of \_\_\_\_\_ Hidalgo \_\_\_\_\_  
Texas, known as \_\_\_\_\_ 0 W 34th Street \_\_\_\_\_ 78596 \_\_\_\_\_  
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).
- RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
- 3. SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing. . . . . \$ 220,000.00  
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,  
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. . . . . \$ \_\_\_\_\_
- C. Sales Price (Sum of A and B) . . . . . \$ 220,000.00
- D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C.  
If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between \_\_\_\_\_ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ \_\_\_\_\_ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.
- 4. LEASES:**
- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☐ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:  
☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.  
☒ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within 3 days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- 5. EARNEST MONEY AND TERMINATION OPTION:**
- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to \_\_\_\_\_ Capital Title Wesalco \_\_\_\_\_ (Escrow Agent) at 1311 W Expy 83 Suite J, Weslaco, TX 78596 (address); \$ 2,000.00 as earnest money and \$ 1,000.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ \_\_\_\_\_ to Escrow Agent within \_\_\_\_\_ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

TREC NO. 9-17



Contract Concerning

0 W 34th Street, Weslaco, TX 78596

Page 2 of 10 11-04-2024

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 45 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME:** Time is of the essence for this paragraph and strict compliance with the time for performance is required.
6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Capital Title Co (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
  - (2) The standard printed exception for standby fees, taxes and assessments.
  - (3) Liens created as part of the financing described in Paragraph 3.
  - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
  - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
  - (6) The standard printed exception as to marital rights.
  - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
  - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 45 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- ☐ (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Initialed for identification by Buyer JS and Seller JS

TREC NO. 9-17

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object, except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

## E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.
- Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
- If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer JS and Seller AL

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): \_\_\_\_\_

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

#### 7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

#### E. SELLER'S DISCLOSURE:

- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.

Initialed for identification by Buyer JS and Seller AZ

TREC NO. 9-17

Contract Concerning 0 W 34th Street, Weslaco, TX 78596

Page 5 of 10 11-04-2024

(Address of Property)

- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt. If Seller is aware of any of the items above, explain (attach additional sheets if necessary): \_\_\_\_\_

**8. BROKERS AND SALES AGENTS:**

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

**9. CLOSING:**

A. The closing of the sale will be on or before 15 days after option finishes, \_\_\_\_\_, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

**10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

**11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) \_\_\_\_\_

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

- (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
- (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the Sales Price (check one box only); and
- (c) an amount not to exceed \$ \_\_\_\_\_ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

Initialed for identification by Buyer JS and Seller AB

TREC NO. 9-17

(Address of Property)

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.**18. ESCROW:**

- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer JS and Seller AK

TREC NO. 9-17

Contract Concerning 0 W 34th Street, Weslaco, TX 78596  
(Address of Property)

Page 7 of 10 11-04-2024

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: \_\_\_\_\_

To Seller at: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail/Fax: eddie.sandoval.email@yahoo.com

E-mail/Fax: \_\_\_\_\_

E-mail/Fax: \_\_\_\_\_

E-mail/Fax: \_\_\_\_\_

With a copy to Buyer's agent at:  
eric@bettercalleric.com

With a copy to Seller's agent at: \_\_\_\_\_

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum for Section 1031 Exchange
- ☐ Other (list): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- 23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's  
Attorney is: \_\_\_\_\_Seller's  
Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Initialed for identification by Buyer JS and Seller JS

TREC NO. 9-17

Contract Concerning 0 W 34th Street, Weslaco, TX 78596 Page 8 of 10 11-04-2024  
(Address of Property)

EXECUTED the 10 day of **September**, 20 25 (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Signed by:  
Jose Sandoval  
Buyer  
Jose Sandoval

[Signature] [Signature] wcc 9/2/25  
Seller  
City of Weslaco

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-17. This form replaces TREC NO. 9-16.

TREC NO. 9-17



Contract Concerning 0 W 34th Street, Weslaco, TX 78596 Page 9 of 10 11-04-2024  
(Address of Property)

**BROKER INFORMATION**  
(Print name(s) only. Do not sign)

**Eric Real Estate Group, LLC** **9005844** **Bic Realty** **233354**  
Other Broker Firm License No. Listing Broker Firm License No.

represents ☒ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

represents ☐ Seller and Buyer as an intermediary  
☒ Seller only as Seller's agent

**ERIC ISMAEL JIMENEZ** **0661577** **Andrew Rigney** **0823494**  
Associate's Name License No. Listing Associate's Name License No.

