

AGENDA

CITY OF TAYLOR, TEXAS

CITY COUNCIL MEETING

CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

NOVEMBER 16, 2023, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

A MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

A. Arbor Day Proclamation

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

1. Approve minutes from the November 9, 2023 regular Council meeting. (Dianna McLean)
2. Consider Ordinance 2023-56 adopting regulations for protection of the city logo and city seal. (Jeff Jenkins/Mark Schroeder)
3. Consider Ordinance 2023-57 Amending the Fiscal Year 2023 Budget. (Jeff Wood)
4. Consider Ordinance 2023-58 granting to ONCOR Electric Delivery Company, LLC, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Taylor (Brian LaBorde)
5. Consider the purchase of a replacement fire department ladder truck. (Chief Baum/Nicole Oman)
6. Consider Resolution R23-41 expressing official intent to reimburse for certain costs related to the City's water and wastewater system, Parks and Recreational facilities and other related items. (Jeff Wood)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

7. Consider approving award for the request for qualifications (RFQ) for programing, planning, design, and construction administration for the Doris Roznovak Aquatic Center reconstruction project and authorize City Manager to negotiate a contract with selected firm. (Tyler Bybee)
8. Discuss and consider action on Ordinance 2023-40 Referendum. (Mark Schroeder/Jeff Jenkins)
9. Consider starting a Charter Committee and provide direction on the appointment process. (Jeff Jenkins)
10. Consider Resolution R23-38 casting votes for Williamson Central Appraisal District (WCAD) Board of Directors. (Dianna McLean)
11. Consideration and Possible Action on Bid Award for the construction of the FM 619 waterline relocation and airport lift station improvements projects (Jim Gray/Jacob Walker/Troy St. Tours)

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular session.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City 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 authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act and 551.072 To conduct deliberations regarding the purchase, exchange, lease, or value of real property.

- a. Settlement Agreement in Cause No 22-1443-CC2, City of Taylor v. Prophet Capital
- b. Quannah Partners/Taylor Industrial Park Public Improvement District (PID)

Reconvene into regular/open session and take any action.

- 12. Consideration and possible action on Resolution R23-35 authorizing and creating the Quannah Partners/Taylor Industrial Park Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code. (Tom Yantis)
- 13. Consider and take possible action on Resolution R23-40 authorizing Mayor to execute the dissolution agreement for Quannah Partners/Taylor Industrial Park Public Improvement District (PID). (Tom Yantis)

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on November 13, 2023 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

Posted By: Rocio Lopez Date 11/13/2023
Rocio Lopez, Executive Assistant, on behalf of Dianna McLean, City Clerk

Proclamation

ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Brandt Rydell, Mayor of the City of Taylor, do hereby proclaim November 16th, 2023 as

ARBOR DAY IN THE CITY OF TAYLOR

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Proclaimed this 16th day of November, 2023.

Brandt Rydell, Mayor
City of Taylor



City Council Meeting

November 16, 2023

Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 1

Agenda Title: Approve minutes from the November 9, 2023 regular Council meeting.

Council Action to be taken: Approve by consent or approve with corrections if needed

Department Submitted: City Clerk

Staff Contact: Dianna McLean

1. PURPOSE/DESCRIPTION

Pursuant to the Open Meetings Law, Chapter 551, Local Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the Minutes of each City Council meeting must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

N/A

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

[1a. Agenda November 9, 2023 Minutes.doc](#)

City of Taylor
Regular City Council Meeting Minutes
Taylor City Hall, Council Chambers, 400 Porter Street
NOVEMBER 9, 2023, 6:00 P.M.

Mayor Rydell declared a quorum and called the meeting to order at 6:00 pm with the following present:

Mayor Pro Tem Anderson
Council Member Robert Garcia
Council Member Mitch Drummond
Council Member Dwayne Ariola
Mayor Brandt Rydell

Brian LaBorde, City Manager
Jeffery Jenkins, Deputy City Manager
Tom Yantis, Assistant City Manager
Mark Schroeder, City Attorney
Rocio Lopez, Executive Assistant

A MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/RECOGNITIONS

A. Recognition of Geumcheon-Gu Korea delegation.

Mayor Rydell informed the audience that the proclamation was presented earlier that day to the Geumcheon-gu Korean delegation, as they would not be able to stay for the meeting.

Mayor Rydell asked City Manager, Brian LaBorde to speak about the recent water main break. Mr. LaBorde spoke about the progress and how city staff have been working to make the repairs. Mr. LaBorde asked Chris Malinowski with HDR to provide a recap and where the repairs currently stand. Mr. Malinowski commended Sam Thomas and the Utility Maintenance crew for jumping in and begin the repairs. A welding contractor from Dallas was hired to repair the water line. The repairs will continue to work on Friday.

Councilman Ariola asked for Mr. Laborde to investigate how this occurred and if it could have been prevented. He thanked Mr. LaBorde for the updates.

Mr. Laborde thanked Jim Gray and Public Works staff. Mayor

Mayor Rydell thanked Jim Gray and the Public Works staff on behalf of the Council.

CITIZENS COMMUNICATION

1. Channing Kingery-Boles, 321 N. Main St.- regarding her efforts to purchase and reopen the Howard Theatre
2. Regina Baker, 504 Sams St. – inclusion

CONSENT AGENDA

1. Approve minutes from the October 26, 2023 regular Council meeting.
2. Concur with preliminary financials for September 2023.
3. Consider Ordinance 2023-53, PZ-2023-1861, regarding a request to amend the zoning of approximately 3.649 acres of land generally located at 701 Carlos G. Parker Blvd. NW from Local Business District (B-1) to General Business District (B-2).
4. Consider Ordinance 2023-54, PZ-2023-1862, regarding a request to amend the zoning of approximately 2.382 acres of land generally located at 3609 E 4th Street NW from General Business District (B-2) to Light Industrial District (M-1).

5. Consider approving agreement with Stacey Osborne for communications services and authorize the City Manager to execute this agreement.
6. Consider a lease-purchase contract for a Mauldin Commercial Paver.
7. Consider amending the annexation development agreement between the City of Taylor and Larry and Mary Ann Zimmerhanzel.
8. Consider Resolution R23-39 accepting Petitions for Release from the Taylor Extraterritorial Jurisdiction.

Motion was made by Mayor Pro Tem Anderson to approve the consent agenda items as presented.

Motion was seconded by Councilmember Garcia. Motion carried unanimously.

PUBLIC HEARINGS / ORDINANCES

9. Conduct a public hearing on the creation of the Quannah Partners/Taylor Industrial Park Public Improvement District (PID) within the municipal boundaries of the City of Taylor, Texas in accordance with the provisions of Chapter 372 of the Texas Local Government Code. Tom Yantis, Assistant Director, stated that these were the steps required prior to the creation of the public improvement district.

Mayor Rydell opened the public hearing at 6:17 pm.

With no public interest the public hearing was closed at 6:17 pm.

10. Introduce Ordinance 2023-56 adopting regulations for protection of the city logo and city seal. Jeff Jenkins, Deputy City Manager, made a presentation regarding the need for standards and use of the city seal.

Councilmember Ariola asked if staff have examples of citizens trying to use the logo.

Mr. Jenkins said there are past instances where it has been used, but this would be for future use, and it would be reviewed case by case.

Mr. LaBorde provided examples of a Vape Shop and a tattoo parlor that was using the logo.

Mayor Pro Tem Anderson asked if this was to protect the brand?

Mr. Jenkins said yes, and it would be to prevent confusion, mainly to prevent others using the logo to send mail or appear that the city is endorsing their business.

The City Attorney read the caption of the ordinance.

ORDINANCE NO. 2023-56

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, ADOPTING REGULATIONS FOR PROTECTION OF THE CITY LOGO AND CITY SEAL AND PROHIBITING THE UNAUTHORIZED USE THEREOF; PROVIDING FOR THE LICENSING OF THE CITY LOGO AND CITY SEAL IN CERTAIN CIRCUMSTANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

No action was taken.

11. Introduce Ordinance 2023-57 Amending the Fiscal Year 2023 Budget. *Mr. Wood introduced the final fiscal year 2023 budget amendment.*

Councilmember Ariola had a question regarding the amount not spent by the Parks and Rec director, Tyler Bybee. Mr. Wood explained that the costs were going to be more involved, and those projects have been pushed off.

The City Attorney reads the caption of the ordinance.

ORDINANCE NO. 2023-57

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2023-36 ADOPTED ON AUGUST 10, 2023 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AND OTHER CITY FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

No action was taken.

12. Introduce Ordinance 2023-58 granting to ONCOR Electric Delivery Company, LLC, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways, and public property of the City of Taylor

Mr. LaBorde, City Manager, gave the presentation regarding the Oncor agreement. He also mentioned that Oncor representative Armando Perez was in attendance should the council have any questions.

Councilmember Garcia asked about why the 11 poles.

Mr. Perez came to the podium and introduced Danny Talamantes, Manager in the Regulatory Department, who was involved in the agreement discussions. Mr. Perez said that the number of poles was done prior to him working at Oncor. It reflects the number of poles that Oncor can maintain per emergency work order requests.

Councilman Garcia wanted to commend Armando Perez and Oncor for what they do.

The City Attorney reads the caption of the ordinance.

ORDINANCE NO. 2023-58

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF TAYLOR, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

No action required.

13. Introduce Ordinance 2023-59 amending Ordinance 2023-52, Strength of Force. (LaShon Gros)

LaShon Gros, HR Director made the presentation as the reason why amending the ordinance to add 3 police officer positions (from 18 to 21) as the Police Department did not receive the grant.

Councilmember Ariola wanted to know the levels of the positions. Mrs. Gros explained they would be three entry level positions.

Councilmember Garcia wanted to stress that the city was adding more police officers.

The City Attorney reads the caption of the ordinance.

ORDINANCE NO. 2023-52

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS PRESCRIBING THE CLASSIFICATIONS FOR POLICE OFFICER AND FIREFIGHTER POSITIONS AND THE MAXIMUM NUMBER OF POSITIONS IN EACH CLASSIFICATION.

No Action required.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

14. Consider Ordinance 2023-55 amending the City of Taylor Code of Ordinances Chapters 2, 21, 24, Appendix A, and Appendix B, adopting a new land development code including subdivision regulations, sign regulations, and zoning regulations and rezoning all properties within the city limits and adopting a new zoning map.

Tom Yantis spoke about the summary that details the changes recommended by the commission. Mr. Yantis also wanted to thank the representatives of Simplecity and the city staff.

Sandra Wolff, 1511 Frank Street commended the council for all they have done. She also wanted to mention that the city should not use Austin as a model, but to be environmentally techno green.

Councilmember Ariola commented on the process but had a question about amending the Taylor Made Land Development Code before making the changes in the Engineering Manual, as they go together hand in hand. He asked that the city take a pause to review and make sure this was moving in the right direction. He also mentioned the City of Bastrop council members who are interested in assisting the City of Taylor in the process. He stated that he would be willing to meet with them.

Councilmember Drummond agrees on moving forward with the process. He thanked Simplecity for their work.

Councilmember Garcia said he met with a Councilmember from Bastrop who provided input. He then related those suggestions to Tom Yantis who has incorporated the changes in the document. He commended Tom Yantis for his work.

Mayor Pro Tem Anderson expressed how he didn't understand why the City of Bastrop want to get involved with the City of Taylor. He stated that he will not want to go to Bastrop to meet with that council. He feels that the Bastrop Councilmember was given sufficient time, 13 minutes to express his concerns, and he is looking forward in passing the ordinance.

The motion was made by Councilmember Drummond

The motion was seconded by Mayor Pro Tem Anderson. The motion passed 4 to 1.

15. Receive Presentation on Updates to the Engineering Manual as part of the Land Development Code Process.

HDR Engineer, Jacob Walker gave the presentation of the highlights to the engineering manual.

Mayor Pro Tem Anderson asked if he worked with city staff. Mr. Walker confirmed that he collaborated with Simplecity and city staff to make sure terminology and references are the same.

Councilmember Ariola was glad to see these updates. This is the meat and potatoes for anyone trying to build here in Taylor. While the previous item details the user requirements, and the engineering manual tells you how to build it.

Councilmember Garia commended Mr. Walker for his work on the engineering manual.

Mayor Rydell asked Mr. Walker why Austin was used a point of reference. Mr. Walker responded by stating that most contractors are familiar with their building specifications regarding water and sewer. And noted that TxDot was followed on some of their roadway specifications. However, he also pointed out that at the end, everything was Taylor specific.

Mayor Pro Tem Anderson asked that by adopting both the code and the Engineering Manual will that affect the current projects.

Mr. Yantis says there are deadlines for submitting applications and the next deadline is in December, and those projects would need to follow the adopted Engineering Manual. Those applications approved in November will fall under the old engineering manual.

Sandra Wolff 1511 Frink Street, spoke to Mr. Walker in regard to comparing to Austin standards. When was the last time Austin updated their standards. They have made mistakes.

The motion was made by Councilmember Ariola.

The motion was seconded by Councilmember Drummond. The motion passes unanimously.

16. Consider executing professional service contracts for the Bull Branch Sanitary Sewer Improvement Project

Jacob Walker, HDR Engineer, provided background information on the project. Then Jim Gray, Public Works Director presented the costs for the project.

The motion was made by Councilmember Garcia.

The motion was seconded by Mayor Pro Tem Anderson. The motion passes 5 to 0.

MAYOR READS EXECUTIVE SESSION ITEMS

The City of Taylor City Council convened in Open Session, declared a quorum on November 9, 2023 and has posted an Official Agenda indicating the possible need for an Executive Session. The Council will now adjourn into Executive Session pursuant to the Texas Open Meetings Act, Government Code Sections:

- 551.071, to consult with the City Attorney regarding the matter in which duty of the Attorney with City conflicts with the Open Meetings Act.
- 551.072, to conduct deliberations regarding the purchase, exchange, lease, or value of real property.

Mayor Rydell read the executive session item and adjourned into closed session at 7:33 pm.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City 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 authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act, and Section 551.072 To conduct deliberation regarding the purchase, exchange, lease, or value of real property.

- a. Petition for release from ETJ
- b. Fire Station #2 appraisal
- c. Settlement Agreement in Cause No 22-1443-CC2, City of Taylor v. Prophet Capital

Mayor Rydell reconvened into open session at 7:48 pm. No action was taken.

ADJOURN

With no further business Mayor Rydell declared the meeting adjourned at 7:48 pm.

Brandt Rydell, Mayor

ATTEST:

Rocio Lopez, Executive Assistant



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☐ Quality of Life

☒ Economic Vitality

Agenda Item #: 2

Agenda Title: **Consider approving Ordinance 2023-56 an ordinance adopting regulations for protection of the city logo and city seal and prohibiting unauthorized use.**

Council Action to be taken: Introduce Ordinance 2023-56

Department Submitted: City Management/City Attorney

Staff Contact: Jeff Jenkins, Deputy City Manager
Mark Schroeder, City Attorney

1. PURPOSE/DESCRIPTION

This agenda item is to consider approving Ordinance 2023-56, which adopts regulations to protect the usage of the city logo and the city seal. Also, this ordinance would provide for the licensing of the city logo and city seal in certain circumstances.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Currently, the city does have a logo usage guide, which focuses mostly on the appearance of the logo when used. The guide does have some guidance on non-city organization usage; however, this ordinance provides additional guidance on approved usages, prohibited usages and what happens if there is an unlawful usage of the ordinance. This ordinance also covers the city seal usage as well, which is not addressed in the logo usage guide.

This ordinance was drafted based upon a similar ordinance used by the City of Saginaw to help protect the unauthorized usage of the city logo. Council should consider adopting this ordinance to protect the usage of the logo and seal.

The logo has been submitted for trademark with the state and it's currently under review.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Protects logo and seal. • Provides additional guidance on usage • Provides enforcement mechanism	• NA

4. RECOMMENDATION

Staff recommends Council approve the ordinance.

5. FUNDING SOURCE

N/A

6. TIMELINE

NA

7. OTHER OPTIONS (In order of preference)

Council can modify ordinance.
Chose not to move forward.

8. ATTACHMENTS

- 2a. [Ordinance 2023-56](#)
- 2b. [Taylor Logo Usage Guidelines](#)
- 2c. [PowerPoint](#)

ORDINANCE NO. 2023-56

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, ADOPTING REGULATIONS FOR PROTECTION OF THE CITY LOGO AND CITY SEAL AND PROHIBITING THE UNAUTHORIZED USE THEREOF; PROVIDING FOR THE LICENSING OF THE CITY LOGO AND CITY SEAL IN CERTAIN CIRCUMSTANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas is a home rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Taylor, Texas owns a logo that contains the name “Taylor, Texas” in a unique, green and black cursive script; and

WHEREAS, the City of Taylor, Texas owns a city seal that is circular and unique to the City of Taylor; and

WHEREAS, the City of Taylor, Texas has a substantial interest in protecting its logo and seal from unauthorized use to avoid consumer and resident confusion.

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

SECTION 1.

That the City of Taylor Code of Ordinances is hereby amended by adding a new Article to Chapter 19—MISCELLANEOUS, to be numbered VI., which said Article reads as follows:

“ARTICLE VI. CITY LOGO AND CITY SEAL

Sec. 19-100 Definitions.

City logo means the logo used by the City of Taylor, including any cut, facsimile or reproduction thereof, which consists of a cursive script which reads “Taylor Texas” and “City of Taylor TX” in green and black as set forth below:



City seal means a seal that is circular with the words “City of Taylor County of Williamson” inside the outer circle with a star and “T E X A S” in the inner circle; and or similar insignia, including any cut, facsimile, or reproduction thereof and the face of which is substantially as set forth below:



Sec. 19-101. Custodian.

The City Manager or his/her designee is the custodian of the city logo and city seal.

Sec. 19-102. Use of city logo or city seal for official use.

- (a) The city logo and city seal are the property of the City of Taylor.
- (b) The city logo and city seal may be used by city employees and elected or appointed city officials in connection with the performance of official city business or city sanctioned events, including but not limited to placement of

the city logo on city vehicles, equipment, stationery, the city flag, department websites, handouts for city training sessions, city brochures, city presentations, city uniforms and city issued articles of clothing, department news releases, city-sponsored or adopted events, and city memorabilia used to promote the city.

- (c) The city clerk or the city's clerk designee is authorized to use the city seal on any ordinance, resolution, proclamation, commendation, certificate or other instrument approved by the city council or executed by the mayor or other city officials and to use the city logo to authenticate official documents in the conduct of official city business.

Sec. 19-103. Other approved uses.

- (a) The City Manager may approve other uses of the city logo or city seal by any person for the following purposes provided that such use promotes the interests of the city and is not detrimental to the image of the city:
 - (1) In an encyclopedia, dictionary, book, journal, pamphlet, periodical, magazine or newspaper incident to a description or history of the city logo or city seal;
 - (2) In a library, museum or educational facility incident to descriptions or exhibits relating to the city logo or the city seal;
 - (3) In a theatrical, motion-picture, television, or similar production exhibited for a historical, educational or other non-commercial purpose.
- (b) Before any person is allowed to use the city logo or any city seal pursuant to this section, the person must:
 - (1) Agree that the proposed use of the city logo or city seal shall conform to the permitted uses set forth in the preceding subsection;
 - (2) Submit samples of all documents, goods, and other materials upon which the city logo or city seal is to be used sufficient to demonstrate that the proposed use of the city logo or city seal is a faithful reproduction and has not been altered in any manner; and
 - (3) Acknowledge the right of the city, at all reasonable times, to inspect any item upon which the city logo or city seal is used to ensure that the

city logo or city seal is being used appropriately in an unadulterated form.

- (4) Execute an agreement approved by the city attorney containing such terms as the city attorney may require.
- (c) Approval to use the city logo or city seal shall not be assignable or transferable.
- (d) The approval to use the city logo or city seal under this section shall be limited to only the event or item for which the approval is granted.
- (e) If a person who is authorized to use the city logo or city seal pursuant to this section breaches any provisions of the agreement for its use, the city attorney shall serve written notice of such breach upon the person with a demand to take appropriate and immediate affirmative action to cure such breach. Any failure to cure the breach to the city's satisfaction shall be grounds for the city's termination of permission to use the city logo or city seal and the city attorney shall pursue all steps reasonably necessary to restrain the improper use of the city logo or city seal.
- (f) The city may revoke a person's previously authorized use of the city logo or city seal upon finding false or inaccurate information was submitted by the person to the city or that he violated any provision of this division.

Sec. 19-104. Prohibited uses.

The use of the city logo or city seal by any person for the following uses is specifically prohibited:

- (1) In support or opposition of any candidate for elective office, referendum, initiative, or ballot measure or in any candidate or committee campaign literature.
- (2) In connection with any advertisement or promotion for any product, business, organization, or service whether offered for sale, profit, or without charge.
- (3) On any written or printed material designed, calculated, intended or likely to confuse, deceive or mislead the public or cause the reader of such written

or printed material to believe it to be an official city publication, including circulating or distributing any such written or printed material or to suggest or assert any city support or endorsement of any product, goods, or services.

Sec. 19-105. Offense.

It shall be unlawful for any person to use the city logo or city seal in violation of this section.

Sec. 19-106.-19-110. - Reserved.”

SECTION 2.

That this ordinance shall be cumulative of all other ordinances of the City of Taylor and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 3.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences , paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

That all rights or remedies of the City of Taylor, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding the unauthorized use of either the City Logo or the City Seal that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all

pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each violation of this ordinance.

SECTION 6.

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, *Chapt. 551, Tex. Gov't. Code*.

SECTION 7.

The City Secretary of the City of Taylor is hereby directed to publish at least twice in the official newspaper of the City of Taylor, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 8.

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk

APPROVED AS TO FORM:

Mark J. Schroeder, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-56, passed and approved by the City Council of the City of Taylor, Texas, on the ____ day of _____, 2023, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office on this ____ day of _____, 2023.

Dianna McLean
City Clerk

City of Taylor

Logo Guidelines



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Introduction

This guide is intended to communicate our core values with a unified identity, which strengthens our community brand. We have adopted a new visual identity which honors our rich heritage while conveying our future outlook for the city. This guide creates a framework whereby anyone wishing to use the logo can do so with a unified look.

How to use this guide

There are numerous occasions where city departments or city organizations will have varying needs in designing materials for print, web and other media. This guide includes chapters that address the various visual elements and styles used in different media and the guidelines for their use. If you have any questions or comments please feel free to contact us. Your input is valued.

Logo Use

Logo Components

The logo consists of the following:

1. Taylor, Texas logotype
2. Banner with City of Taylor TX

The logo came into use in October 2014. All elements comprise the logo and should never be used separately except for special instances which are shown below.

Use of the logo by non-City of Taylor entities must be approved by the City of Taylor. See contact information on page 18 of this guide about making requests to use this logo.



LOGO



LOGO W/O BANNER



LOGO GREYSCALE



LOGO BLACK & WHITE

General Use

This logo must be used in as clean and simple a design as possible. The logo should not be outlined or used with drop shadow.

The logo will only be used in its intended fashion. Angling, additional or changed colors, or additional graphic elements covering or touching the logo are not permitted outside of what is listed in this guideline.

Localization

Translation or localization of the City of Taylor logo is not allowed. The City of Taylor logo with its attached logotype may be used in English only.

Referencing

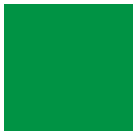
When referenced in writing, the City of Taylor name should appear in the same typeface as the body copy. No effort should be made to stylize the name in a typeface other than the one already being used in the body copy in which the City of Taylor name is being referenced.



The clear space requirement is designed to maintain the integrity of the logo. This ensures visibility & legibility. No other text or images should be placed in this area. The 'r' in Taylor is the "x-height" and is the basis for the clearance measurement.

General Colors

The optimal use of the City of Taylor logo is with any of the listed colors below, depending on the type format. Changing colors outside what is specified in this document is not permitted.



C 85
M 10
Y 100
K 10



PMS
361 U



PMS 362
C



C 0
M 0
Y 0
K 50



PMS
430 C



PMS
422 U

File formats and size

The City of Taylor logo should not be used in a size so small that it becomes illegible. Please use your best judgment when sizing the logo.

The minimum size for regular logo is approximately 1.5 inches in width.



WRONG

CORRECT

LOGO VERSIONS AND RULES

Logo versions with tag lines are primarily used for their respective entities. Use of other entities logos requires permission from the holder or Taylor Marketing Team for the Taylor Made Texas logo.



CITY OF TAYLOR



TAYLOR ECONOMIC DEVELOPMENT
CORPORATION



TAYLOR ISD



TAYLOR CHAMBER OF
COMMERCE

Logo on Colors

When the City of Taylor logo is used on colors other than white, the logo can be made all white or all black or in a variation utilizing the color on a black background.

Use your judgment to ensure the logo is prominent on colors. In some instances, all black may be best and in other instances, an all-white logo would be optimal.



LOGO



LOGO W/O BANNER



LOGO GREYSCALE



LOGO BLACK & WHITE

City of Taylor Seal

A City Seal design can be used by the City of Taylor as an additional branding element. All other potential uses must be approved beforehand by the Public Information Officer.



Approved Typefaces

To ensure consistency, readability and a professional appearance, these fonts are to be used for City of Taylor printed or paper publications (such as reports, letters, pamphlets, forms, or advertisements) and web pages. As an integral part of Taylor's brand the following Franchise and Berthold Akzidenz Grotesk should be used. These fonts are Taylor's unique handwriting and add emphasis to the personality of this new identity. Please refer to the following samples for usage.

FRANCHISE

ABCDEFGHIJKLMNOPQRSTUVWXYZ

WXYZ 1234567890

BERTHOLD AKZIDENZ GROTESK LIGHT

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

BERTHOLD AKZIDENZ GROTESK REGULAR

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

BERTHOLD AKZIDENZ GROTESK BOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

BERTHOLD AKZIDENZ GROTESK ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

BERTHOLD AKZIDENZ GROTESK MEDIUM ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz 1234567890

BERTHOLD AKZIDENZ GROTESK BOLD ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Headers

FRANCHISE should be used for
headers

Body Copy in Letterhead

Berthold Akzidenz Grotesk Regular 11 pt. is recommended (If Berthold Akzidenz is unavailable use Helvetica).

Secondary Typefaces

Secondary fonts are for use when more than one typeface is required for a design or publication.

Berthold Akzidenz Grotesk is the suggested secondary typeface for use when more than one font is required.

Do Set Type

- In upper and lower case
- Left justified
- With plenty of surrounding white space

Do Not Set Type

- In all capitals, except for **FRANCHISE**
- That has been condensed or expanded
- In other typefaces

Stationary Sample

To ensure consistency, readability and a professional appearance, these fonts are to be used for City of Taylor printed or paper publications (such as reports, letters, pamphlets, forms, or advertisements) and web pages.



HEADER

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Sed rhoncus elit in purus vehicula convallis. Quisque iaculis libero nec quam hendrerit, quis eleifend tortor dapibus. Cras sagittis arcu et libero elementum, ut pretium arcu ullamcorper. Curabitur a ante et nisl consectetur tincidunt et eget nibh. Vivamus a rutrum augue, vitae volutpat nibh. Praesent mi dolor, condimentum quis metus eu, porta maximus turpis. Sed at mauris non enim ultrices euismod non ac sapien. Nam arcu sapien, tempus id nulla ut, tincidunt tincidunt ipsum. Fusce at sem gravida, lobortis dolor eu, consequat lorem. Phasellus pharetra mi ligula, vel malesuada ipsum scelerisque sed. Nunc pharetra sem sit amet lectus porttitor ullamcorper.

Cras pulvinar dolor et iaculis lobortis. Phasellus feugiat bibendum viverra. In non lorem gravida, convallis urna vitae, elementum justo. Cras lobortis erat nec odio scelerisque, et convallis augue tincidunt. Mauris non mi tristique, elementum arcu gravida, imperdiet eros. Interdum et malesuada fames ac ante ipsum primis in faucibus. Ut fermentum lacus eu leo sodales bibendum. Integer mollis consectetur ipsum. Ut at fermentum ipsum. Morbi vel felis euismod, maximus lorem vitae, finibus lorem. Morbi enim ipsum, gravida rutrum erat vel, aliquet vulputate odio.

HEADER 2

Donec pellentesque dolor venenatis nisl commodo, ut rutrum ex varius. Praesent vitae orci sodales, egestas sem in, posuere ex. Lorem ipsum dolor sit amet, consectetur adipiscing elit. Duis posuere hendrerit nunc, vel blandit massa commodo sit amet. Class aptent taciti sociosqu ad litora torquent per conubia nostra, per inceptos himenaeos. Cum sociis natoque penatibus et magnis dis parturient montes, nascetur ridiculus mus. Integer hendrerit pellentesque ipsum, sit amet accumsan metus pulvinar eget. Mauris commodo mattis egestas. Aenean semper tristique augue ac semper. Ut eu eros vel justo sodales ornare eu semper metus. Praesent purus lectus, faucibus eget eros laoreet, lacinia viverra libero. Quisque lorem ligula, ullamcorper eu nunc lobortis, finibus rhoncus dolor. Donec aliquet tellus at libero fringilla, in porttitor nisl posuere.

Sed elementum turpis sed ligula euismod, at lobortis massa scelerisque. Duis iaculis ornare tellus sit amet facilisis. Mauris sed pulvinar risus. Vestibulum faucibus porttitor est vitae consequat. Etiam bibendum diam a dapibus pulvinar. Integer sagittis luctus diam, id egestas justo interdum sit amet. Sed ac augue efficitur, rhoncus sapien id, facilisis quam. Sed eu dui eu est scelerisque vestibulum. Nunc ullamcorper pulvinar mauris, eu ultrices sem lacinia eu. Aliquam vel malesuada nibh, quis blandit eros.

WWW.TAYLOR.TX.GOV

400 PORTER ST. TAYLOR, TX 76574
512.352.3675

Stationary Example

Electronic Slides

For projected Power Point slides, fine text on web pages, and character-generator text for television, Franchise, Berthold Akzidenz Grotesk, or Helvetica fonts should be used. When creating a Power Point slide, please consider the context in which it will be used. In a dark room, a dark background with light colored text will be most readable. In a light room (i.e., the Council Chambers), dark text on a light background is the most readable.

The example shown below is the standard template that should be used for all presentations.



Power Point Example

Logo use on other items

Logo on merchandise and other items should be consistent with all guidelines specified herein. When designing your particular piece of merchandise, please be aware of the following:

- The logo must not be combined with other graphics such as photographs or illustrations.
-
- Reproduce the logo in correct colors according to the guidelines
 - Always work with licensed vendors when purchasing merchandise with the logo on it

The City of Taylor has a licensing program that regulates the use of its marks on items such as T-shirts, caps, key chains, mugs, pens, etc. The licensing process ensures that the City's symbols and marks are used appropriately and only on products approved by the City. All requests for merchandise containing the City logo must go through the Public Information Officer.

Use by Non-City Organizations & Businesses

The logo is to be used for City of Taylor sponsored messages or for messages co-sponsored by the City of Taylor.

Guidelines:

- The logo is not to be used by a business unless in the context of a co-branding effort or campaign that the City has approved. The City of Taylor does not provide endorsements for specific businesses.
- All uses of the logo must be approved by the City of Taylor
- Proportion of the original image must be maintained to prevent distortion
- The logo should not be used in political campaign messages or other materials of a partisan nature in political campaigns
- Unacceptable uses of any City of Taylor logo, word mark or seal:
 - A. Stationary or any paper products not licensed by the City of Taylor
 - B. Obscene, graphic, violent, or sexually suggestive uses, materials or businesses
 - C. Uses that would disparage or damage the image of the city
 - D. Use on food items, health-related items or alcoholic beverages

Improper Use of Logo

Use your best judgment to ensure the logo is prominent on all colors in all graphical situations. There should be no additional graphical elements that would interfere with the linear quality of the City of Taylor logo.

The logo cannot be altered in any way, either by resizing separate elements or changing the colors unless specified in this guidance.

The City of Taylor logo should not be used on a brightly colored or heavily patterned background.

Contact Information

For questions and electronic files please contact:

Public Information Officer
City of Taylor
512-352-5448

When making a request for the logo, the following information is needed:

- 1.The Specific document, web page, advertisement, merchandise item, etc. of which the logo will appear.
- 2.Description of ad copy or document in which it will be used.
- 3.Specify color or black and white version of logo
- 4.Dimensions of logo as it appears on item to determine proper version 5.Software used and logo file type needed

Ordinance for Logo and City Seal

11/16/2023



Overview

City Logo and City Seal Ordinance

- *Proposed ordinance would provide guidance on the following:*
 - *Custodian of the city logo and seal is City Manager or his/her designee*
 - *Guidance of city logo and city seal for official usage*
Example: city flag, city vehicle, city brochures, presentations
 - *City Clerk use of city seal on official city business documents*
 - *Other approved logo usages allowed with City Manager approval that promotes the city and not detrimental to the image of the city*
Example: books, pamphlets, library, museum, television
 - *Provides for prohibited usages*
Example: ad for products, printed materials, political
 - *Provides for enforcement provision for unauthorized usages*



Next Steps

- *Council consider the recommendation*
- *Ordinance presented at a future meeting for adoption consideration*



Questions





City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 3
Agenda Title: **Consider Ordinance 2023-57 Amending the Fiscal Year 2023 Budget**

Council Action to be taken: Adopt Ordinance 2023-57

Department Submitted: Finance Department

Staff Contact: Jeff Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider adopting Ordinance 2023-57 amending the FY2023 Budget. This is the final budget amendment for FY2023.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Council has taken action and approved budget amendments in prior fiscal years. The FY23 budget was originally adopted by Council on September 8, 2022 and amended February 9, 2023, April 27, 2023 and August 10, 2023. Ordinance 2023-57 was introduced on November 9, 2023.

Financial activity during a fiscal year does not always match the anticipated revenues and expenditures approved during the budget development process, and amendments to individual accounts are needed to formally change the budgeted amounts of the affected accounts.

The purpose of this year-end budget amendment is to have the budget closely reflect the actual financial activity that has occurred during FY2023. We accomplish this by adjusting each account and then summarizing those adjustments by budgeting fund/department and category within the department. We have also included amendments for the Capital Improvement/Bond Funds to reflect the activity related to ongoing capital improvements.

There are two attachments to this request:

Ordinance No. 2023-57 – This is the official document that formalizes the adoption of the changes contained in Exhibit A.

Exhibit A – This attachment is part of the ordinance and specifies the items to be amended by fund and category.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Properly account for unplanned/emergency expenditures and the use of donated, grant, and bond funds. • Maintain efficient processing of purchase orders and accounts payable. • Adjust individual accounts to accurately reflect the fiscal year activity in the account. • Recognize unbudgeted revenues received during the fiscal year or anticipated to be received by fiscal year closing.	• If unapproved, accounts will not accurately reflect the activity that has occurred in the account and some accounts would remain over expended. • Additional revenues cannot be spent without amending the expenditure accounts to increase spending levels

4. RECOMMENDATION

Staff recommends that Council adopt Ordinance 2023-57 to amend the FY2023 budget.

5. FUNDING SOURCE

Various funding sources as identified in Exhibit A.

6. TIMELINE

Immediate consideration is requested to allow for proper budget management.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

3a. [Ordinance 2023-57](#)

3b. [Exhibit A – FY23 Budget Amendment #4](#)

ORDINANCE NO. 2023-57

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2023-36 ADOPTED ON AUGUST 10, 2023 MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AND OTHER CITY FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

SECTION 1.0: That the appropriations for the fiscal year beginning October 1, 2022 and ending September 30, 2023, for the support of the general government of the City of Taylor, Texas be amended for said term in accordance with the change in revenues and expenditures shown in the attached Exhibit A.

SECTION 2.0: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2022 and ending September 30, 2023.

SECTION 3.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 9th day of November, 2023.

PASSED, APPROVED, and ADOPTED this the ____ day of _____, 2023.

Brandt Rydell, Mayor

ATTEST:

Dianna Barker, City Clerk

APPROVED AS TO FORM:

Ted Hejl, City Attorney

EXHIBIT A ORDINANCE 2023-57FY 2022-23 YTD
AMENDED BUDGETFY 2022-23 YEAR -
END ACTUALSFY 2022-23 YEAR -
END AMENDMENTS**100 - GENERAL FUND****REVENUES**

310-TAXES	21,144,000	27,670,396	6,526,396
320-PERMITS AND LICENSES	932,800	1,702,705	769,905
330-INTERGOVERNMENTAL REV	594,000	972,442	378,442
340-CHARGES FOR SERVICES	643,800	828,451	184,651
410-FINES AND FORFEITURES	184,500	145,030	(39,470)
420-ASSESSMENTS	15,000	9,877	(5,123)
430-USE OF MONEY AND PROP	169,183	1,162,861	993,678
440-DONATIONS FROM PRIVAT	25,430	193,126	167,696
450-INTERFUND OPERATING T	2,002,282	2,372,139	369,857
460-PROCEEDS GEN FIXED AS	0	5,924	5,924
470-PROCEEDS GEN LONG TER	0	0	0

100 - GENERAL FUND TOTAL REVENUES	\$25,710,995	\$35,062,949	\$9,351,954
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500 - CITY COUNCIL

100 - EMPLOYEE SERVICES	64,492	42,765	(21,727)
200 - OPERATIONAL SUPPLIES	17,603	15,761	(1,842)
300 - FACILITIES OPERATIONS	3,000	2,154	(846)
500 - CONTRACT SERVICE AND FEES	185,000	224,010	39,010
800 - CONTRIBUTION	45,900	14,893	(31,007)

500 - CITY COUNCIL TOTAL	\$315,995	\$299,583	(\$16,412)
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501 - CITY MANAGEMENT

100 - EMPLOYEE SERVICES	639,989	658,396	18,407
200 - OPERATIONAL SUPPLIES	19,502	19,275	(227)
300 - FACILITIES OPERATIONS	2,410	1,893	(517)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,500	1,045	(455)
500 - CONTRACT SERVICE AND FEES	85,498	58,308	(27,190)
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	0	0	0

501 - CITY MANAGEMENT TOTAL	\$748,899	\$738,917	(\$9,982)
------------------------------------	------------------	------------------	------------------

503 - PUBLIC INFORMATION

100 - EMPLOYEE SERVICES	83,176	83,878	702
200 - OPERATIONAL SUPPLIES	9,065	6,156	(2,909)
300 - FACILITIES OPERATIONS	1,210	774	(436)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	0	0	0
500 - CONTRACT SERVICE AND FEES	169,719	164,864	(4,855)
700 - CAPITAL OUTLAY	0	0	0

503 - PUBLIC INFORMATION TOTAL	\$263,170	\$255,671	(\$7,499)
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504 - HUMAN RESOURCES

100 - EMPLOYEE SERVICES	222,821	222,450	(371)
200 - OPERATIONAL SUPPLIES	13,199	11,587	(1,612)
300 - FACILITIES OPERATIONS	610	532	(78)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,000	983	(17)
500 - CONTRACT SERVICE AND FEES	47,417	38,594	(8,823)
700 - CAPITAL OUTLAY	0	0	0

504 - HUMAN RESOURCES TOTAL	\$285,047	\$274,145	(\$10,902)
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505 - CITY CLERK

100 - EMPLOYEE SERVICES	178,091	163,068	(15,023)
200 - OPERATIONAL SUPPLIES	9,650	9,164	(486)
300 - FACILITIES OPERATIONS	610	387	(223)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	0	1,441	1,441
500 - CONTRACT SERVICE AND FEES	8,000	7,204	(796)

505 - TOTAL	\$196,351	\$181,264	(\$15,087)
512 - FINANCE			
100 - EMPLOYEE SERVICES	652,051	678,997	26,946
200 - OPERATIONAL SUPPLIES	5,352	4,125	(1,227)
300 - FACILITIES OPERATIONS	1,210	917	(293)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,930	2,382	452
500 - CONTRACT SERVICE AND FEES	218,585	205,317	(13,268)
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	0	0	0
512 - FINANCE TOTAL	\$879,128	\$891,739	\$12,611
516 - MUNICIPAL COURT			
100 - EMPLOYEE SERVICES	254,384	250,662	(3,722)
200 - OPERATIONAL SUPPLIES	11,506	7,987	(3,519)
300 - FACILITIES OPERATIONS	6,850	6,158	(692)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	3,193	2,800	(393)
500 - CONTRACT SERVICE AND FEES	90,440	83,791	(6,649)
700 - CAPITAL OUTLAY	0	0	0
516 - MUNICIPAL COURT TOTAL	\$366,373	\$351,399	(\$14,974)
522 - DEVELOPMENT SERVICES			
100 - EMPLOYEE SERVICES	999,511	999,891	380
200 - OPERATIONAL SUPPLIES	39,406	27,777	(11,629)
300 - FACILITIES OPERATIONS	5,590	4,226	(1,364)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	10,654	11,177	523
500 - CONTRACT SERVICE AND FEES	1,183,198	1,021,091	(162,107)
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	0	0	0
522 - DEVELOPMENT SERVICES TOTAL	\$2,238,359	\$2,064,163	(\$174,196)
524 - MAIN STREET PROGRAM			
100 - EMPLOYEE SERVICES	104,565	111,845	7,280
200 - OPERATIONAL SUPPLIES	2,782	2,036	(746)
300 - FACILITIES OPERATIONS	610	2,578	1,968
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,585	1,631	46
500 - CONTRACT SERVICE AND FEES	2,586	256	(2,330)
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	0	0	0
524 - MAIN STREET PROGRAM TOTAL	\$112,128	\$118,345	\$6,217
527 - MOODY THEATER			
100 - EMPLOYEE SERVICES	0	0	0
200 - OPERATIONAL SUPPLIES	1,650	1,497	(153)
300 - FACILITIES OPERATIONS	28,930	26,638	(2,292)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	0	0	0
500 - CONTRACT SERVICE AND FEES	1,200	1,200	0
700 - CAPITAL OUTLAY	0	0	0
527 - MOODY THEATER TOTAL	\$31,780	\$29,335	(\$2,445)
527 - PUBLIC LIBRARY			
100 - EMPLOYEE SERVICES	478,800	445,781	(33,019)
200 - OPERATIONAL SUPPLIES	42,725	40,052	(2,673)
300 - FACILITIES OPERATIONS	24,050	18,939	(5,111)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,510	454	(1,056)
500 - CONTRACT SERVICE AND FEES	17,802	15,821	(1,981)
700 - CAPITAL OUTLAY	45,115	40,855	(4,260)
800 - CONTRIBUTION			
532 - PUBLIC LIBRARY TOTAL	\$610,002	\$561,901	(\$48,101)
542 - FIRE			
100 - EMPLOYEE SERVICES	2,934,447	3,047,654	113,207
200 - OPERATIONAL SUPPLIES	111,643	97,800	(13,843)
300 - FACILITIES OPERATIONS	47,000	30,204	(16,796)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	771,268	732,088	(39,180)