Team Name  
**eric@bettercalleric.com** **(956)292-4500**  
Associate's Email Address Phone

Team Name  
**rigneyrealtor@gmail.com** **(956)388-0627**  
Listing Associate's Email Address Phone

Licensed Supervisor of Associate License No.  
**305 E 10th St**  
Other Broker's Address Phone

Licensed Supervisor of Listing Associate License No.  
**3910 W. Freddy Gonzalez Dr.** **(956)383-6295**  
Listing Broker's Office Address Phone

**San Juan** **TX** **78589**  
City State Zip

**Edinburg** **TX** **78539**  
City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee  
☐ \$\_\_\_\_\_ or ☒ 2.000 % of the Sales Price). This disclosure is for informational purposes and does not  
change the previous agreement between brokers to pay or share a commission.

TREC NO. 9-17



Contract Concerning \_\_\_\_\_

0 W 34th Street, Weslaco, TX 78596

Page 10 of 10 11-04-2024

(Address of Property)

## OPTION FEE RECEIPT

Receipt of \$ 1006.00 (Option Fee) in the form of CK # 1790  
is acknowledged.Escrow Agent Capital Title WeslacoDate 9/10/25

## EARNEST MONEY RECEIPT

Receipt of \$ 2000.00 Earnest Money in the form of CK # 1790  
is acknowledged.Escrow Agent Capital Title of Texas  
1311 W. Expressway 83, Suite J  
Weslaco Texas 78596Received by [Signature]Email Address vaquiere@ctot.comDate/Time 9/10/25Address 956-246-4230

Phone \_\_\_\_\_

844-791-6269 FAX

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Fax \_\_\_\_\_

## CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Capital Title of Texas  
1311 W. Expressway 83, Suite J  
Weslaco Texas 78596Received by [Signature]Email Address vaquiere@ctot.comDate 9/10/25Address 956-246-4230

Phone \_\_\_\_\_

City 844-791-6269 FAX

State \_\_\_\_\_

Zip \_\_\_\_\_

Fax \_\_\_\_\_

## ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_

Received by \_\_\_\_\_

Email Address \_\_\_\_\_

Date/Time \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Fax \_\_\_\_\_

TREC NO. 9-17

SANDOVAL CAPITAL GROUP LLC  
PO BOX 580  
PROGRESO TX 78579

1790  
88-1544/1149

9-10-25

Date

CHECK ARMOR  
FRAUD PROTECTION

Pay to the  
Order of

Capital Title

\$ 3,000.00/x

Three thousand, and 00/100

Dollars



Photo  
Safe  
Deposit  
Details on back

Rio  
BANK

GT# 25-884801-WC/6079

For

Earnest money 7 AC Weslaco

*[Signature]*

MP

⑆114915447⑆1790 1314769⑆

## **RESOLUTION NO. 2025-66**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE SALE OF CERTAIN CITY-OWNED REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SALE.

WHEREAS, the City of Weslaco is the record owner of approximately 9.688 acres of land, more or less, being out of Farm Tract 828, West Tract Subdivision, Hidalgo County, Texas, according to the deed recorded in Document No. 2010-2072029 of the Official Records of Hidalgo County, Texas ; and

WHEREAS, the City has determined that the property is not needed for municipal purposes and that the sale is in the best interest of the City and its residents; and

WHEREAS, the City has entered into a real estate contract with the buyer, Jose Sandoval, for the purchase of the property , and the title company requires formal authorization by resolution to close the transaction ; and

WHEREAS, the City Commission desires to authorize the Mayor to execute all documents necessary to complete the conveyance of the property on behalf of the City of Weslaco.

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

1. The City Commission hereby approves the sale of approximately 9.688 acres of land, more or less, being out of Farm Tract 828, West Tract Subdivision, Hidalgo County, Texas, as more fully described in the deed records of Hidalgo County and the title commitment issued in connection with this transaction.
2. The Mayor of the City of Weslaco is hereby authorized and directed to execute, on behalf of the City, all documents necessary to complete the sale and conveyance of said property, including the deed and all closing documents, and to take such further action as may be required to effectuate the intent of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED on this 8<sup>th</sup> day of October, 2025.

**CITY OF WESLACO**

---

Adrian Gonzalez, **MAYOR**

**ATTEST:**

---

Norma A. Cantu, **CITY SECRETARY**

**APPROVED AS TO FORM:**

---

Benjamin Castillo, **INTERIM CITY ATTORNEY**