500 - CONTRACT SERVICE AND FEES	103,850	102,823	(1,027)
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	0	0	0
542 - FIRE TOTAL	\$3,968,208	\$4,010,570	\$42,362
552 - POLICE			
100 - EMPLOYEE SERVICES	4,150,907	4,128,478	(22,429)
200 - OPERATIONAL SUPPLIES	113,024	121,838	8,814
300 - FACILITIES OPERATIONS	59,445	51,508	(7,937)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	359,005	322,296	(36,709)
500 - CONTRACT SERVICE AND FEES	416,765	306,175	(110,590)
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	20,000	20,000	0
552 - POLICE TOTAL	\$5,119,146	\$4,950,293	(\$168,853)
558 - ANIMAL CONTROL			
100 - EMPLOYEE SERVICES	188,535	187,721	(814)
200 - OPERATIONAL SUPPLIES	6,750	4,302	(2,448)
300 - FACILITIES OPERATIONS	13,500	14,115	615
400 - EQUIPMENT OPERATIONS/MAINTENANCE	20,255	19,464	(791)
500 - CONTRACT SERVICE AND FEES	69,260	68,920	(340)
700 - CAPITAL OUTLAY	0	0	0
558 - ANIMAL CONTROL TOTAL	\$298,300	\$294,522	(\$3,778)
563 - STREET & GROUND MAINTENANCE			
100 - EMPLOYEE SERVICES	1,328,383	1,313,093	(15,290)
200 - OPERATIONAL SUPPLIES	294,021	138,162	(155,859)
300 - FACILITIES OPERATIONS	114,915	106,421	(8,494)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	1,237,453	859,105	(378,348)
500 - CONTRACT SERVICE AND FEES	405,095	352,125	(52,970)
700 - CAPITAL OUTLAY	7,000	7,000	0
563 - STREET & GROUND MAINTENANCE TOTAL	\$3,386,867	\$2,775,907	(\$610,960)
565 - PARKS & RECREATION			
100 - EMPLOYEE SERVICES	658,100	621,170	(36,930)
200 - OPERATIONAL SUPPLIES	146,794	135,799	(10,995)
300 - FACILITIES OPERATIONS	169,162	138,468	(30,694)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	154,420	129,719	(24,701)
500 - CONTRACT SERVICE AND FEES	542,379	179,260	(363,119)
700 - CAPITAL OUTLAY	187,296	51,519	(135,777)
565 - PARKS & RECREATION TOTAL	\$1,858,151	\$1,255,935	(\$602,216)
566 - INTERNAL SVCS/BLDG			
100 - EMPLOYEE SERVICES	340,292	330,399	(9,893)
200 - OPERATIONAL SUPPLIES	29,585	27,595	(1,990)
300 - FACILITIES OPERATIONS	296,517	191,958	(104,559)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	56,624	21,039	(35,585)
500 - CONTRACT SERVICE AND FEES	24,142	21,872	(2,270)
700 - CAPITAL OUTLAY	350,000	1,173	(348,827)
566 - INTERNAL SVCS/BLDG TOTAL	\$1,097,160	\$594,037	(\$503,123)
573-ENGINEERING & INSPECT			
100 - EMPLOYEE SERVICES	0	0	0
200 - OPERATIONAL SUPPLIES	0	0	0
300 - FACILITIES OPERATIONS	0	0	0
400 - EQUIPMENT OPERATIONS/MAINTENANCE	0	0	0
500 - CONTRACT SERVICE AND FEES	350,000	1,002,592	652,592
700 - CAPITAL OUTLAY	0	0	0
573 - ENGINEERING & INSPECT TOTAL	\$350,000	\$1,002,592	\$652,592

575 - INFORMATION TECHNOLOGY (IT)

100 - EMPLOYEE SERVICES	0	1,616	1,616
200 - OPERATIONAL SUPPLIES	2,000	1,985	(15)
300 - FACILITIES OPERATIONS	30,680	30,634	(46)
400 - EQUIPMENT OPERATIONS/MAINTENANCE	0	0	0
500 - CONTRACT SERVICE AND FEES	213,067	217,503	4,436
700 - CAPITAL OUTLAY	0	0	0

575 - INFORMATION TECHNOLOGY (IT) TOTAL **\$245,747** **\$251,738** **\$5,991****592 - NON DEPARTMENTAL**

100 - EMPLOYEE SERVICES	0	0	0
200 - OPERATIONAL SUPPLIES	0	5,590,076	5,590,076
300 - FACILITIES OPERATIONS	0	0	0
400 - EQUIPMENT OPERATIONS/MAINTENANCE	0	0	0
500 - CONTRACT SERVICE AND FEES	435,873	438,461	2,588
600 - DEPRECIATION/BAD DEBT	0	0	0
700 - CAPITAL OUTLAY	0	0	0
800 - CONTRIBUTION	3,008,580	1,210,932	(1,797,648)
900 - DEBT SERVICE	0	0	0

592 - NON DEPARTMENTAL TOTAL **\$3,444,453** **\$7,239,469** **\$3,795,016****TOTAL GENERAL FUND EXPENDITURES** **\$25,815,264** **\$28,141,525** **\$2,326,261****118 - TAX INCREMENT FINANCING FUND #2 (TIF#2)****REVENUE**

TOTAL TIF REVENUE	219,000	159,479	(59,521)
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EXPENDITURE

TOTAL TIF EXPENDITURES	217,000	13,420	(203,580)
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119 - TAX INCREMENT FINANCING FUND (TIF)**REVENUE**

TOTAL TIF REVENUE	625,500	694,429	68,929
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EXPENDITURE

TOTAL TIF EXPENDITURES	439,382	408,719	(30,663)
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120 - HOTEL MOTEL TAX FUND**REVENUE**

TOTAL HOTEL MOTEL REVENUE	245,000	333,895	88,895
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EXPENDITURE

TOTAL HOTEL MOTEL EXPENDITURES	243,250	294,604	51,354
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123 - MAIN STREET REVENUE FUND**REVENUE**

TOTAL MAIN STREET REVENUE	156,825	129,705	(27,120)
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EXPENDITURE

TOTAL MAIN STREET EXPENDITURES	156,825	129,705	(27,120)
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124-CEMETERY LAND & TRUST FD**REVENUE**

TOTAL CEMETERY LAND & TRUST FD REVENUE	0	2,630	2,630
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EXPENDITURE

TOTAL CEMETERY LAND & TRUST FD EXPENDITURES	0	0	0
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125-MUNICIPAL CRT SPECIAL FEE**REVENUE**

TOTAL MUNICIPAL CRT SPECIAL FEE REVENUE	12,550	10,984	(1,566)
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EXPENDITURE

625 - MUNICIPAL COURT BLDG	9,642	2,111	(7,531)
626 - MUNICIPAL COURT TECHNOLOGY	2,300	2,427	127
627 - MUN COURT JUDICIAL	0	0	0

129-LIBRARY GRANT/DONATION**REVENUE**

TOTAL LIBRARY GRANT/DONATION REVENUE	600	40,896	40,296
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EXPENDITURE

TOTAL LIBRARY GRANT/DONATION EXPENDITURES	0	0	0
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140-I & S FOR G O BONDS**REVENUE**

TOTAL I & S FOR G O BONDS REVENUE	4,212,561	4,220,265	7,704
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EXPENDITURE

TOTAL I & S FOR G O BONDS EXPENDITURES	4,213,061	4,209,888	(3,173)
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143-MDUS I&S**REVENUE**

TOTAL MDUS I&S REVENUE	0	0	0
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EXPENDITURE

TOTAL MDUS I&S EXPENDITURES	0	0	0
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144-I&S UTILITY CO'S & BONDS**REVENUE**

TOTAL I&S UTILITY CO'S & BONDS REVENUE	3,361,891	3,361,891	0
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EXPENDITURE

TOTAL I&S UTILITY CO'S & BONDS EXPENDITURES	3,361,891	3,366,728	4,837
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146-I & S FOR AIRPORT CO'S**REVENUE**

TOTAL I&S FOR AIRPORT CO'S REVENUE	107,488	107,488	0
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EXPENDITURE

TOTAL I&S FOR AIRPORT CO'S EXPENDITURES	107,488	107,373	(115)
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147-TUF(STREETS) I&S FUND**REVENUE**

TOTAL TUF STREETS I&S FUND REVENUE	0	0	0
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EXPENDITURE

TOTAL TUF STREETS I&S FUND EXPENDITURES	0	0	0
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162-GENERAL CAPITAL IMPROVEME**REVENUE**

TOTAL GENERAL CAPITAL IMPROVEMENT REVENUE	0	880,203	880,203
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EXPENDITURE

TOTAL GENERAL CAPITAL IMPROVEMENT EXPENDITURES			
500	0	47,815	47,815
561	0	0	0
566	0	0	0
576	0	0	0
577	0	0	0

637	0	74,429	74,429
653	0	0	0
657	0	0	0
661	0	0	0
679	0	0	0
685	0	75,616	75,616
694	0	662,798	662,798
802	0	23,344	23,344
901	0	86,928	86,928
902	0	0	0

164-MDUS IMPROVEMENT PROJECTS

REVENUE

TOTAL MDUS IMPROVEMENT PROJECTS REVENUE	0	127,860	127,860
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EXPENDITURE

TOTAL MDUS IMPROVEMENT PROJECTS EXPENDITURES

509 - MISC DRAINAGE	0	0	0
510 - MUSTANG CK TRIBUTORY	0	0	0
515 - MDUS 8 PROJ DESIGN	0	0	0
565 - EDMOND ST PH 1 MDUS	0	0	0
814 - HOLLY SPRINGS	0	0	0

165-2013 COMBINATION CO

REVENUE

TOTAL 2013 COMBINATION CO REVENUE	0	38,041	38,041
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EXPENDITURE

TOTAL 2013 COMBINATION CO EXPENDITURES	0	0	0
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166-2017 PERFORMANCE CONTRACT

REVENUE

TOTAL 2017 PERFORMANCE CONTRACT REVENUES	0	13,851	13,851
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EXPENDITURE

TOTAL 2017 PERFORMANCE CONTRACT EXPENDITURES	0	114,993	114,993
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200-ROADWAY IMPACT FEE FUND

REVENUE

TOTAL ROADWAY IMPACT FEE FUND REVENUES	80,000	257,263	177,263
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EXPENDITURE

TOTAL ROADWAY IMPACT FEE FUND EXPENDITURES	0	20,534	20,534
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210-TRANSPORTATION FUND

REVENUE

TOTAL TRANSPORTATION FUND REVENUES	850,500	892,955	42,455
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EXPENDITURE

TOTAL TRANSPORTATION FUND EXPENSES	847,351	732,267	(115,084)
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300-MUNICIPAL DRAINAGE UTILIT

REVENUE

TOTAL MUNICIPAL DRAINAGE UTILITY REVENUES	523,500	596,718	73,218
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EXPENDITURE

TOTAL MUNICIPAL DRAINAGE UTILITY EXPENDITURES	517,575	459,426	(58,149)
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320-SANITATION FUND

REVENUE

TOTAL SANITATION FUND REVENUES	2,055,000	2,257,399	202,399
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EXPENDITURE

TOTAL SANITATION FUND EXPENDITURES	2,045,200	2,122,965	77,765
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340-PUBLIC UTILITIES FUND**REVENUE**

TOTAL PUBLIC UTILITIES FUND REVENUES	13,316,153	13,738,613	422,460
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EXPENDITURE

701	586,693	554,484	(32,209)
706	1,325,799	1,574,229	248,430
708	2,457,124	2,200,360	(256,764)
709	8,914,904	8,565,515	(349,389)

340-PUBLIC UTILITIES FUND TOTAL	13,284,520	12,894,588	(389,932)
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345-UTILITY IMPACT FEE FUND**REVENUE**

TOTAL UTILITY IMPACT FEE FUND REVENUES	475,000	560,482	85,482
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EXPENDITURE

TOTAL UTILITY IMPACT FEE FUND EXPENDITURES	245,000	68,239	(176,762)
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350-AIRPORT FUND**REVENUE**

TOTAL AIRPORT FUND REVENUES	605,200	529,133	(76,067)
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EXPENDITURE

TOTAL AIRPORT FUND EXPENDITURES	604,462	566,588	(37,875)
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370-CEMETERY OPERATING FUND**REVENUE**

TOTAL CEMETERY OPERATING FUND REVENUES	346,321	343,882	(2,439)
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EXPENDITURE

TOTAL CEMETERY OPERATING FUND EXPENDITURES	505,071	343,882	(161,189)
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382-FLEET SERVICES OPERATING**REVENUE**

TOTAL FLEET SERVICES OPERATING REVENUES	989,311	964,703	(24,608)
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EXPENDITURE

TOTAL FLEET SERVICES OPERATING EXPENDITURES	895,626	919,193	23,567
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384-FLEET REPLACEMENT FUND**REVENUE**

TOTAL FLEET REPLACEMENT FUND REVENUES	1,451,014	1,464,821	13,807
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EXPENDITURE

TOTAL FLEET SERVICES OPERATING EXPENDITURES	1,451,005	1,110,197	(340,808)
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410-CEMETERY PERMANENT FUND**REVENUE**

TOTAL CEMETERY PERMANENT FUND REVENUES	14,000	13,060	(940)
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EXPENDITURE

TOTAL CEMETERY PERMANENT FUND EXPENDITURES	5,500	2,545	(2,955)
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City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #:

4

Agenda Title:

Consider Ordinance 2023- 58 granting to ONCOR Electric Delivery Company, LLC, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Taylor (Brian LaBorde)

Council Action to be taken: Consider second reading of an ordinance

Department Submitted: City Manager

Staff Contact:

Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

Consideration of an ordinance to renew franchise agreement (FA) between Oncor electric delivery company and City of Taylor.

2. BACKGROUND / PRIOR COUNCIL ACTIONS TAKEN

The current FA has expired and does not reflect the City's current right of way (ROW) management ordinance. Council considered the first reading of the ordinance on Nov 9, 2023.

3. STAFF ANALYSIS (How and Why)

Oncor is the primary electricity delivery provider for City of Taylor and has extensive inventory in Taylors' ROWs. Oncor and Taylor have had a great working relationship and will continue for years. Thus, it's incumbent for both parties to continue to have such which it's paramount a FA is agreed upon to protect the interests of both entities. The FA acts as a working permit within the City's ROWs and the maintenance and operations of Oncor's inventory and capital projects. Key areas that are new to the FA from the existing are incorporated in the presentation attached herein.

4. RECOMMENDATION

Staff recommend approval of second reading of ordinance. Should Council consider second reading, ONCOR will have sixty (60) days to consider before taking effect.

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

[4a. Ordinance 2023-58 2022 Taylor Oncor Proposed Franchise FINAL.docx](#)

[4b. Oncor FA Presentation.pptx](#)

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ORDINANCE NO. 2023-58

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF TAYLOR, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, and easements held by the City to which the City holds the property rights in regard to use for utilities, public ways and other public property ("Public Rights-of-Way" or "Rights-of-Way") of the City of Taylor, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 11.

SECTION 2. PURPOSE: The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the Facilities within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, except as may be expressly set out herein. Company also retains all of its lawful authority and rights under the Public Utility Regulatory Act ("PURA") and any other applicable federal, state, and local laws, rules, and regulations. Not included in this Franchise are any facilities, including any equipment attached in any way to Company's facilities, whether owned by the Company or not, that provide data delivery, cable service, telephone service, or any other service or product not required by Company for, or necessary for the support of, the transmittal and delivery of electricity.

SECTION 3. OPERATIONS, PERMITS, CONSTRUCTION AND MAINTENANCE.

A. Company's operations and activities within the Public Rights-of-Way in the City shall be subject to all City ordinances of general applicability, including the City's Right-of-Way Management ordinance, unless otherwise in conflict with any federal or state laws, rules, or regulations, or this franchise.

B. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable laws, rules, and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public, including the City's Right-of-Way Management ordinance. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, or other state or federal laws, rules, or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit. Company acknowledges that by this Franchise it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein.

C. Company shall obtain a permit as required by the City's Right-of-Way Management Ordinance prior to performing work in the Public Rights-of-Way, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following: (a) cutting or breaking of pavement; (b) closure of traffic lane for longer than 24 hours; (c) boring; (d) excavation greater than 100 cubic feet; (e) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way; (f) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole; or (g) installation of aerial lines on less than 11 existing poles or installation of aerial lines on less than 11 new poles. Company shall, in emergency conditions, notify City of such emergency and any work performed incidental to that emergency, as soon as reasonably practicable. In no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. City shall not unreasonably deny any applicable permit to company. If

City denies a permit, Company shall have the right to request review of the denial by City Council. Company may appeal the decision rendered by City Council to any court or regulatory agency having jurisdiction.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manager's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process, as provided in the City's Right-of-Way Management ordinance. In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other Public Rights-of-Way users which exist or have been authorized by the City, the Manager shall resolve the conflict and determine the location of the respective facilities within the City's Public Rights-of-Way, subject to Company's right to request review of the matter by any court or regulatory agency having jurisdiction. To avoid a facilities location conflict, the Manager will designate a reasonable alternate location within the City's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. In determining the location of Company's facilities within the City, Company shall not interfere with then existing or planned (assuming City notifies Company in writing of the planned structures prior to Company installing its facilities in the applicable area) above-ground and underground structures, equipment and facilities of the City, other utility franchisees (which have received a franchise from the City) and other persons (whether a natural person or business entity of any kind) who have received the City's consent to place and locate equipment or facilities within the Public Rights-of-Way.

E. City shall have the ability at any time to require Company to repair, remove or abate any distribution pole, wire, cable, or other distribution structure that is determined to be unnecessarily dangerous to life or property. After receipt of notice, Company shall either cure said dangerous condition within a reasonable time or provide City with a written explanation of why said condition is not unnecessarily dangerous to life or property.

F. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code. Company's Facilities shall be erected so as not to unreasonably interfere with: 1) existing streets, alleys, highways, and sidewalks or with the existing vehicular and pedestrian traffic thereon; 2) existing gas, electric, or telephone fixtures; or 3) existing water

hydrants or mains, drainage facilities or sanitary sewer facilities. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions, all in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices and/or any applicable city, state or federal laws, rules, or regulations that impact Company's use of the Public Rights-of-Way.

G. Company shall provide complete information regarding the location of current and future overhead and underground wires and poles within the Public Rights-of-Way of the City. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the Director of Public Works upon request. The maps shall be provided in electronic/digital format, if available, when requested by the City.

H. Company must comply with its most up-to-date Vegetation Management Program and shall provide City with a current copy of same, upon request. If the City requests a current copy of Company's Vegetation Management Guidelines, release of said guidelines shall be pursuant to the same confidential protection process identified in Section 12.E. of this Franchise. Company will endeavor to conduct its tree trimming activities in accordance with its Vegetation Management Guidelines and will promptly address concerns or complaints by City with regard to its tree trimming activities upon request. Except in emergency situations or in response to outages, Company shall notify impacted property owners and the City prior to beginning planned Distribution tree trimming activities.

I. Upon reasonable request by the City, Company shall provide information to the City and discuss Company's performance of its obligations and responsibilities under this franchise.

J. Any third-party plans used for the Company's work in the City Public Rights-of-Way must be approved by a Company engineer and Company assumes all responsibilities and accepts third-party plans as if designed by the Company subject to Section 5 regarding indemnity. Prior to beginning work involving cut to pavement in the Public Rights-of-Way, Company shall provide detailed drawings, including plan/profiles, pursuant to its standard utility practice.

K. In erecting, maintaining, repairing, inspecting and using signs and Facilities in City Public Rights-of-Way, Company will adhere to the City's Right-of-Way Management Ordinance, unless otherwise provided herein. In addition, Company will follow TX DOT's Utility Accommodation Rules or other applicable laws, rules, regulations or practices when erecting or placing signage at construction sites in City Public Rights-of-Way. City must approve any signage that deviates from the City's Right-of-Way Management Ordinance prior to installation of such signage. If City identifies any issue with Company's existing structures and communicates such issue to Company, Company agrees to provide documentation that the structure(s) is structurally sound. If City requests Company removal of abandoned poles, Company agrees to respond timely and provide a solution for removal of such poles. Oncor will also utilize its normal utility practice when constructing, erecting, maintaining, repairing, inspecting, and using its Facilities in City Public Rights-of-Way; for example, but not limited to, Oncor's use of tone or color for its Facilities, Oncor's treatment and repair of leaning poles, or when Company locates or maintains its Facilities in City Public Rights-of-Way.

SECTION 4. CITY RIGHTS TO CONSTRUCT; RELOCATION OF FACILITIES; ABANDONMENT.

A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like.

B. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate facilities and shall specify a new location for such facilities along the Public Rights-of-Way. City-requested relocations of Company facilities in the Public Rights-of-Way shall be at the Company's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, the relocation will be at the total expense of the City. Provided

further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

C. Company shall comply with the City's reasonable requirements for restoration of any excavated or disturbed area. Company shall restore at the Company's sole expense all disturbed areas within the Public Rights-of-Way to a condition equally as good as existed immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. If City or Company believes that there are extenuating circumstances that do not allow for restoration of all disturbed areas within the Public Rights-of-Way to a condition equally as good as existed immediately prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan in writing to remedy the situation.

D. If any other corporation or person (other than City) requests Company to relocate Company facilities located in City Rights-of-Ways, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request the Company to pay for any relocation which has already been requested, and paid for, by any entity other than City.

E. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. INDEMNITY.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage, death or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 5.B. and 5.C.

SECTION 6. LIABILITY INSURANCE.

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and

provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.
- E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required

to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease. In the event a claim exceeds the contractors' or subcontractors' insurance coverage, Company shall be responsible for covering any deficiencies between its contractors' or subcontractors' compliance with these insurance requirements.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 7. NON-EXCLUSIVE FRANCHISE. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 8. AREAS OF THE CITY AFFECTED. This Franchise shall extend to and include any and all territory that is within the corporate limits of the City that have been certificated to Company by the PUC. Additionally, this Franchise shall extend to any and all territory that is annexed by the City during the term of this Franchise and certificated to Company by the PUC. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in the City.

SECTION 9. COMPENSATION TO CITY. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal

property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. A final quarterly payment was made on or before August 1, 2023 for the basis and privilege period of April 1, 2023 through June 30, 2023 in accordance with the provisions in the previous franchise.
- B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003030 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003182 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003030 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u>
November 1	Jul. 1 - Sep. 30	Jul. 1 - Sept. 30
February 1	Oct. 1 - Dec. 31	Oct. 1 – Dec. 31
May 1	Jan. 1 - Mar. 31	Jan. 1 - Mar. 31

August 1

Apr. 1 - Jun. 30

Apr. 1 - Jun. 30

1. The first quarterly payment hereunder shall be due and payable on or before November 1, 2023 and will cover the basis period of July 1, 2023 through September 30, 2023 and the privilege period of July 1, 2023 through September 30, 2023. If this franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before November 1, 2033 and covers the basis period of July 1, 2033 through September 30, 2033 and the privilege period of July 1, 2033 through September 30, 2033; and
 2. After the final payment date of November 1, 2033, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.
- C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.
1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 9.C., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2024 and will be based on the calendar year January 1 through December 31, 2023. The final Discretionary Service Charge

franchise fee amount will be paid on or before April 30, 2034 and will be based on the calendar months of January 1, 2033 through September 30, 2033.

3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
 6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- D. With each payment of compensation required by Section 9.B., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.
- E. With each payment of compensation required by Section 9.C., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
- F. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual written agreement between the City and Company and the City shall be paid by Company within thirty (30)

calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this section shall not be deemed to be a waiver by the other party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude the other party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this section shall be deemed a waiver by either party of its rights under law or equity.

- G. Any late or delinquent payments due to the City by Company under this Franchise shall accrue interest. Interest on late or delinquent payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003, as amended for the time period involved.
- H. The franchise fee payable to the City pursuant to Section 9.B. hereunder, except as agreed to by Company and City in Section 9.F., shall not be offset by any payment by Company to the City relating to ad valorem taxes.

SECTION 10. IMPACT OF OTHER MUNICIPAL FRANCHISE AGREEMENTS.

A. This section applies only if, after the effective date of this franchise agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this franchise agreement. In the event of an occurrence as described in this section, City shall have the option to:

1. Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and

2. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to subsection 10.A.1. above. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to subsection 10.A.1.

B. City may not exercise the option provided in subsection 10.A.1. if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to this section, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this section.

C. Notwithstanding any other provision of this franchise, should the City exercise the option provided in section 10.A.1., and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to section 10.A.1., then Company shall have the right to cancel all of the modifications to this franchise made pursuant to section 10.A.1., and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the City's exercise of its option under section 10.A.1. The provisions of this section shall apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of this section do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 11. EFFECTIVE DATE; TERM. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof by City ("effective date"). The right, privilege and franchise granted hereby shall expire on September 30, 2033; provided that,

unless written notice of cancelation is given by either party hereto to the other not less than (6) months before the expiration of this franchise agreement, it shall be renewed under the same terms and conditions for up to two (2) five (5) year terms from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than (6) months before the expiration of any such renewal period.

SECTION 12. ACCOUNTING MATTERS.

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

1. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Section 9.

2. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 15.C.

D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.

SECTION 13. RIGHT OF RENEGOTIATION.

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Company.

SECTION 14. TRANSFER AND ASSIGNMENT.

The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be

assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 15. DEFAULT, REMEDIES AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 15.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 15.C.
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 15.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 15.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within the City.
4. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance.

E. Termination. In accordance with the provisions of Section 15.C, this Franchise may be terminated upon thirty (30) business days' prior written notice to Company by City. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory

authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 16. REPEAL. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 17. SEVERABILITY. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 18. COMPANY ACCEPTANCE. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 19. NOTICE.

Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of

the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City Manager

City of Taylor

400 Porter Street

Taylor, TX 76574

COMPANY

Municipal Relations

Oncor Electric Delivery Company LLC

1616 Woodall Rodgers Fwy, 6th Floor

Dallas, TX 75202-1234

SECTION 20. PASSAGE AT PUBLIC MEETING. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of Taylor, Texas, on this the _____ day of _____, 2023.

Mayor

The City of Taylor

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §



Agenda item #4

Introduce Ordinance 2023- 58 granting to ONCOR Electric Delivery Company, LLC, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Taylor



Background

- City's current Franchise Agreement (FA) with Oncor expired on June 30, 2022.
- Original FA was entered into June, 1941, and has continued with amendments thereafter mostly on term extensions and rate adjustments.
- The premise of the FA does not reflect the City's new Right of Way Management Ordinance.



Proposed FA- key areas

- Section 3 (A): Compliance with City's ROW Management Ordinance is explicitly required throughout unless otherwise denoted specifically in the FA.
- Section 3 (C): Oncor is not required to obtain a permit in emergency conditions or for routine maintenance and repair of facilities. However, Oncor is required to obtain a permit if the work entails any of these enumerated circumstances:
 - (a) cutting or breaking of pavement;
 - (b) closure of traffic lane for longer than 24 hours;
 - (c) boring;
 - (d) excavation greater than 100 cubic feet;
 - (e) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way;
 - (f) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole; or
 - (g)) installation of aerial lines on less than 11 existing poles or installation of aerial lines on less than 11 new poles.



Proposed FA- key areas

- Section 3 (C): Franchise fee is the exclusive fee Oncor pays City in lieu of permit fees.
- Section 3 (E): When City identifies an existing structure as dangerous and notifies Oncor, Company must cure or, if they do not cure, they must provide City with a written explanation of the condition of the structure.
- Section 3 (H): City's Tree Advisory Board approved Oncor's Veg Management Program and this requires Oncor to comply with its own program. Unless it is an emergency, Oncor is required to notify the City and impacted property owners of tree trimming activities.

Proposed FA- key areas



- Section 3 (J): Oncor takes responsibility for the plans and responsibilities of third parties involved in their work in the ROW, such as engineers.
- Section 3 (K): Explicit requirement that Oncor signage must comply with City's ROW Mgmt Ord., and any signage that does not follow the ROW Mgmt Ord. must be approved by City. Oncor commits to providing information on why soundness of structures when prompted by City.
- Section 3 (K): If City identifies any issue with Company's existing structures and communicates such issue to Company, Company agrees to provide documentation that the structure(s) is structurally sound. If City requests Company removal of abandoned poles, Company agrees to respond timely and provide a solution for removal of such poles.

Proposed FA- key areas



- Section 4 (B): City must give 30 days' notice and a specified new location when requesting relocation of Oncor facilities; if City is end-use customer or requesting relocation for beautification, City must cover relocation costs such as overhead to underground.
- Section 4 (C): Oncor is required to restore disturbed areas to same condition as before the disruption; if not possible, Oncor must work with City on a written alternative plan.
- Section 9. Compensation to City. Payment to the City is based on a pre-determined factor. In addition, City receives 4% of gross revenues Oncor receives for certain services. Payments will be made quarterly.
- Section 11. Term. Once approved by Council, Oncor will submit written acceptance within 60 days and then agreement becomes effective; 10-year term; if both parties are satisfied, may be automatically renewed for no more than two (2) 5-year terms. If City does not want the agreement to automatically renew, must give 6 months notice

Questions?



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 5
Agenda Title: Consider the purchase of replacement fire department ladder truck

Council Action to be taken: Approve vehicle purchase

Department Submitted: Fire

Staff Contact: Daniel Baum, Fire Chief

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to purchase a Sutphen SPH100 Mid-Mount Ladder Truck for \$2,028,333.94 from Texas Fire Apparatus LLC using funding from planned future debt obligations. This purchase will be made through Sourcewell contract # 113021-SUT.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The purchase of this truck is part of the City's fleet replacement program. This vehicle will replace a 1999 model ladder truck that is beyond the end of its service life. This new ladder truck was carefully specified for simplicity and reliability while meeting current safety and environmental standards. Sutphen is the oldest continuously owned and operated fire apparatus manufacturer in the country, having been in business since 1890. Ordering now secures 2023 pricing.

Fire apparatus costs have increased approximately 30% since pre-COVID due to continued supply chain issues and upcoming 2027 EPA emission standards.

The use of a government cooperative purchasing agreement exempts the need for competitive bids per the City's purchasing policy.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Replaces vehicle that will be 27 years old at the time of replacement • Compliant with the latest safety and environmental standards • Configured for the needs of the city • Secures 2023 pricing	• 34 month anticipated delivery time

4. RECOMMENDATION

Staff recommends approving the purchase of replacement fire department ladder truck.

5. FUNDING SOURCE

2025 debt obligation. Payment due upon delivery.

6. TIMELINE

Delivery is anticipated in 34 months.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

5a [Cover letter](#)

5b [Production update](#)

5c [Proposal](#)

5d [Specifications](#)

5e [Drawing](#)



Taylor Fire Department
Chief Daniel Baum
304 E. 3rd Street
Taylor, TX. 76574

Subject: Sutphen SPH100 Mid-Mount Ladder Truck Proposal

Chief Baum,

I want to personally thank you for your trust and commitment to Texas Fire Apparatus and myself to provide the City of Taylor with its apparatus needs. Together the Taylor Fire Department and Texas Fire Apparatus have worked closely together to ensure we are getting the truck your community deserves. At Sutphen, we realize that the act of purchasing fire apparatus is so much more than just a mundane business transaction. Everything involved, from the beginning planning stages, to the delivery and acceptance, requires time and commitment. We value that substantial commitment you are making with your time. This commitment is why we don't just put our name on our apparatus, we put our hearts into it. It is our honor to be able to present you with the requested proposal for a Sutphen SPH100 Mid-Mount Ladder Truck. We look forward to continuing our strong relationship with the City of Taylor Fire Department. If I can be of any further assistance, please let me know.

Stay Safe,

Jeff Cooper

Jeff Cooper
Director of Sales
(903)391-4430
Jeff@texasfireapparatus.com



**FAMILY OWNED
SINCE 1890**

Valued Sutphen Customer:

As Sutphen moves into Q4, we begin the final quarter of the calendar year with excitement and opportunity. The summer quarter is notoriously challenging for manufacturing given increased absenteeism, both planned and unplanned, and Sutphen was not immune to these challenges.

Our teams worked through obstacles affecting our fabrications and weld teams for pumper/engine units where skill sets are not easily transferrable. We also worked through personnel availability and staffing shortages impacting key vendors like Cummins, Meritor, UPF and others who struggled to deliver.

While these difficulties, stemming from COVID, supply chain delays, parts shortages, and more, impacted our performance during this past period, we enter the new season with optimism.

With these seasonal and general manufacturing-wide challenges behind us, we are seeing more stability in the supply chain. We see a path forward for Sutphen's growth plans with key vendors to ensure each partner can support. If we understand a partner cannot support our needs and growth, we have found, or are finding, suitable, additional sources to enable our growth.

This growth includes being only a few weeks away from fully occupying our new 185,000-square-foot facility in Urbana. We are thrilled about the synergies and improved manufacturing/parts flow we will gain with the added space and layout design.

The safe transition of all of our teams into the new space is Sutphen's top priority, and as we near completing this task with minimal loss to production, we will shift priority focus to manufacturing quality and growth.

Sutphen builds the safest and most reliable fire apparatus in the industry, and we are honored that our product protects firefighters while saving lives and property in the communities they serve. We understand the impact late deliveries have on each of our customers, and we are truly sorry for the delays and associated challenges all have endured.

We are committed to building a product each of our customers are proud to own and operate and forecast improved delivery timelines for each of our products in the near future.

Drew Sutphen
President of Sutphen Corporation

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SUTPHEN

PROPOSAL

TO THE:

Taylor Fire Department

304 E. 3rd Street

Taylor, TX. 76574

DATE: 10-30-2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

Sutphen SPH100 Mid Mount Ladder Truck

Complete and Delivered for the Total Sum of 2,028,333.94

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately 34 months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,

Jeff Cooper

Director of Sales

jeff@texasfireapparatu



Authorized Representative for Sutphen Corporation
Sourcewell Contract # 113021-SUT

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

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INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete apparatus equipped as hereinafter specified. With a view of obtaining the best results and the most acceptable apparatus for service in the fire 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 must 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 of all features. The apparatus shall conform to the requirements of the current (at the time of bid) National Fire Protection Association Pamphlet #1901 for Motor Fire Apparatus unless otherwise specified in these specifications.

Bids shall only be considered from companies which have an established reputation in the field of fire apparatus construction and have been in business for a minimum of ten (10) years.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract must conform. Computer run-off sheets are not acceptable as descriptive literature.

The specifications shall indicate size, type, model and make of all component parts and equipment.

STATEMENT OF EXCEPTIONS TO NFPA 1901

If, at the time of delivery, the apparatus manufacturer is not in compliance, a statement of exceptions must be provided as follows:

- The specific standard affected.
- A statement describing why the manufacturer is not in compliance.
- A description of the remedy, and who the responsible party is.

The document must be signed by an officer of the company, and an authorized agent of the purchaser. NO EXCEPTIONS

QUALITY AND WORKMANSHIP

The design of the apparatus must embody the latest approved automotive engineering practices.

The workmanship must be the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility to various areas requiring periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed as set forth under "Performance Test and Requirements."

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be documented with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, 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 free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall be approximately 66% on the rear axle. The successful bidder shall furnish a weight certification showing weight on the front and rear axle, and the total weight of the completed apparatus at the time of delivery.

- a. The apparatus must be capable of accelerating to 30 MPH from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed engine RPM.
- b. The service brakes shall be capable of stopping the fully loaded vehicle within 35 feet from a speed of 25 MPH on a level concrete highway.
- c. The apparatus, fully loaded, shall be capable of obtaining a speed of 50 MPH on a level highway with the engine not exceeding 95% of its governed RPM (full load).
- d. The apparatus shall be tested and approved by a qualified testing agency in accordance with their standard practices for pumping engines.
- e. The contractor shall furnish copies of the Pump Manufacturer's Certification of Hydrostatic Test (if applicable), the Engine Manufacturer's current Certified Brake Horsepower Curve and the Manufacturer's Record of Construction Details.

FAILURE TO MEET TESTS

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Permission to keep and/or store the apparatus in any building owned or occupied by the purchaser shall not constitute acceptance of same.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be considered if they are deemed equal to or superior to the specifications, provided they are fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS." Exceptions shall be listed by page and paragraph.

Failure to denote exceptions in the above manner shall result in immediate rejection of the proposal. In addition a general statement taking "TOTAL EXCEPTION" to the specifications shall result in immediate rejection of bid.

GENERAL CONSTRUCTION

The apparatus shall be designed and the equipment mounted 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 shall be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Association (or American Insurance Association). Certified Laboratories certificate shall be submitted by the manufacturer. Weight of apparatus shall meet all federal axle load laws.

DELIVERY REQUIREMENTS

The apparatus shall be completely equipped as per these specifications upon arrival and on completion of the required tests shall be ready for immediate service in the fire department of the purchaser. Any and all alterations required at the scene of delivery to comply with these specifications must be done at the contractor's expense.

PURCHASER RIGHTS

The Purchaser reserves the right to accept or reject any bid. The purchaser also reserves the right to award in their best interest and reserves the right to waive any formalities.

U.S.A. MANUFACTURER

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service, as well as protecting the purchaser should legal action ever be required.

MANUFACTURER'S EXPERIENCE

Each manufacturer shall have been in business making similar apparatus for a minimum of seventy-five (75) years and must have had single ownership for more than fifty (50) years.

ELIMINATION OF DIVIDED RESPONSIBILITY

It is required that each bidder produce both the chassis and complete apparatus. To eliminate divided responsibility and service, the chassis and body must be manufactured by the same Company. Manufacturer shall state the number of years the Company has been producing their own chassis and body. Manufacturer shall state compliance with the paragraph. NO EXCEPTIONS.

FAMA COMPLIANCE

Manufacturer must be a current member of the Fire Apparatus Manufacturer's Association.

PROPOSAL DRAWING

A general layout drawing depicting the apparatus layout and appearance shall be provided with the bid. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views. The drawing shall be a depiction of the actual apparatus proposed and not of a generic similar product.

WIRING SCHEMATIC

Wiring diagrams of the apparatus shall be provided on a USB flash drive at the time of delivery.

PRE-CONSTRUCTION CONFERENCE

After award of the contract, and prior to construction of the apparatus, a pre-construction conference shall be held at the facility of the manufacturer. A provision shall be provided in the bid price for all travel, food and lodging.

INSPECTION TRIPS

An inspection trip shall be provided at the manufacturer's facility, prior to delivery of the completed apparatus. A provision shall be provided in the bid price for all travel, food and lodging. Bidder shall specify the number of personnel included.

SEVERE DUTY CUSTOM CHASSIS

A Severe Duty Cab and Chassis system shall be provided. The chassis shall be manufactured in the factory of the bidder. The chassis shall be designed and manufactured for heavy duty service with adequate strength and capacity of all components for the intended load to be sustained and the type of service required. The cab and chassis system, shall be considered the bidders "Top of the Line". There shall be no divided responsibility in the production of the apparatus.

WHEELBASE

The approximate wheelbase shall be 236".

DOUBLE FRAME RAILS/TANDEM AXLES

The chassis frame shall be of a ladder type design utilizing industry accepted engineering best practices. The frame shall be specifically designed for fire apparatus use.

Each frame rail shall be constructed of two .375" thick-formed channels. The outer channel shall be 10.188" x 3.50" x .375" and the inner channel (liner) shall be 9.31" x 3.13" x .375".

The section modulus shall be 31.8 in.³. The resistance to bending moment (RBM) over the entire rail will be at-least 3,498,000 in./lbs.

The cross-members shall be constructed of minimum 3/8" formed channels and have formed gusseted ends at the frame rail attachment. Tandem suspensions will use a multi-piece bolt assembled "butterfly" cross-member configuration. This cross-member will span the entire rear of the vehicle.

Each rail is media blasted to remove scale, oil, and contaminants. This blasting also ensures paint adhesion. Each rail will be primed with Cathacoat 302HB, a high performance, two component, reinforced inorganic zinc-rich primer with proven cathodic protection of steel structures, prior to assembly.

.625 inch, grade 8 flange, Huck bolt fasteners shall be used on all permanently attached brackets to the frame to eliminate the need for bolt re-tightening.

A lifetime warranty shall be provided, per manufacturer's written statement.

FRONT BUMPER CLIP

The front clip of the subframe shall be designed with a built-in skid plate to protect the engine and chassis components. The front clip shall be painted the same color as the frame.

FRONT TOW EYES, BELOW BUMPER

There shall be two front tow eyes with 3" diameter holes attached directly to the chassis frame, accessible below the front bumper.

REAR TOW EYES

There shall be two tow eyes attached directly to the chassis subframe and shall be chromate acid etched for superior corrosion resistance and painted to match the chassis.

STEERING

The steering system shall be a TRW wheel to wheel steering system that is tested and certified by TRW, consisting of a heavy duty TRW/Ross Model TAS-85 power steering gear, TRW PS36 steering pump, miter box, drag links, and a thermostatic controlled fan cooled system (set point 185 deg. F to 170 deg. F). The steering gear shall be bolted to the frame at the cross-member for steering linkage rigidity. Four (4) turns from lock to lock with an 18" diameter slip resistant rubber covered steering wheel. Steering column shall have six-position tilt and 2" telescopic adjustment. The cramp angle shall be 45 degrees with 315mm tires or 43 degrees with 425mm tires providing very tight turning ability.

DRIVE LINE

A SPICER LIFE (SPL) Series Model 250 driveline shall be provided with a Meritor universal joint assembly. This configuration provides longer bearing life with the highest power density available. A high-capacity bearing package with larger needle rollers are sealed with a long life double-lip Viton seal and seal guard to keep grease in and allow a better purge capability. The high power density allows transmission of higher torque with a smaller swing diameter, assisting in tight packaging requirements (184mm swing diameter / 130mm tube diameter / 5mm wall). The 110 mm of slip is boot protected. On-highway lubrication intervals, initial at 350,000 miles or 3 years (whichever comes first) and re-lube at 100,000 miles thereafter.

ENGINE

The apparatus shall be powered by a Cummins Diesel X 15 605 HP @ 1800 R.P.M., 1850 ft. lb. torque @ 1000 R.P.M.

Displacement: 14.9 liter displacement.

Cylinders: 6

Bore: 5.39" (137mm)

Stroke: 6.65" (169mm)

AIR COMPRESSOR

The air compressor shall be an 18.7 CFM engine driven Wabco.

STARTER

A 12-volt starter shall be provided, controlled by a switch on the left lower cab dash.

EXHAUST SYSTEM

The engine exhaust system shall be horizontal design constructed from heavy-duty truck components.

The engine exhaust system shall include the following components:

STAINLESS STEEL TUBING

Stainless Steel Flexible Bellows mounted at the turbo outlet. Stainless steel piping to the Aftertreatment Unit. Stainless steel piping from the Aftertreatment Unit to the stainless steel heat diffuser outlet.

AFTERTREATMENT UNIT

The single canister Aftertreatment Unit is a self-contained exhaust treatment system which includes:

DPF (diesel particulate filter)

DEF Injector/Reactor

SCR (selective catalytic reducer)

The DEF injector/reactor utilizes the DEF fluid, which consists of urea and purified water, to convert NO_x into nitrogen and water. This will meet or exceed 2027 EPA emissions requirements. A heated aftertreatment system shall be provided that is powered from a belt-driven 48V alternator on the engine.

The Stainless Steel Flexible Bellows shall be used to isolate the exhaust system from engine vibrations. The single canister Aftertreatment Unit shall be mounted under the right side frame rail, meeting the specific engine manufacturer's specifications and current emission level requirements. The heat diffuser outlet shall be directed to the forward side of the rear wheels, exiting the right side with a heavy duty heat diffuser. The heat diffuser shall prevent the exhaust temperature from exceeding 851 deg. F during a regeneration cycle.

INSULATED JACKETS

Heat-absorbing, removable, insulated jackets shall be provided on the exhaust system from the turbo outlet in the engine compartment to the Aftertreatment Unit. The jackets will cover all piping, including the bellows, between the engine and the Aftertreatment Unit per engine manufacturers requirements insuring that the exhaust stream temperature remains elevated to ensure functionality with the Aftertreatment Unit. Additionally, the insulated jackets will protect the engine componentry from excessive heat generated by the exhaust.

ON-BOARD DIAGNOSTIC (OBD) SYSTEM

The engine shall be equipped with an on-board diagnostic (OBD) system which shall monitor emissions-related engine systems and components and alert the operator of any malfunctions. The OBD system is designed to further enhance the engine and operating system by providing early detection of emission-related faults. The engine control unit (ECU) will manage smart sensors located throughout the engine and after-treatment system. The system shall monitor component verification and sensor operation. There shall be warning lights located in the dash instrument panel to alert the operator of a malfunction. A data port shall be provided under the driver's side dash for the purpose of code reading and troubleshooting. All communication shall be provided through the J1939 data link.

ENGINE WARRANTY

The engine shall have a five (5) year or 100,000 mile warranty and approval by Cummins Diesel for Full Engine Coverage Plan (RVF) – which is their most complete engine coverage plan, which includes EGR components installation in the chassis. There shall be no deductible for the first two years. A one hundred dollar deductible shall apply for service beginning the third year.

AFTERTREATMENT WARRANTY

The engine shall have a five (5) year or 100,000 mile aftertreatment coverage warranty, which covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship.

AIR CLEANER/INTAKE

The engine air intake and filter shall be designed in accordance with the engine manufacturer's recommendations. It shall be 99.9% effective in removing airborne contaminants when tested per the industry standard SAE J726 procedure and offer a dirt holding capacity of at least 3.0 gm/cfm of fine dust (tested per SAE J726) offering superior engine protection.

The air filter shall be located at the front of the apparatus and shall be at least 66" above the ground, to allow fording deep water in an emergency situation.

An ember separator shall be provided in the engine air intake meeting, the requirements of NFPA 1901.

An Air Restriction warning light shall be provided and located on the cab dash.

PRIMARY FUEL FILTER/WATER SEPARATOR

A Cummins approved Fleetguard Fuel Pro FH230 fuel filter/water separator shall be remote mounted to the chassis frame rail.

12VDC HEATER

A 12V DC heater shall be provided for the Fleetguard Fuel Pro FH230 fuel filter/water separator.

SECONDARY FUEL FILTER

A Cummins approved Fleetguard FF825NN fuel filter will be mounted on the driver's side of the engine.

FUEL PRIMER

An electric fuel primer shall be provided for the apparatus engine. The primer shall be mounted on the engine with a bypass ball valve that can be opened for the priming function and closed during normal operation. The primer pump shall be activated with a 12-volt switch located next to the primer pump.

TRANSMISSION

The chassis shall be equipped with a Generation 6 Allison EVS4000 six (6) speed automatic transmission. It shall be programmed five (5) speed, sixth gear locked out, for fire apparatus vocation, in concert with the specified engine.

The transmission is communicated on the J-1939 through the communication port. The fifth gear shall be an overdrive ratio, permitting the vehicle to reach its top speed at the engine's governed speed. The dipstick is dipped in a rubber coating for ease in checking oil level when hot.

The chassis to transmission wiring harness shall utilize Metri-Pack 280 connectors with triple lip silicone seals and clip-type positive seal connections to protect electrical connections from contamination without the use of coatings.

Ratings: Max Input (HP) 600
Max Input (Torque) 1850 (lb ft)
Max Turbine (Torque) 2600 (lb ft)

Mechanical Ratios: 1st - 3.51:1
2nd - 1.91:1
3rd - 1.43:1
4th - 1.00:1
5th - 0.74:1
Reverse - -5.00:1

TRANSMISSION FLUID

The transmission shall come filled with an Allison approved Synthetic Transmission Fluid that meets the Allison TES-295 specification.

ENGINE BRAKE

The engine shall be equipped with a Jacobs compression engine brake. An "On/Off" switch and a control for "Low/High" shall be provided on the instrument panel within easy reach of the driver.

The engine brake shall interface with the Wabco ABS brake controller to prevent engine brake operations during adverse braking conditions.

A pump shift interlock circuit shall be provided to prevent the engine brake from activating during pumping operations.

The brake light shall activate when the engine brake is engaged.

TRANSMISSION COOLER

The apparatus transmission shall be equipped with a Liquid-To-Liquid remote mounted cooler with aluminum internal components. The cooler shall be encased in an aluminum housing and mounted to the outside of the officer's side frame rail for accessibility and ease of service.

TRANSMISSION SHIFTER

An Allison "Touch Pad" shift selector shall be mounted to the right of the driver on the engine cover accessible to the driver. The shift position indicator shall be indirectly lit for nighttime operation.

COOLING SYSTEM

The cooling system shall be designed 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 engine and transmission manufacturer's requirements, and EPA regulations.

The complete cooling system shall be mounted in a manner to isolate the system from vibration and stress. The individual cores shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress to the adjoining core(s).

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 top of the radiator to maximize cooling, recirculation shields, a shroud, a fan, and required tubing. All components shall consist of an individually sealed system.

Integration of the Horton Revolution Fan, variable speed fan hub, Deep Core (200mm thick) radiator and charge air cooler, and a two-piece flexible membrane shroud has enabled Sutphen to meet the rigors of engine cooling while maintaining our current product line.

RADIATOR

The radiator shall be a cross-flow design constructed completely of aluminum with welded side tanks. The radiator shall be bolted to the bottom of the charge air cooler to allow a single depth core (200mm), thus allowing a more efficient and serviceable cooling system.

The radiator shall be equipped with a drain cock to drain the coolant for serviceability. The drain cock shall be located at the lowest point of the aluminum cooling system to maximize draining of the system.

CHARGE AIR COOLER

The charge air cooler shall be of a cross-flow design and constructed completely of aluminum with extruded tanks. The charge air cooler shall be bolted to the top of the radiator to allow a single depth core (200mm).

COOLANT

The cooling system shall be filled with a premixed extended life 50/50 antifreeze. The coolant makeup shall contain ethylene glycol and de-ionized water to prevent the coolant from freezing to a temperature of –34 degrees F.

HOSES & CLAMPS

Silicone hoses shall be provided for all engine coolant lines.

All radiator hose clamps shall be spring loaded stainless steel constant torque hose clamps for all main hose connections to prevent leaks. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

FAN

The engine cooling system shall incorporate a heavy-duty Aluminum high efficiency hybrid flow centrifugal design fan, providing 20% greater air flow than axial type fans. Better under hood ventilation is achieved by the fan's configuration. Used in conjunction with an electronic/hydraulic variable speed hub, the system provides almost no operating noise. A floating two piece shroud with flexible membrane and recirculation shield system shall be used to ensure air that has passed through the radiator is not drawn through again.

The fan tip to radiator core clearance shall be kept at a minimal distance to increase the efficiency of the fan and reduce fan blast noise.

FAN CLUTCH

A fan clutch shall be provided that shall allow the cooling fan to operate only when needed. The fan shall remain continuously activated when the truck is placed in pump gear.

SURGE TANK

The cooling system shall be equipped with an aluminum surge tank mounted to the officer's side of the cooling system core. The surge tank shall house a low coolant probe and sight glass to monitor the coolant level. Low coolant shall be alarmed with the check engine light. The surge tank shall be equipped with a dual seal cap that meets the engine manufacturer's pressure requirements, and system design requirements.

The tank shall allow for expansion and to remove entrained air from the system. There shall also be an extended fill neck to prevent system overfill and encroachment of expansion air space. Baffling shall be installed in the tank to prevent agitated coolant from being drawn into the engine cooling system.

FUEL TANK

The chassis shall be equipped with a 65-gallon rear mounted, behind the rear axle, rectangular fuel tank that shall be constructed of steel. The fuel tank shall be certified to meet FMVSS 393.67 tests. It shall also maintain engine manufacturer's recommended expansion room of 5%.

There shall be two (2) tank baffles.

Dual pick-up and return ports shall be provided for diesel generators if required.

The fuel lines shall be nylon braid reinforced fuel hose with brass fittings. The lines shall be carefully routed along the inside of the frame rails. All fuel lines are covered in high temperature rated split plastic loom. Single suction and return fuel lines shall be provided.

The bottom of the fuel tank shall contain a 1/2" drain plug.

FUEL FILL

The fuel tank shall be equipped with a 2-1/4" filler neck assembly with a 3/4" vent located on the driver's side of the truck. A fuel fill cap attached with a lanyard shall be provided.

FUEL COOLER

Installed on the apparatus fuel system shall be an Air-To-Liquid aluminum fuel cooler. The fuel cooler shall be located in the lowest module of the cooling system.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank. The tank shall have a capacity of 5 usable gallons and shall be mounted on the left side of the chassis frame.

The DEF tank fill neck shall accept only a 19mm dispensing nozzle versus the standard 22mm diesel fuel dispensing nozzle to prevent cross contamination. The DEF tank cap shall be blue in color to further prevent cross contamination.

A placard shall accompany fill location noting DEF specifications.

ALTERNATOR

A 430 ampere Delco-Remy alternator shall be provided. The alternator shall be serpentine belt driven.

LOW VOLTAGE ALARM

A Floyd Bell TXB-V86-515-QF low voltage alarm, audible and visual, shall be provided.

BATTERIES

The battery system shall be a single system consisting of four (4) negative ground, 12 volt Interstate Group 31 MHD batteries, cranking performance of 950 CCA each with total of 3800 amps, 185 minute reserve capacity with 25 ampere draw at 80 degrees Fahrenheit. Each battery shall have 114 plates. The batteries shall include a one-year warranty which shall be accepted nationwide.

The batteries shall be installed in a vented 304 stainless steel battery box with a removable aluminum cover to protect the batteries from road dirt and moisture. The battery cover shall be secured with four "T" handle rubber hold downs to provide easy access for maintenance and inspection. Stainless steel hardware will be used for installation. The batteries are to be placed on dri-deck and secured with a fiberglass hold down. The batteries shall be wired directly to starter motor and alternator.

The battery cables shall be 3/0 gauge. Battery cable terminals shall be soldering dipped, color-coded and labeled on heat shrink tubing with a color-coded rubber boot protecting the terminals from corrosion.

There shall be a 350-ampere fuse protecting the pump primer and a 250-ampere fuse protecting the electric cab tilt pump and other options as required.

BATTERY JUMPER TERMINAL

There shall be one set (two studs) of battery jumper terminals located by the battery box under the cab. The terminals shall have plastic color-coded covers. Each terminal shall be tagged to indicate positive/negative.

BATTERY CHARGER / INVERTER

A Kussmaul Auto Power 1500W 55 amp inverter charger shall be provided and installed in the cab. The unit shall include a built-in high output 3 stage charger (1-hr boost) for rapid battery replenishment-programmable for various battery types; Gel, Lead Acid, or AGM battery. The charger shall be wired to the 120V shoreline inlet. The charger shall include a remote battery charger monitor display model #091-200-IND with location to be determined at pre-con.

120V SHORELINE INLET & AUTO EJECT

The apparatus shall be equipped with a 120V shoreline inlet to provide power to the battery charger from an external source. The inlet shall include a Kussmaul 091-55-120 90 Super 20 Auto Eject featuring a 12 volt solenoid which shall eject the shoreline cord away from vehicle path upon sensing engine start. After ejection, a 180 degree weatherproof cover shall snap into position over inlet.

A 20 amp connector shall be provided and shipped loose for connecting the external shoreline cord to the inlet.

120-VOLT OUTLET WIRED TO SHORELINE INLET

A 120-volt outlet shall be provided and wired to the shoreline inlet. The location of the outlet shall be determined during the pre-construction conference.

FRONT AXLE

A Hendrickson STEERTEK NXT non-driving, front steer axle with a capacity of 24,000 pound shall be provided. The axle shall have a 3.74" drop and will have a fabricated boxed shaped cross section, a one piece knuckle, and serviceable king pin. Adjustable Ackerman settings shall be available, and determine based on wheelbase. The axle shall have 10 bolt hub piloted, and furnished with oil seals.

SUSPENSION (FRONT)

The front suspension shall be a parabolic taper-leaf spring design, 56" long and 4" wide. Long life, maintenance free, threaded pin bushings in spring shackles shall be utilized. All spring and suspension mounting shall be attached directly to frame with high strength Huck bolts and self-locking round collars. Progressive rate bump stop and custom tuned passive hydraulic damper shall be supplied. NO EXCEPTIONS.

FRONT SUSPENSION LOCKING CYLINDERS

Two (2) hydraulic suspension-locking cylinders shall be provided. The cylinders shall be mounted to the chassis frame rails directly above the front axle. The cylinders shall be manually operated from the outrigger control station.

FRONT SUSPENSION LOCKOUT PLATE

The front suspension shall be provided with a lockout plate that limits the travel of the front suspension when the front suspension jack has been engaged.

STEER ASSIST

The steer assist provides driver assistance when turning the vehicle left or right while traveling.

FRONT TIRES

Front tires shall be Michelin 425/65R22.5, load range L, XFE tread, single tubeless type with a GAWR up to 24,000 pounds. The rating shall be achieved with the Fire Service Intermittent Service Rating. Wheels shall be disc type, hub piloted, 22.5 x 12.25 10 stud 11.25 bolt circle.

REAR AXLE

The rear axle shall be a Meritor™ RT-50-180 Tandem drive axle with a capacity of 52,000 lbs. The axles shall be hub piloted, 10 studs, furnished with oil seals.

TOP SPEED

The top speed shall be approximately 60 MPH.

INTER-AXLE CONTROLLED DIFFERENTIAL LOCK

A locking inter-axle differential shall be provided between the two rear axles. An activation switch shall be provided on the driver's dash.

SUSPENSION (REAR)

52,000 TANDEM AIR RIDE

The rear suspension shall be a Link Manufacturing, Air Link™ model 952-52-199 air ride suspension. This suspension shall incorporate a quad air spring system. The air suspension bags shall have internal rubber stops giving the ability to operate without air if the need arises. Heavy-duty shock absorbers shall be provided, inboard mounted, to dampen load forces, reduce tire hops, and improve stopping. Torque rods shall be incorporated to restrict lateral movement of the differentials and to reduce bushing and tire wear.

Dual height control valves shall be provided to maintain even, balanced loads. Suspension shall have a ground rating of 52,000 pounds.

REAR TIRES

Rear tires shall be Michelin 12R22.5, load range H, XZE highway tread, dual tubeless type with a GAWR up to 52,000 pounds. Wheels shall be disc type, hub piloted, 22.5 x 8.25 10 stud with 11.25" bolt circle.

TIRE PRESSURE MONITOR

A Quick Pressure mechanical tire pressure sensor/indicator shall be provided for each wheel. The pressure sensor shall indicate if the tire is properly inflated. Each indicator shall have a green & red display visible inside a sight glass on the sensor. Full green indicates that the pressure is correct. Partial green/red indicates that the tire is under inflated by as little as 10%. Full red indicates that the tire is under inflated by 25% or more. The indicators shall replace the standard valve stem caps. A total of ten (10) indicators shall be provided.

WHEELS

The front and rear wheels shall be steel. The wheels shall be painted truck color.

The steel wheel shall be properly balanced.

HUB COVERS

Polished stainless steel hub covers shall be provided for the front and rear axle.

LUG NUT CAPS

Chrome plated lug nut caps shall be provided for the front and rear wheels.

FRONT MUD FLAPS

Hard rubber mud flaps shall be provided for front tires.

REAR MUD FLAPS

Hard rubber mud flaps shall be provided for the rear tires.

DATA, SAFETY & WARNING TAGS

All data, safety and warning tags shall be affixed with a commercial grade adhesive.

BRAKES, Front

The front brakes shall be Arvin Meritor DiscPlus EX225 Air Disc Brakes. Each disc brake assembly shall include one (1) 17" vented rotor, one (1) lightweight hub, one (1) twin-piston caliper, and two (2) quick-change pads.

BRAKES, Rear

The rear brakes shall be Meritor S-cam style. They shall be 16.5" x 8.625" with heavy duty return springs, and a double anchor pin design. They shall also have quick change shoes for fast easy brake relining.

AIR BRAKE SYSTEM

The vehicle shall be equipped with air-operated brakes. The system shall meet or exceed the design and performance requirements of current FMVSS-121 and test requirements of current NFPA 1901 standards.

Each wheel shall have a separate brake chamber. A dual treadle valve shall split the braking power between the front and rear systems.

All main brake lines shall be color-coded nylon type protected in high temperature rated split plastic loom. The brake hoses from frame to axle shall have spring guards on both ends to prevent wear and crimping as they move with the suspension. All fittings for brake system plumbing shall be brass.

A Meritor Wabco System Saver 1200 air dryer shall be provided.

The air system shall be provided with a rapid build-up feature, designed to meet current NFPA 1901 requirements. The system shall be designed so the vehicle can be moved within 60 seconds of startup. The quick build up system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time. The vehicle shall not be required to have a separate on-board electrical air compressor or shoreline hookup to meet this requirement.

Six (6) supply tanks shall be provided. One air reservoir shall serve as a wet tank and a minimum of one tank shall be supplied for each the front and rear axles. A Schrader fill valve shall be mounted in the front of the driver's step well.

A spring actuated air release emergency/parking brake shall be provided on the rear axle. One (1) parking brake control shall be provided and located on the engine hood next to the transmission shifter within easy reach of the driver. The parking brake shall automatically apply at 35 ± 10 PSI reservoir pressure. A Meritor WABCO IR-2 Inversion Relay Valve, supplied by both the Primary and Secondary air systems, shall be used to activate the parking brake and to provide parking brake modulation in the event of a primary air system failure.

Accessories plumbed from the air system shall go through a pressure protection valve and to a manifold so that if accessories fail they shall not interfere with the air brake system.

AIR BRAKE SYSTEM RELEASE VALVE

The vehicle shall be equipped with air-operated WABCO air brake release valve located in the cab within an accessible reach to the driver.

AIR INLET

An air system inlet/fill connection shall be provided on the left hand side of the driver's step well. The inlet shall be connected to the air brake to allow constant air feed. A check valve shall be installed behind the air inlet.

AIR COMPRESSOR

A Blue Sea model 7920 12V air brake compressor shall be provided and installed in the cab. The vehicle mounted air compressor shall ensure that the air brake system is properly pressurized for immediate response of the unit. A pressure switch shall regulate operation and shall automatically turns on at 95 psi and off at 125 psi.

The unit shall have an auto drain which shall be installed on the outlet side of the air compressor and shall automatically purge water from the air discharge output. The water shall be ejected from the water separator bowl every time the compressor cycles off via a 12 volt solenoid.

The compressor shall be wired to the 12V shoreline connection.

ELECTRONIC STABILITY CONTROL SYSTEM

An Arvin Meritor / Wabco Electronic Stability Control (ESC) system shall be provided and installed. The ESC system continually monitors the vertical acceleration, and yaw (horizontal plain rotation) of the vehicle, and compares it to a critical threshold where vehicle rollover may occur. When the critical threshold is met, the ESC shall intervene by reducing engine torque and engaging the engine retarder, while automatically applying both the steering and drive axle brakes as needed. In many cases, activation occurs before the driver is even aware it is needed.

AIR BRAKING ABS SYSTEM

A Wabco ABS system shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to axles and all electrical connections shall be environmentally sealed from water and weather and be vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall sense approaching wheel lock and instantly modulate brake pressure up to 5 times per second to prevent wheel lock-up. Each wheel shall be individually controlled. To improve field performance, the system shall be equipped with a dual circuit design. The system circuits shall be configured in a diagonal pattern. Should a malfunction occur, that circuit shall revert to normal braking action. A warning light at the driver's instrument panel shall indicate malfunction to the operator.

The system shall consist of a sensor clip, sensor, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the tooth wheel. An inductive sensor consisting of a permanent magnet with a round pole pin and coil shall produce an alternating current with a frequency proportional to wheel speed. The unit shall be sealed, corrosion-resistant and protected from electro-magnetic interference. The electronic control unit shall monitor the speed of each wheel sensor and a microcomputer shall evaluate in wheel slip in milliseconds.

AUTOMATIC SLIP RESPONSE

The Rockwell/Wabco 4 Channel Anti-lock braking system shall be provided with six (6) sensors. The system shall be supplied with (ASR) Automatic slip response. The ASR controls slip under acceleration.

COMPRESSION FITTINGS ON AIR SYSTEM

All air line fittings installed on the chassis shall be compression style fittings.

The following locations shall utilize push-on fittings:

- Pressure protection valve (accessory block)

- Double check valve (braking system, park brake)
- One way check valve (brake valve tank)
- Elbow Male Modified 1/4" tube x 1/4" MP (low air switch)
- Elbow Male 1/4" tube x 3/8"MP (brake pedal solenoid)
- Connector 1/4" x 3/8"MPT (brake pedal solenoid)
- Switch stoplight (Wabco sealed switch/brake light and service brake switch)
- Low pressure switch (PTC) (Wabco sealed switch/low air switch)

MISCELLANEOUS CHASSIS EQUIPMENT

Fluid capacity plate affixed below driver's seat.

Chassis filter part number plate affixed below driver's seat.

Maximum rated tire speed plaque near driver.

Tire pressure label near each wheel location.

Cab occupancy capacity label affixed next to transmission shifter.

Do not wear helmet while riding plaque for each seating position.

NFPA compliant seat belt and standing warning plates provided.

ALUMINUM CAB

The cab shall be a full tilt 6-person 10" rear raised roof cab designed specifically for the fire service and manufactured by the chassis builder. Rear of the cab shall be slanted forward at the top rear for mid-ship aerial use. The outside of the rear cab wall shall be aluminum diamond plate.

Apparatus cabs that are not manufactured by the apparatus manufacturer shall not be acceptable.

CAB DESIGN

The apparatus chassis shall be of an engine forward, fully enclosed tilt cab design. There shall be four (4) side entry doors.

The cab shall be of a fully open design with no divider wall or window separating the front and rear cab sections. The cab shall be designed in a manner that allows for the optimum forward facing vision for crew. Cab designs that utilize roof mounted air conditioning units, are not desired.

The cab shall be constructed of high strength 5052H32 aluminum plate welded to 6061-T6 extruded aluminum framing.

The cab roof shall utilize 5" x 5" honeycomb re-enforced 6061 T6 aluminum extrusion, with fully radiused outer corner rails with integral drip channel and 6061 T6 ¾" x 2" x 3/16" aluminum box tubing type cross brace supports. Structures that do not include an integral drip channel will not be accepted. The box tubing type cross brace supports shall be installed in a curved fashion beginning from the midline of the apparatus cab and curving toward the exterior corner rails. This curvature will allow for increased strength in the event of a roll over while not allowing for rainwater buildup on the apparatus cab roof.

The cab sides shall be constructed from 1 ½" x 3" x 3/16" 6061 T6 extruded door pillars and posts that provide a finished door opening, extruded and formed wheel well openings supports, formed aluminum wheel well liners and box tubing type support braces.

The cab floor and rear cab wall shall utilize 1 ¾" x 4" x 3/16" 6061 T6 extruded box tubing type framing and support bracing.

The framework shall be of a welded construction that fully unitizes the structural frame of the cab.

The structural extrusion framework shall be overlaid with interlocked aluminum alloy sheet metal panels to form the exterior skin of the cab. The cab sides shall be constructed of 3/16" thick 5052H32 aluminum plate that slides into an integral channel of the extrusion framework. The plate is then skip welded into that channel to allow for tolerable flex while the apparatus travels down the roadway. Cab designs that utilize 1/8" thick aluminum for the cab sides shall not be acceptable.

The structural extrusion framework shall support and distribute the forces and stresses imposed by the chassis and cab loads and shall not rely on the sheet metal skin for any structural integrity.

The cab face extrusion framework shall be overlaid with 1/8" thick 5052H32 aluminum plate to allow for an aesthetically pleasing radiused cab face.

CAB SUB-FRAME

The cab shall be mounted to a 4" x 4" x 3/8" steel box tube sub-frame, and shall be isolated from the chassis, through the use of no less than six (6) elastomeric bushings. This substructure shall be completely independent of the apparatus cab. The sub frame shall be painted to match the primary chassis color.

The sub-frame shall be mounted to the chassis through the use of lubricated Kaiser Bushings for the front pivot point, and two (2) hydraulically activated cab latches, to secure the rear.

Cab mounting that does not include a sub-frame shall not be considered. NO EXCEPTIONS.

CAB DIMENSIONS

The cab shall be designed to satisfy the following minimum width and length dimensions:

Cab Width (excluding mirrors) 98"

Cab Length (from C/L of front axle)

To front of cab (excluding bumper) 70"

To rear of cab 62"

Total Cab Length (excluding bumper) 132"

ROOF DESIGN

The cab shall be of a 10" one-half rear raised roof design with side drip rails and shall satisfy the following minimum height dimensions:

Cab Dimensions Interior

Front 59"

Rear 69"

Cab Dimensions Exterior

Front 65"

Rear 75"

FENDER CROWNS

Polished stainless steel front axle fenderettes with full depth radiused wheel well liners shall be provided.

CAB INSULATION

The exterior walls, doors, and ceiling of the cab shall be insulated from the heat and cold, and to further reduce noise levels inside the cab. The cab interior sound levels shall not exceed 80 decibels at 45 mph in all cab seat positions. NO EXCEPTIONS

EXTERIOR GLASS

The cab windshield shall be of a two piece curved design utilizing tinted, laminated, automotive approved safety glass. The window shall be held in place by an extruded rubber molding. The cab shall be finished painted prior to the window installation.

SUN VISORS

The sun visors shall be made of dark smoke colored transparent polycarbonate. There shall be a visor located at both the driver and officer positions, recessed in a molded form for a flush finish.

CAB STRUCTURAL INTEGRITY

The cab of the apparatus shall be designed and so attached to the vehicle as to eliminate, to the greatest possible extent, the risk of injury to the occupants in the event of an accident.

The apparatus cab shall be tested to specific load and impact tests with regard to the protection of occupants of a commercial vehicle.

A test shall be conducted to evaluate the frontal impact strength of the apparatus cab to conform to the test J2420 and the "United Nations Regulation 29, Annex 3, paragraph 4, (Test A). A second test shall be conducted to evaluate the roof strength of the apparatus cab to conform to the Society Of Automotive Engineers (SAE) SAE J2422/SAE J2420 and "United Nations Regulation 29, Annex 3, paragraph 5, (Test B) and SAE J2420. The evaluation shall consist of the requirements imposed by ECE Regulation 29, Paragraph 5.

The test shall be conducted by a certified independent third party testing institution.

A letter stating successful completion of the above test on the brand of cab being supplied shall be included in the bid. There shall be "no exception" to this requirement.

SEAT BELT TESTING

The seat belt anchorage system shall be tested to meet FMVSS 207 Section 4.2a and FMVSS 210 section 4.2. Testing shall be conducted by an independent third party product evaluation company.

A copy of the certification letter shall be supplied with the bid documents.

CAB LOCKDOWN LATCHES

Cab lockdown latches shall be provided to prevent the cab from being tilted in the down position. Once the cab tilt switch is engaged the cab latches will release to allow the cab to be tilted.

CAB TILT SYSTEM

An electrically powered hydraulic cab tilt system shall be provided and shall lift the cab to an angle of 45 degrees, exposing the engine and accessories for fluid checks and service work. The system shall be interlocked to only operate when the parking brake is set.

The lift system shall be comprised of two (2) hydraulic lift cylinders, an electrically driven hydraulic pump, and a control switch. The hydraulic pump shall be located on the exterior of the frame rail on the driver's side of the chassis that can be easily accessible when the cab is tilted. A mechanical locking system consisting of an air operated actuator and a heavy radiused wall 3" x 3" aluminum extrusion will be provided to ensure the cab remains in the raised position in the event of a hydraulic failure. Additionally, each of the hydraulic lift cylinders shall incorporate a check valve, and velocity fuses that will activate should a sudden drop in pressure be detected. The cab tilt controls shall be interlocked to the parking brake to ensure the cab will not move, unless the parking brake is set. The cab tilt controls will consist of a momentary raise/lower switch and a two position cab safety lock switch.

The hydraulic lift cylinders will be connected to a steel cab sub-frame, and not directly to the cab. NO EXCEPTIONS

MANUAL CAB LIFT

There shall be a manually operated hydraulic pump for tilting the cab in case the main pump should fail. Access to the pump shall be located under the left corner of the front bumper.

CAB DOORS

The cab doorframes shall be constructed from 6061 T6 aluminum extrusions fitted with a 5052 H32 aluminum sheet metal skin and shall be equipped with dual weather seals. The outside cab door window opening shall be framed by a black anodized aluminum trim, to provide a clean appearance. The cab doors shall be equipped with heavy-duty door latching hardware, which complies with FMVSS 206. The door latch mechanism shall utilize control cable linkage for positive operation. A rubber coated nylon web doorstop shall be provided.

The doors shall be lap type with a 10 gauge full-length stainless steel flange and 3/8" diameter hinge pin and shall be fully adjustable.

All openings in the cab shall be grommeted or equipped with rubber boots to seal the cab from extraneous noise and moisture.

The cab doors shall be designed to satisfy the following minimum opening and step area dimensions:

Door Opening:

Front	36.5" x 73"
Rear	36.5" x 73"

CAB STEPS

The lower cab steps shall be no more than 22" from the ground. Grip strut material shall be installed on the stepping surface.

An intermediate step shall be provided, mid way between the lower cab step, and the cab floor. The intermediate step shall be slightly inset to provide for safer ingress and egress. Diamondplate material shall be installed on the stepping surface.

All steps shall be covered with material that meets or exceeds the NFPA requirements for stepping surfaces.

AUXILIARY CAB STEPS

There shall be one additional step under each cab door to assist with entrance and exit of the cab. The steps shall be constructed of aluminum with a grip strut stepping surface.

STEP LIGHTS

A white TecNiq E45 LED strip light shall illuminate each interior cab step. These lights shall illuminate whenever the battery switch is on and the cab door is opened.

POWER WINDOWS

All four cab entry doors shall have power windows. Each door shall be individually operated and the driver's position shall have master control over all windows. All four windows shall roll down completely.

SIDE WINDOWS

Fixed position side window shall be provided on each side of the cab between the forward cab area and the crew cab area. The windows shall be approximately 20.5" high x 16.50" wide to provide maximum visibility. The side windows shall be held in place by an extruded rubber molding with a chrome plated decorative locking bead.

WINDOW TINTING

The crew cab windows and doors, with the exception of the driver's and officer's doors, and the windshield, shall be tinted with deep "limo" tint. The tint shall be incorporated into the window glass with eight percent (8%) light transmittance. Film tinting shall not be acceptable.

WINDSHIELD WIPERS

Two (2) black anodized finish two speed electric windshield wiper system. Dual motors with positive parking. System includes large dual arm wipers with built in washer system. One (1) master control works the wiper, washer and intermittent wipe features. Washer bottle is a remote fill with a 4 quart capacity. Washer fill is located just inside of officer cab door.

WINDSHIELD WIPERS DEACTIVATED

The windshield wipers shall be deactivated when the parking brake is engaged.

WINDSHIELD WASHER RESERVOIR

A four quart capacity windshield washer reservoir shall be provided. The fill access shall be located in the forward officer's step well area.

MIRRORS

Two (2) Lang Mekra 300 Series smooth chrome plated Aero style main and convex mirrors shall be installed on each side of the vehicle. The main mirror shall be 4-way remote adjustable with heat, 7" x 16" 2nd surface chromed flat glass. The convex shall be 6" x 8" 2nd surface chromed 400 mm radius glass. Each mirror housing assembly shall be constructed of lightweight textured chrome ABS with on truck glass and housing back cover replacement. In the event the mirror breaks the glass shall be replaceable in (3) minutes or less. The glass shall include a safety adhesive backing to keep broken glass in place. The mirror assembly shall be supported by a "C" loop bracket constructed of polished stainless steel tube utilizing two point mounting reducing vibration of mirror glass during normal vehicle operation. The lower section of the holder shall include a spring loaded single detent position 20 degrees forward with easy return to operating position without refocusing.

OUTRIGGER MIRROR, OFFICER'S SIDE

One (1) Truck-Lite 12" diameter convex mirror shall be provided and mounted on the rear wall of the cab, officer's side, for the purpose of viewing the officer's side outrigger from the outrigger controls in the L1 compartment area.

UPPER GRILLE

The front of the cab shall be equipped with a raised polished stainless steel grille with sufficient area to allow proper airflow into the cooling system and engine compartment. Plastic chrome plated grilles shall not be acceptable.

UPPER GRILLE LOGO

The upper grille shall have a laser cut flaming "S" logo in the upper portion of the grille. The cut out shall be illuminated by LED lights.

LOWER GRILLE

The front of the cab shall be equipped with a polished stainless steel lower grille with custom laser engraved design per customer specifications. The lower grille shall also be backlit with LEDs. Color shall be specified by customer. The design shall allow proper airflow into the cooling system and engine compartment. Plastic chrome plated lower grille shall not be acceptable.

PAINTED STEEL BUMPER

There shall be a 12" high painted formed steel wrap-around (45 degree) bumper provided at the front of the apparatus. The bumper shall be mounted to a reinforcement plate constructed of 1/4" x 12" x 70" carbon steel. The frame rail extension shall be a reinforced four-sided boxed frame rail for superior safety protection. A gravel shield shall be provided, constructed of .188" aluminum diamond plate. The bumper extension shall be approximately 24".

BUMPER SIDES

The sides of the bumper shall also be painted steel in lieu of diamond plate. Each side shall feature a recessed painted steel pocket for the marker light and any auxiliary lighting option selected. The pocket shall be a welded integral part of the bumper skin.

BUMPER ANGLE SIDES

The angled sides of the bumper shall feature a recessed painted steel pocket for any auxiliary lighting option selected. The pocket shall be a welded integral part of the bumper skin.

The bumper shall be notched to accommodate the pipe for the front suction.

STORAGE WELL COMPARTMENT

There shall be a hose well compartment located in the center of the front bumper. The compartment shall run 3/4 the length of the bumper and measure approximately 60" long x 16" wide x 6" deep at the ends and 12" deep in the center. The compartment shall be constructed of .125" smooth aluminum plate.

DIAMOND PLATE BUMPER LID

There shall be a 1/8" diamond plate cover with latches provided for the front bumper trough. The cover shall have a 2" rise to accommodate the storage well requirements.

BUMPER TROUGH LIGHTING

A white TecNiq E44 LED strip light shall be installed on the underside of the front bumper trough lid, and shall illuminate the entire trough when the lid is opened.

PROTECTIVE BUMPER COATING

A Raptor texture coating shall be provided along the top edge of the front steel bumper. The color of the coating shall be determined at precon.

AIR HORNS

Two (2) Hadley H00978 rectangular, chrome plated, air horns shall be provided.

AIR HORN BUMPER CUT-OUTS

The air horns shall be installed behind perforations in the front bumper.

AIR HORNS WIRED TO STEERING WHEEL

The air horns shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.

MOMENTARY SWITCH ON DASH

A momentary switch for the air horns shall be provided on the officer's side dash.

ELECTRONIC SIREN

One (1) Whelen 295HFSA7 electronic siren shall be installed at the cab instrument panel complete with noise canceling removable microphone. The remote control head shall be flush mounted in a location specified by the fire department.

SIREN SPEAKERS

Two (2) Whelen SA314B 100 watt weatherproof aluminum siren speakers with black epoxy-coated finish shall be provided and wired to the electronic siren.

SPEAKER MOUNTING

The electronic siren speaker(s) shall be installed behind the main cab grille.

FEDERAL Q2B SIREN

There shall be a Federal Q2B-NN siren installed in the center of the cab grille. The siren shall be securely mounted and activated by means of a solenoid and shall include a brake.

SIREN WIRED TO STEERING WHEEL BUTTON

The mechanical siren shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.

FOOT SWITCH, DRIVER'S SIDE

A foot switch for the mechanical siren shall be provided on the driver's side.

MOMENTARY SWITCH ON DASH

A momentary switch for the mechanical siren shall be provided on the officer's side dash.

SIREN BRAKE SWITCH

A brake switch for the mechanical siren shall be provided in the lower command console for both the driver's and officer's position.

CAB EXTERIOR LIGHTING

Exterior lighting and reflectors shall meet or exceed Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements.

HEADLIGHTS

The front low and high beam headlights shall be FIRETECH model FT-4X6 LED, rectangular shaped, quad style installed in custom rectangular shaped stainless steel housings on the front of the cab. Each housing shall accommodate a forward-facing turn signal in the outboard location and a side-facing warning light.

An additional pair of rectangular shaped stainless steel housings shall be installed on the front of the cab above the headlight housings. Each housing shall accommodate two (2) forward-facing warning lights and a side-facing turn signal.

HEADLIGHT FINISH

The interior components of the headlights shall have a chrome finish.

ALTERNATING HEAD LAMP

The headlights shall have an alternating flash feature for emergency response use.

FRONT TURN SIGNALS

There shall be four (4) Whelen 400 Series Model 40A00AAR LED rectangular amber turn signal lights mounted one (1) each side in the front of the headlight housings and one (1) mounted on the side of each warning light housing.

CORNERING LIGHTS

Two (2) Whelen Model M6 LED cornering lights shall be mounted on the sides of the bumper, one each side. The lights shall come on steady with their coordinating turn signal.

ICC/MARKER LIGHTS

Five (5) ICC, LED marker lights shall be integrated in the brow light mounted on the front of the cab to meet D.O.T. requirements.

EXTERIOR CAB HANDRAILS

There shall be four (4) 24" long, handrails provided and installed, one at each cab entrance. The handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange.

Sufficient space shall allow for a gloved hand to firmly grip the rail.

COAT HOOKS FOR GRAB HANDLES

There shall be a coat hook installed on the lower portion of the two exterior cab handrails, on the driver's side, for hanging of coats, turnout gear, etc.

COAT HOOKS FOR GRAB HANDLES

There shall be a coat hook installed on the lower portion of the two exterior cab handrails, on the officer's side, for hanging of coats, turnout gear, etc.

INTERIOR CAB HANDRAILS

There shall be two (2) rubber coated grab handles provided and mounted on the interior of the cab, one each side, on the windshield post for ingress assistance. The handrail on the driver's side shall be approximately 11" long and the handrail on the officer's side shall be approximately 18" long.

CAB DOOR HANDRAILS

There shall be two (2) rubber coated grab handles provided and mounted, one on the inside of each rear crew door, just below the windowsill. The handrails shall be approximately 11" long.

INTERIOR DOOR STRAP

A nylon strap shall be provided on the lower hinge of each interior cab door to assist with entry.

CAB REAR WALL COVERING

The rear outside wall of the cab shall be covered with 1/8" aluminum diamond plate.

DIAMOND PLATE, CAB ROOF

The rear exterior section roof of the cab shall have a diamond plate overlay. The overlay shall be constructed of .125" aluminum embossed diamond plate and measure 30" x 91".

CAB INTERIOR

The metal surfaces of the cab interior shall be coated and sealed with Raptor heavy duty, gray polyurethane blended coating. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear.

The front and rear headliners, as well as the rear cab wall, shall be finished in Gray-Black Durawear covered padded panels.

INTERIOR DOOR PANELS

The interior of the cab entry doors shall have a 304 brushed stainless steel scuff plate, contoured to the door, from the door window sill down.

CAB FLOOR COVERING

The cab interior floor shall be covered with a 5/16" thick, black rubberized material to provide a rugged but cosmetically pleasing stepping surface throughout the cab. The floor covering shall provide superior durability and resistance against foreign objects as well as normal wear and tear.

DIAMOND PLATE, CAB FLOOR

The cab floor shall be covered with 1/8" embossed diamondplate.

ENGINE ENCLOSURE

An integral, formed aluminum and composite engine enclosure shall be provided. The engine enclosure shall be contoured and blended in an aesthetically pleasing manner with the interior dash and flooring of the cab. The enclosure shall be kept as low as possible, to maximize space and increase crew comfort.

The enclosure shall be constructed from 5052 H2 aluminum plate and GRP composite materials, providing high strength, low weight, and superior heat and sound deadening qualities.

Additionally, the underside of the engine enclosure shall be coated in with a ceramic spray on insulation and sound control. This coating is an environmentally-friendly coating that is applied seamlessly and rapidly while providing superior thermal insulation and protection against vibration and noise, and will prevent future corrosion from forming by sealing the substrate. NO EXCEPTIONS

ENGINE ENCLOSURE COVERING

The top of the engine enclosure shall be covered with Scorpion heavy duty, black polyurethane blended coating. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear as well as sound deadening and insulation. The rubberized cab floor covering shall extend up the lower exterior sides of the engine enclosure to aid in sound deadening and heat resistance.

CENTER CONSOLE EXTENSION

There shall be an extension added to the center console area on top the engine enclosure between the driver and officer. The console shall be constructed from smooth aluminum and shall be coated with a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish.

TOP OF EXTENSION

There shall be a flat work surface on top of the center console extension between the driver and officer.

SIDES OF EXTENSION

There shall be two (2) storage slots measuring 6"L x 2"W x 3"D each recessed into the upper portion of each side of the center console extension. One (1) slot shall be accessible to the driver and the other accessible to the officer.

ENGINE HOOD LIGHTS

An LED work light shall be installed in the engine enclosure with an individual switch located on the base of the light.

WORK SURFACE

There shall be a flat work surface in front of the officer's seat.

UPPER CREW DOOR AREA

A glove box holder shall be provided in each upper cab crew door area. The holder shall be constructed of 3/16" smooth aluminum, capable of holding two (2) EMS glove boxes.

CHASSIS WIRING

All chassis wiring shall have XL high temperature crosslink insulation. All wiring shall be color-coded, and the function and number stamped at 3" intervals on each wire. All wiring shall be covered with high temperature rated split loom for easy access to wires when trouble shooting. All electrical connectors and main connectors throughout the chassis shall be treated to prevent corrosion.

MASTER ELECTRICAL PANEL

The main chassis breaker panel shall be wired through the master disconnect solenoid and controlled by the three-position ignition rocker switch. The breaker panel shall be located in front of the officer on the interior firewall and shall be protected by a removable aluminum cover. The cover shall have an aluminum notebook holder on the exterior face accessible to the officer. The cover shall be painted with a durable finish to match the interior of the cab and shall be secured with two (2) thumb screws.

The breaker panel shall include up to 22 ground switched relays with circuit breaker protection. An integrated electrical sub-panel shall be provided and interfaced to the body and chassis through an engineered wire harness system.

Twelve (12) 20-ampere relays and one (1) 70-ampere relay shall be provided for cab light bar and other electrical items. If the option for a mechanical siren has been selected two (2) additional relays shall be provided.

Up to two (2) additional relay boards with circuit breaker protection shall be provided for additional loads as required. Each board shall contain four (4) relays. The relay boards shall be configured to trip with input from switch of positive-negative or load manager by moving the connector on the board (no tools required).

All relay boards shall be equipped with a power-on indicator light (red), input indicator light (green) and power output indicator light (red).

Up to twenty-three (23) additional automatic reset circuit breakers for non-switched loads that are remotely switched (ie: heater fans, hood lights, etc.) shall be provided.

All relays and circuit breakers on the relay boards shall be pull-out/push-in replaceable.

All circuit breakers on the relay boards shall be 20 ampere automatic reset which can be doubled or tripled for 40 or 60-ampere capacity.

The system shall utilize Deutsch DRC weather resistant connectors at the breaker panel, toe board and main dash connections.

All internal wire end terminals, including locking connectors, shall be mechanically affixed to the wire ends by matching terminal crimping presses to assure the highest quality terminations.

All internal splices shall be ultrasonically welded connections and all internal wiring shall be high temperature GXL type wire that is protected by wiring duct wherever possible.

All switches shall be ground controlled; no power going through any rocker switch.

Any switch controlling a relay in the breaker panel shall be capable of being set to function only when the parking brake is set. All relays shall be tagged with the function that the relay is controlling.

INSTRUMENT PANEL

The main dash shroud, which covers the area directly in front of the driver from the doorpost to the engine hood, shall be constructed of vacuum formed ABS material with scorpion texture. The dash shall be a one-

piece hinged panel that tilts outward for easy access to service the internal components. The gauge panel shall be constructed with a .125" aluminum panel, covered with a scratch resistant reverse printed and laminated poly carbonite.

The gauges shall be AMETEK Vehicular Instrumentation Systems (VIS), Next Generation Instrumentation System (NGI) with built-in self-diagnostics and red warning lights to alert the driver of any problems. All gauges and controls shall be backlit for night vision and identified for function. All main gauges and warning lights shall be visible to the driver through the steering wheel.

MASTER BATTERY & IGNITION SWITCH

The vehicle shall be equipped with a keyless ignition, with a three (3)-position Master Battery rocker switch, "Off/ACC/On" and a two (2)-position Engine Start rocker switch, "Off/Start".

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One control shall be for regeneration and one control shall be to inhibit engine regeneration. These shall be located below the steering wheel in the kick panel.

INSTRUMENTATION & CONTROLS

Instrumentation on dash panel in front of the driver:

Tachometer/hourmeter with high exhaust system regeneration temperature, and instrument malfunction indicators

Speedometer/odometer with built in turn signal, high beam, and re-settable trip odometer

Voltmeter

Diesel fuel gauge

DEF (Diesel Exhaust Fluid) gauge

Engine oil pressure

Transmission temperature

Engine temperature

Primary air pressure

Secondary air pressure

Indicators and warning lights in front of the driver:

Parking brake engaged

Low air with buzzer

Antilock brake warning

- Check transmission
- Transmission temperature
- Upper power indicator
- Seat belt
- Engine temperature
- Low oil indicator
- Low voltage indicator
- Air filter restriction light
- Low coolant indicator
- High idle indicator
- Power on indicator
- Check engine
- Stop engine
- Check engine MIL lamp
- DPF indicator
- High exhaust temperature
- Wait to start

Other indicator and warning lights (if applicable):

- Differential locked
- PTO (s) engaged
- Auto-slip response
- Retarder engaged
- Retarder temperature
- ESC indicator
- Jacks Out
- Jacks Down

Controls located on main dash panel in front of the driver:

- Master power disconnect with ignition switch
- Engine start switch
- Headlight switch
- Windshield wiper/washer switch
- Differential lock switch (if applicable)
- Dimmer switch for backlighting

Controls included in steering column:

- Horn button
- Turn signal switch
- Hi-beam low-beam switch
- 4-way flasher switch

Tilt-telescopic steering wheel controls

CENTER CONTROL CONSOLE

There shall be an ergonomically designed center control console. The console shall be constructed of 1/8" smooth aluminum and shall be mounted on the engine hood between the driver and officer. The console shall have a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish. The console shall have an aluminum lift-up lid with quick release latch. The lid shall be held in the open position with a gas strut to allow for easy access and serviceability.

Controls located in the console conveniently accessible to the driver:

- Transmission shifter
- Pump shift control with OK TO PUMP and PUMP ENGAGED lights
- Remote mirror control
- Illuminated rocker switches to control high idle, Jacob's brake, siren/horn, siren brake, master emergency, and other customer specified components
- 12V power point (if applicable)

Controls located in the console conveniently accessible to the driver and the officer (center):

- Parking brake control with a guard to prevent accidental engagement

Controls located in the console conveniently accessible to the officer:

- Illuminated rocker switches to control customer specified components that are easily reachable to the officer and do not allow for compromise of the driver's view, and eliminate the need for foot switches
- Surface to recess siren head, radio head, or other desired items as space permits
- 12V power point (if applicable)

Driving compartment warning labels shall include:

- HEIGHT OF VEHICLE
- OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION
- DO NOT USE AUXILIARY BRAKING SYSTEMS ON WET OR SLIPPERY ROADS
- EXIT WARNINGS

Additional labels included:

- COMPUTER CODE SWITCH
- ABS CODE SWITCH
- FLUID DATA TAG
- CHASSIS DATA TAG

OVERHEAD CONTROL CONSOLE

An ergonomically designed overhead console shall be provided above the driver and officer, running the full width of the cab. The overhead console shall be constructed from 1/8" aluminum plate and shall be painted with a durable finish to match the inside of the cab. There shall be seven (7) removable 1/8" smooth aluminum plates with a black wrinkle finish to house switches and other electrical items.

Directly above the driver there shall be two (2) panels with no cutouts, unless otherwise specified by the customer.

There shall be a panel located to the right of the driver that shall be designated for defroster, heat, and air conditioning controls (if specified).

The center overhead panel shall be designated for up to seven (7) door ajar indicators. Upon releasing the apparatus parking brake, one or more of these lights shall automatically illuminate (flash) when any of the following conditions occur that may cause damage if the apparatus is moved: cab or compartment door is open; ladder or equipment rack is not stowed; stabilizer system deployed; any other device has not been properly stowed.

There shall be a panel to the left of the officer as well as two (2) directly above the officer. These panels shall have no cutouts, unless otherwise specified by the customer.

ENGINE WARNING SYSTEM

An engine warning system shall be provided to monitor engine conditions such as low oil pressure, high engine temperature and low coolant level. Warning indication shall include a STOP ENGINE (red) light with audible buzzer activation and a CHECK ENGINE (amber) light. Note: (Some engine configurations may also include a fluid warning light.)

There shall be a master information light bar with 24 lights located across the center of the dash panel that covers up to 24 functions. These are defined under Indicators and Warning Lights above.

PUMP SHIFT MODULE

A pump shift module with indicating lights shall be located within easy reach of the driver. A gear lockup shall be provided to hold the transmission in direct drive for pump operation.

PUMP INTERLOCK

While the apparatus is in pump gear the odometer shall not be connected so that engine miles are not counted during pumping operations. The user shall still reference the engine RPM and light indicated in the lower console to verify that the unit is in pump gear.

PROGRAMMABLE LOAD MANAGER

Load manager shall have the ability to sequence loads on and off. The Super Node II has twenty-four (24) inputs and twenty-four (24) outputs. Eighteen (18) are positive polarity outputs and six (6) are ground polarity outputs. It shall also be able to establish a 8 priority levels to shedding loads when the vehicle is stationary, starting at 12.8 volts lowest priority load to be shed, then respectively at 12.7, 12.5, 12.3, 12.1, 11.9, 11.5 and never shed volts DC. An output is shed (turned OFF) when the system voltage drops below the designated priority level's shed voltage for thirty (30) seconds. If the voltage has dropped below multiple priority level shed voltages then each higher priority level will shed before the lower priority levels. An output is unshed (turned back ON) when the system voltage rises above the designated priority level's unshed voltage for ten (10) seconds. If the voltage has risen above multiple priority level unshed voltages then each lower priority level will unshed before the upper priority levels.

MASTER SWITCH

All outputs can be tied or not tied to the stage switch. In fire apparatus this switch is typically referred to as the master switch. The state of the stage switch is controlled by Utility Module output memory space 3. When this output is active the stage switch is active. Any output tied to the stage switch will be OFF if the stage switch is not active regardless of the output's multiplex equation. Set an output to be tied to the stage switch by checking the stage switch box in its "Output Port Load Settings" under the "Settings" tab. The name of the stage switch can be changed from the standard "stage" to anything desired by modifying the text in the "Output Port Load Settings" area.

AUTOMATIC HIGH IDLE ACTIVATION

The Utility Module's high idle request (input memory space 2) is activated when the system voltage drops below the high idle threshold (12.8 volts standard or 25.6 volts if 24 volt load management is enabled) for 8 seconds or longer AND load management has been enabled (Utility Module output memory space 1 is active). The high idle request will remain active as long as the voltage remains below the voltage threshold and for 3 minutes after the system voltage rises above the voltage threshold. High idle can be canceled by activating the Utility Module's high idle cancel (output memory space 0).

HIGH IDLE

The engine shall have a "high idle" switch on the dash that shall maintain an engine RPM of 1,000. The switch shall be installed at the cab instrument panel for activation/deactivation. The "high idle" mode shall become operational only when the parking brake is on and the truck transmission is in neutral.

CAB ACCESSORY FUSE PANEL

A fuse panel shall be located underneath the rear facing seat on the officer's side. The fuse panel shall consist of six (6) battery hot and six (6) ignition switch circuits. Each circuit shall be capable of 10-ampere 12-volt power and total output of 50-amps. The fuse panel shall be capable of powering accessories such as hand held spotlights, radio chargers, hand lantern chargers and other miscellaneous 12-volt electrical components.

POWER & GROUND STUDS, OVERHEAD COMMAND CONSOLE

There shall be a set of four (4) threaded power studs provided in the cab's overhead Command Console for future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 60-amp, direct to the battery ignition off.
- One (1) 12-volt 30-amp switched battery first position on ignition switch.
- One (1) 12-volt 30-amp ignition power second position on ignition switch.
- One (1) 12-volt 125-amp ground.

VEHICLE DATA RECORDER

An Akron / Weldon vehicle data recorder as required by the 2009 edition of NFPA 1901 shall be installed. Vehicle data shall be sampled at the rate of 1 second per 48 hours, and 1 minute per 100 engine hours.

Free software is available to allow the fire department to collect the data as needed.

LIGHTING CAB INTERIOR

Interior lighting shall be provided inside the front of the cab for passenger safety. Two (2) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens. One light shall be located over each the officer and driver's position. The lights shall also activate from the open door switch located in each cab doorjamb.

LIGHTING CREW CAB INTERIOR

Interior lighting shall be provided inside the crew cab for passenger safety. Two (2) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens shall be provided. The lights shall also activate from the open door switch located in each cab doorjamb.

HEAVY DUTY HEATER/DEFROSTER/AIR CONDITIONER

There shall be a minimum 80,000 cool BTU and 65,000 heat BTU single unit, heater/air conditioner mounted over the engine cover. The unit shall be mounted in center of the cab on the engine hood/enclosure. Unit shall have a shutoff valve at the right side of the frame, next to the engine. Airflow of the heater/air conditioner shall be a minimum 1200 CFM. To achieve maximum cooling, a TM-31 Compressor (19.1 cu. in.) will be used.

The defroster/heater shall be a minimum of 35,000 BTU and shall be a separate unit mounted over the windshield. There shall be eight (8) louvers/diffusers to direct to windshield and door glass. Airflow of the defroster/heater shall be a minimum 350 CFM. The unit shall be painted Zolatone greystone to match the cab ceiling.

The condenser shall be roof mounted and have 80,000 BTU rating. The unit shall include two fan motors. Airflow of the condenser shall be a minimum 2250 CFM. (This roof-mounted condenser shall work at full rated capacity at an idle with no engine heat problems.)

HEATER/DEFROSTER/AIR CONDITIONING CONTROLS

The heater/defroster/air conditioning shall be located in the overhead console in the center of the apparatus cab within reach of the driver and officer. The controls shall be illuminated for easy locating in dark conditions. The controls shall be located in such a way that the driver will not be forced to turn away from the road to make climate control adjustments. Control of all heater/defroster/air conditioning functions for the entire apparatus cab shall be achieved through these controls.

DEFROSTER DIFFUSER

A molded diffuser made of durable ABS plastic ductwork system shall be provided. It shall be form fitted and shall attach to the cab's overhead defroster unit to provide temperature controlled air to the windshields. Air flow of up to 280 cfm is balanced and directed across the entire windshield for optimum defrosting capability in all types of weather.

TOOL MOUNTING PLATE

There shall be a 3/16" smooth aluminum plate installed on top of the heat/ air conditioning unit for use in mounting of equipment. The plate shall measure approximately 25" wide x 19.5" long and shall be spaced up 1". The mounting plate shall feature beveled edges on the front and rear for a finished appearance. The plate shall be coated with the same finish as the heat/air conditioning unit and shall be secured with screws for easy replacement.

DRIVER'S SEAT

A USSC Valor ABTS seat with air suspension shall be provided for the Driver. The seat shall be equipped with a red 3-point shoulder harness with a lap belt and dual retractors built into the seat assembly. The seat shall have fore/aft adjustment and shall be upholstered with heavy duty material.

SEAT BELT CONFIGURATION

The seat belt shall be pulled from the left shoulder to the buckle on the right.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

OFFICER'S SEAT

A USSC Valor ABTS SCBA fixed base seat shall be provided for the Officer. The fixed based comes with 6 slides to allow for fore/aft adjustment. The seat back shall have a SCBA cavity. The seat shall be equipped with a red 3-point shoulder harness with a lap belt and dual retractors built into the seat assembly. The seat shall be upholstered with heavy duty material.

SEAT BELT CONFIGURATION

The seat belt shall be pulled from the right shoulder to the buckle on the left.

UNDER SEAT STORAGE COMPARTMENT

There shall be a storage area under the officer's seat, accessible from the front through a hinged door with Southco C5 compression lever latch. The door shall be painted with a durable finish to match the inside of the cab and shall be vertically hinged near the engine enclosure.

The storage area shall be approximately 19.5" wide x 14.375" high x 21.75" deep. The lower rear portion of the compartment shall be tapered to accommodate the wheel well and wiring chase. The opening shall be approximately 15.5" wide x 10.5" high.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

EMS CABINET, REAR FACING

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 21" wide x 22" deep x 39" high. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of the rear facing crew seat behind the driver.

INTERIOR COMPARTMENT OPENING

The compartment shall come complete with a single interior access opening with an Amdor satin finished roll-up door to cover that opening.

DOOR LOCK

The interior door shall be equipped with a lock and key.

ADJUSTABLE SHELVES

There shall be two (2) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188 aluminum plate and have two 1.5" x 1.5" x .188" aluminum angles welded to the underside of the shelf for support.

EMS CABINET, REAR FACING

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 21" wide x 18" deep x 39" high. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of one of the rear facing crew seats behind the officer.

INTERIOR COMPARTMENT OPENING

The compartment shall come complete with a single interior access opening with an Amdor satin finished roll-up door to cover that opening.

DOOR LOCK

The interior door shall be equipped with a lock and key.

ADJUSTABLE SHELF

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188 aluminum plate and have two 1.5" x 1.5" x .188" aluminum angles welded to the underside of the shelf for support.

CREW SEAT – DRIVER'S SIDE, FORWARD FACING, INBOARD

A USSC Valor ABTS SCBA flip-up seat shall be installed in the Driver's side forward-facing inboard position. The seat back shall have a SCBA cavity. The seat shall be equipped with a red 3-point shoulder harness with a lap belt and dual retractors built into the seat assembly. The seat shall be upholstered with heavy duty material.

SEAT BELT CONFIGURATION

The seat belt shall be pulled from the left shoulder to the buckle on the right.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

CREW SEAT – OFFICER’S SIDE, FORWARD FACING, INBOARD

A USSC Valor ABTS SCBA flip-up seat shall be installed in the Officer's side forward-facing inboard position. The seat back shall have a SCBA cavity. The seat shall be equipped with a red 3-point shoulder harness with a lap belt and dual retractors built into the seat assembly. The seat shall be upholstered with heavy duty material.

SEAT BELT CONFIGURATION

The seat belt shall be pulled from the right shoulder to the buckle on the left.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

CREW SEAT – DRIVER’S SIDE, FORWARD FACING, OUTBOARD

A USSC Valor ABTS SCBA flip-up seat shall be installed in the Driver's side forward-facing outboard position. The seat back shall have a SCBA cavity. The seat shall be equipped with a red 3-point shoulder harness with a lap belt and dual retractors built into the seat assembly. The seat shall be upholstered with heavy duty material.

SEAT BELT CONFIGURATION

The seat belt shall be pulled from the left shoulder to the buckle on the right.

HELMET STORAGE

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

SEAT UPHOLSTERY COLOR

The cab seat upholstery shall be black in color.

CUSTOM SEAT LOGOS

The seats shall include a custom logo in the headrest. The existing artwork shall be utilized.

SCBA BRACKETS

Each SCBA seat in the cab shall feature an IMMI SmartDock hands-free self contained breathing apparatus (SCBA) storage bracket within the seat back.

The bracket shall consist of a main vertical support bracket, lower guide plate with valve retaining tabs, top claw assembly with wings, and an integral height adjustment knob. The top claw shall be adjustable for different diameters of SCBA cylinders. The head height shall be adjustable with the integrated adjustment knob for different heights of SCBA cylinders.

The bracket shall feature single-motion SCBA insertion and hands-free release when the fire fighter stands up to exit the seat. In the event of a collision, the top claws lock from inertial forces for a secure hold.

SEAT BELT WARNING SYSTEM

An Akron / Weldon seat belt warning system shall be provided, and shall monitor each seating position. Each seat shall be supplied with a sensor that, in conjunction with the display module located on the dash, shall determine when the seat belt was fastened and if the seat is occupied. An icon shall represent that the seat is properly occupied. An audible and visual alarm shall be activated if the seat is occupied and/or the belt is not fastened in the proper sequence.

CREW SEAT COMPARTMENT

A compartment shall be provided under the forward facing crew seats on the back wall of the cab. The compartment shall be full through, with an access door on each side and front, accessible from the interior of the crew cab. Compartment dimensions are 78"L x 14.2"H x 19"W.

IN-CAB OVERHEAD STORAGE AREA

An overhead storage area shall be provided at the front of the raised roof portion inside of the cab above the engine hood. The center storage area shall be approximately 44" wide x 10.5" high x 17" deep and shall have a Zolatone gray/black rubberized, textured finish to match the cab interior. Removable nylon netting shall be provided to cover the storage area opening.

Provisions shall be made for the installation of customer furnished radio.

ANTENNA MOUNTING

The customer supplied radio antenna shall be installed in the cab roof with the coax cable run to the radio mounting area. The radio location shall be determined at the pre-construction meeting.

COMMUNICATIONS SYSTEM

A Setcom LiberatorMAX single radio intercom shall be provided. The system shall service four (4) cab seat positions. The driver and officer shall have CSB-900MAX wireless headsets with radio transmit capabilities. The two crew seats shall have CSB-901MAX wireless headsets with intercom only capabilities.

The system shall include the following components:

- (1) MS-900MAX intercom master station
- (2) CSB-900MAX headsets each with 12V charger and base station
- (2) CSB-901MAX headsets each with 12V charger
- (1) Mobile radio interface cable as required
- (4) Headset hooks

CAMERA SYSTEM

A Brigade powered model #7296, Backeye HD360° Video camera system kit shall include a 7" monitor, (4) four high definition cameras, an Electronic Control Unit (ECU), required harnesses and a manual camera switch. The system kit shall provide split video feed with bird's-eye view and individual camera views. It shall be capable of integrating with an existing vehicle system for an automatic camera view, which seamlessly switches from front/left/right/rear views based on turn signal and reverse activation. It shall also feature a switch module that allows the operator to override the default camera view. The system shall feature NTSC video inputs for (4) four cameras, and also have NTSC, CVBS (SD) 2-channel view output. It shall have a 185 degree horizontal camera view angles, and have a resolution of 800 x 480 at 30 FPS (frames per second).

The system shall operate from 9 to 36 VDC, and shall consume no more than 15 watts of power. It shall operate from -22° F to 158° F. The ECU (Electronic Control Unit) shall have dimensions of 6.6" L x 5" H X 1.4" D. The camera shall have dimensions of 1.4" L X 2.4" H X 1.8" D. A 2 year warranty shall also be provided with the system.

FIRE PUMP HALE QMAX-200

Fire pump shall be midship mounted. The fire pump shall be of the double suction single stage centrifugal type, carefully designed in accordance with good modern practice.

The pump shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI.

The pump body shall be horizontally split, on a single plane, casing type with removable lower casing for easy removal of the entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump in the chassis.

All moving parts in contact with water shall be of high quality bronze or stainless steel. Easily replaceable bronze labyrinth wear rings shall be provided. Discharge passage shall be designed to accomplish uniform pressure readings as the actual pump pressure. The rated capacity of the fire pump shall be 2000 gallons per minute in accordance with NFPA# 1901.

The pump shaft shall be rigidly supported by three bearings for a minimum deflection. One high lead bronze sleeve bearing to be located immediately adjacent to the impeller (on side opposite the drive unit). The sleeve bearing shall be lubricated by a force fed, automatic lubrication system, pressure balanced to exclude foreign material. The remaining bearings shall be heavy duty type, deep groove ball bearings in the gear box and they shall be splash lubricated.

PUMP TRANSFER CASE – K SERIES

The drive unit shall be designed of ample capacity for lubricating reserve and to maintain the proper operating temperature. Pump drive unit shall be of sufficient size to withstand up to 18,500 lbs. ft. torque of the engine in both road and pump operating conditions.

The gearbox drive shafts shall be heat treated chrome nickel steel input and output shafts shall be at least 2-3/4" in diameter, on both the input and output shafts. They shall withstand the full torque of the engine in both road and pump operating conditions.

The engagement of the pump transmission shall be of such design so as to permit transfer of power from road to pump operation only after vehicle is completely stopped. The pump shift shall be air actuated from the cab and have both a green "Pump Engaged" light, and a green "O.K.-To-Pump" light. A third green light shall be provided on the pump operator's panel for "Throttle Ready".

The pump drive unit shall be cast and completely manufactured and tested at the pump manufacturer's factory.

MECHANICAL PUMP SEAL

The pump seal shall be a maintenance free mechanical pump type seal.

PUMP ANODE

A Hale pump anode kit shall be provided and installed in the pump body. A minimum of two (2) anodes shall be installed, one (1) in the suction side and one (1) in the discharge side of the pump.

PUMP TEST & CERTIFICATION

The pump shall be tested and certified by a third party independent testing agency, in accordance with NFPA 1901. A 3 hour pumping test from draft shall be conducted consisting of 2 hours of continuous pumping at 100% of rated capacity at 150PSI net pump pressure, followed by ½ hour of continuous pumping at 70% of rated capacity at 200PSI net pump pressure, and ½ hour of continuous pumping at 50% of rated capacity at 250PSI net pump pressure). The testing shall also include a pressure control system test, priming system test, vacuum test, a gauge/flowmeter test, and a pumping engine overload test. If the apparatus is equipped with a water tank, the water tank-to-pump test shall also be included.

AUXILIARY COOLER

An auxiliary cooler shall be furnished to provide additional cooling to the engine under extreme pumping conditions. Water from the pump is to be piped to the coils of the heat exchanger allowing the engine fluid to be cooled as required.

PUMP CONNECTIONS

All suction and discharge lines (except pump manifolds) 1" and larger shall be heavy-duty stainless steel pipe. Where vibration or chassis flexing may damage or loosen piping or where a coupling is necessary for servicing, a flexible connection shall be furnished. All lines shall be drained by a master drain valve or a separate drain provided at the connection. All individual drain lines for discharges shall be extended with a 90 degree fitting in order to drain below the chassis frame. All water carrying gauge lines shall utilize nylon tubing.

TANK TO PUMP

The booster tank shall be connected to the intake side of the pump with a check valve. The 3" tank to pump line shall run from a bottom sump into the 3" valve. To prevent damage due to chassis flexing or vibration, a short 3" flexible rubber hose coupling shall be used to connect the tank to the intake valve.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an Innovative Controls push/pull handle located at the operator's panel.

TANK FILL

A 1.5" tank fill shall be provided, using a quarter turn full flow ball valve controlled from the pump operator's panel.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an Innovative Controls push/pull handle located at the operator's panel.

PRESSURE GOVERNOR / MONITORING DISPLAY

Fire Research PumpBoss model PBA400-A00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, two (2) 600 psi pressure sensors, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8" wide by 1 3/4" deep. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

CHECK ENGINE and STOP ENGINE warning LEDs

Engine RPM; shown with four daylight bright LED digits more than 1/2" high

Engine OIL PRESSURE; shown on an LED bar graph display in 10 psi increments

Engine TEMPERATURE; shown on an LED bar graph display in 10 degree increments

Transmission TEMPERATURE; shown on an LED bar graph display in 10 degree increments

BATTERY VOLTAGE; shown on an LED bar graph display in 0.5 volt increments

PSI / RPM setting; shown on a dot matrix message display

PSI and RPM mode LEDs

THROTTLE READY LED.

A dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator.

The program shall store the accumulated operating hours for the pump and engine, previous incident hours, and current incident hours in a non-volatile memory. Stored elapsed hours shall be displayed at the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

High Engine RPM

High Transmission Temperature

Low Battery Voltage (Engine Off)

Low Battery Voltage (Engine Running)

High Battery Voltage

Low Engine Oil Pressure

High Engine Coolant Temperature

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A control knob that uses optical technology shall adjust pressure or RPM settings. It shall be 2" in diameter with no mechanical stops, a serrated grip, and have a red idle push button in the center.

A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include

recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and monitoring display shall be programmed to interface with a specific engine.

INTAKE RELIEF

There shall be a Task Force Tips A1831 intake relief valve installed on the intake side of the pump. The surplus water shall be discharged away from the pump operator and terminate with Male NPT pipe thread. System is field adjustable.

6" PUMP INLET

A 6" diameter suction port with 6" NST male threads shall be provided, on the left side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

2.5" LEFT SIDE INLET

A 2.5" gated inlet valve shall be provided on the left side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

6" PUMP INLET

A 6" diameter suction port with 6" NST male threads shall be provided, on the right side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

2.5" RIGHT SIDE INLET

A 2.5" gated inlet valve shall be provided on the right side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

FRONT SUCTION

A front suction, with chrome long handle cap, shall be provided. The inlet pipe shall be constructed of 4" stainless steel pipe. An air bleeder line shall be provided to eliminate trapped air. The inlet shall terminate at the front bumper.

INTAKE VALVE

A Hale Master Intake valve shall be installed on the above specified intake. It shall be electrically actuated from the pump panel and include a manual override hand wheel on the pump panel. The valve shall include a pressure relief valve to guard against incoming pressure surges.

INTAKE RELIEF

A relief valve shall be installed on the intake side of the pump. The surplus water shall be discharged away from the pump operator and terminate with Male NST hose thread.

ADAPTER

A 4" NPT x 5" NST adapter shall be provided for the front suction.

DISCHARGE #1 - LEFT

The discharge in position #1 on the left side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the left side of the apparatus.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

2.5" PRESSURE GAUGE

An Innovative Controls TC Series glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from – 40°F to +160°F. The gauge shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE #2 - LEFT

The discharge in position #2 on the left side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the left side of the apparatus.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

2.5" PRESSURE GAUGE

An Innovative Controls TC Series glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from – 40°F to +160°F. The gauge shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE #3 - RIGHT

The discharge in position #3 on the right side of the apparatus shall include the following features.

A 4" discharge shall be provided on the right side of the apparatus.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an Akron handwheel control with position indicator located at the operator's panel.

2.5" PRESSURE GAUGE

An Innovative Controls TC Series glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from – 40°F to +160°F. The gauge shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01.

DISCHARGE TERMINATION

The discharge valve shall be equipped with a straight termination that is capped and chained.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

DISCHARGE ADAPTER

One (1) Task Force Tips #AH3ST-NP 4" NST female x 5" Storz 30-degree adapter with #A01ST 5" Storz cap and chain shall be provided for the above discharge.

FRONT BUMPER DISCHARGE

A 2.5" discharge with 2.5" plumbing shall be provided at the front bumper. The valve shall be remote controlled at the pump panel.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an Akron model 9323 electric controller located at the operator's panel. Valve position will be displayed on the LCD screen incorporated into the control head.

2.5" PRESSURE GAUGE

An Innovative Controls TC Series glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from – 40°F to +160°F. The gauge shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

CROSSLAYS

Three (3) crosslay hose beds shall be supplied as follows:

One crosslay with 2.5" piping and 2.5" swivel with the capacity of 200' of 2.5" hose.

Two crosslays with 2" piping and 1.5" swivel with the capacity of 200' of 1.75" hose each.

All crosslays shall be equipped with 2" valves. The valves shall be the "drop-out" style and controlled from the pump panel with electric actuators.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by an Akron model 9323 electric controller located at the operator's panel. Valve position will be displayed on the LCD screen incorporated into the control head.

2.5" PRESSURE GAUGE

An Innovative Controls TC Series glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pressure gauge shall be provided. The gauge shall be 2.5" in diameter with a white face, and black enhanced lettering. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from – 40°F to +160°F. The gauge shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate

freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube. The gauge shall display a range from 0 to 400 psi with enhanced black markings on a white dial. IC Part Number 3101747-00-01.

THREAD TERMINATION

The above shall terminate with National Standard Threads.

CROSSLAY COVER

A vinyl crosslay cover shall be provided to enclose the top and sides of the crosslays, capable of being secured at the top and sides.

COVER FASTENERS

The crosslay cover shall be secured with metal snaps.

MASTER PUMP DRAIN

A multiport master drain valve shall be provided and plumbed to multiple locations on the main pump body. The valve assembly shall be clearly marked as the Master Drain.

DRAIN VALVES LIFT UP STYLE

Vertical lift up style, quarter turn style drain valves shall be provided for each suction inlet, or discharge outlet as specified. Each drain shall be clearly marked and color coded to match the corresponding suction or discharge.

WATERWAY VALVE AND ACTUATOR

The waterway valve shall be an Akron 4" electric valve. The valve shall be controlled by an Akron Navigator 9335 electric actuator located at the operator's panel. The actuator shall be connected to both a flow sensor and a pressure sensor. The actuator shall display pressure, flow, and valve position on a full color LDC display.

WATERWAY DRAIN VALVE

An Akron 1.5" waterway drain valve shall be provided and controlled with a push/pull handle.

FOAM SYSTEM

There shall be supplied and installed a Williams Around The Pump (ATP) class A and B foam system. The system shall be capable of operating against a 33% pump inlet pressure. Foam solution proportioning and selection of class A and B foam shall be achieved with the same switch (no switching valve). The system shall have the ability to be infinitely variable class A (1%) or Class B (3%) solution to a maximum of 500 GPM. An air actuated foam tank selector shall be provided.

Capability:

- Class A foam up to 500 GPM @ 1%
- Class A foam up to 1000 GPM @ .5%
- Class B foam up to 500 GPM @ 3%

The successful bidder shall provide a schematic and operation manual for the foam system with the apparatus.

FOAM TANK

There shall be a 20-gallon foam tank. The tank shall be part of the main booster tank. There shall be a 3" PVC fill tower and cap and a tank vent. There shall be a 1-1/2" flanged outlet and drain valve at the lowest point in the tank.

PUMP AND GAUGE PANELS

Pump panels on both sides shall be easily removable. The gauge and control panels shall be two separate panels for ease of maintenance. There shall be one (1) removable access door as large as possible on the right side pump panel. This door shall have 1/4 turn latching mechanisms for easy removal.

The pump controls and gauges shall be located at the left side of the apparatus and properly marked. The control panel shall be laid out in a user-friendly manner.

All valve controls shall have the corresponding discharge gauge located immediately adjacent to control handle to allow operator to view the discharge pressure without searching the panel.

PANEL FINISH

The panels shall be constructed of brushed stainless steel for maximum protection against abrasion caused during normal use.

ESCUTCHEON PLATES

The pump panel shall be equipped with color-coded removable escutcheon plates around the suction and discharge valves.

COLOR CODING

Each discharge valve control, outlet, and corresponding line gauge shall be color-coded. The color-coding shall be (as applicable):

#1 Discharge - Yellow

#2 Discharge – White

#3 Discharge – Navy Blue

#4 Discharge - Black

#5 Discharge - Green

#1 Pre-Connect - Orange

#2 Pre-Connect - Red

#3 Pre-Connect - Brown

#4 Pre-Connect - Magenta

Front Bumper Line - Turquoise

Large Diameter Discharge – Yellow with White Border

Left Hose Bed Pre-Connect - Tan

Right Hose Bed Pre-Connect - Lavender

Left Rear Discharge - Olive

Right Rear Discharge – Light Blue

Deck Gun – Silver

Inlets – Burgundy

Tank Fill - Lime Green

Tank to Pump – Burgundy

PUMP MODULE FRAMEWORK

The pump module framework shall not be painted.

PUMP FINISH

The fire pump shall not be painted. The pump shall remain in its natural finish.

PLUMBING FINISH

The plumbing shall not be painted. All fittings, pipe, and valves shall remain in their natural finish.

RUNNING BOARD TROUGH

A trough shall be provided in the officer's side running board to hold a 15-foot length of 5" hose.

PUMP PANEL LIGHTING, LED

The driver's side pump panel controls and gauges shall be illuminated by a full width white TecNiq E44 LED light strip, controlled at the pump panel.

PUMP PANEL LIGHTING, LED

The officer's side pump panel shall be illuminated by a full width white TecNiq E44 LED light strip, controlled at the pump panel.

PUMP PANEL GAUGES AND CONTROLS

The following gauges and controls shall be provided at the pump panel:

- Two (2) certified laboratory test gauge outlets.
- Pump primer control.
- Master drain control and additional drains as needed.
- Tank-fill and pump cooler valve controls.
- Tank to pump valve control.
- Pump capacity rating plate.
- All discharge controls.
- Two (2) master pump gauges.
- Gauges on all 1-1/2" and larger discharge lines.

PRIMING SYSTEM

A Trident Model #31.001.3 automatic air operated priming system shall be installed. The unit shall be of all brass and stainless steel construction and designed for fire pumps of 1,250 GPM (4,690 LPM) or more. Due to corrosion exposure no aluminum or vanes shall be used in the primer design. The primer shall be three-barrel design with ¾" NPT connection to the fire pump. The primer shall automatically drain when the actuator is closed.

The system shall create vacuum by using air from the chassis air brake system through a three-barrel multi-stage internal "venturi nozzles" within the primer body. The primer shall require a minimum of 15.6 cubic foot per minute air compressor and shall be capable of meeting drafting requirements at high idle engine speed. The air supply shall be from a chassis supplied 'protected' air storage tank with a pressure protection valve. The air supply line shall have a pressure protection valve set between 70 to 80 PSIG.

Automatic Primer Control

The 12 volt primer control shall be an "automatic" type, with a pump panel three-way switch to operate an air solenoid valve. The air valve shall direct air pressure from the air brake system to the primer. To prevent freezing, no water shall enter the primer valve control. The primer shall be covered by a five (5) year parts warranty.

COMPRESSION FITTINGS ON AIR SYSTEM

Compression style fittings shall be provided on air lines within the pump module.

FUEL GAUGE

A fuel gauge shall be provided at the pump operator's panel to monitor the apparatus fuel level.

AIR HORN BUTTON

A push button switch shall be provided on pump operators panel to activate the air horns.

6" MASTER GAUGES

An Innovative Controls TC Series glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel pump pressure and vacuum gauges shall be provided. The gauges shall be 6" in diameter with a white face, and black enhanced lettering. The gauges shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40°F to +160°F. The gauges shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket

and bourdon tube. The gauges shall display a range from -30 to 400 psi with enhanced black markings on a white dial.

WATER TANK GAUGE

A Class1 ITL-40 Intelli-Tank water level gauge shall be provided. The gauge shall feature a 180-degree viewable display with all RED ultra-bright LED's for high visibility even in direct sunlight. Water level sensing shall be through a pressure transducer, and capable of indicating nine (9) accurate levels.

WATER TANK GAUGES

Two (2) Whelen PSTANK2 LED strip lights shall be provided. The lights shall be steady burn green, blue, amber and flashing red to indicate water level in the booster tank.

FOAM TANK GAUGE

A Class1 ITL-40 Intelli-Tank foam level gauge shall be provided. The gauge shall feature a 180-degree viewable display with all RED ultra-bright LED's for high visibility even in direct sunlight. Foam level sensing shall be through a pressure transducer, and capable of indicating nine (9) accurate levels.

WATER TANK

The tank shall be constructed of PT3™ polypropylene material by United Plastic Fabricating (UPF). This material shall be a non-corrosive stress relieved thermoplastic and UV stabilized for maximum protection. Tank shell thickness may vary depending on the application and may range from ½ to 1" as required. Internal baffles are generally 3/8" in thickness.

The tank shall be of a specific configuration and shall be designed to be completely independent of the body and compartments. Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity. The tank construction shall include PolyProSeal™ technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise. The top of the booster tank shall be fitted with removable lifting assembly designed to facilitate tank removal. The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" PT3™ polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions shall interlock with one another and completely fused to each other as well as to the walls of the tank. All partitions and spacing shall comply with NFPA 1901. The walls shall be welded to the floor of the tank providing maximum strength as part of the tank's unique Full Floor Design™.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" PT3™ polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The tower shall have a 1/4" thick removable polypropylene screen and a PT3™ polypropylene hinged cover. The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of 4" that is designed to run through the tank, and shall be piped to discharge water behind the rear wheels as required in NFPA 1901 so as to not interfere with rear tire traction.

The tank cover shall be constructed of 1/2" thick PT3™ polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary. The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for maximum integrity. Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40" apart. These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions. A minimum of two lifting dowels shall accommodate the necessary lifting hardware.

There shall be one (1) sump constructed of a minimum of 1/2" PT3™ polypropylene and be located in the left front quarter of the tank, unless specified otherwise. On all tanks that require a front suction, a 3" schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the front of the tank to the sump location. The sump shall have a minimum 3" N.P.T. threaded outlet on the bottom for a drain plug per NFPA. This shall be used as a combination clean-out and drain. All tanks shall have an anti-swirl plate located approximately 3" above the inside floor.

There shall be two (2) standard tank outlets: one for the tank-to-pump suction line, which shall be sized to provide adequate water flow to the pump; and, one for tank fill line, which shall be sized according to the NFPA minimum size chart for booster tanks. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank, and be capable of withstanding sustained fill rates of up to 1000 G.P.M. All auxiliary outlets and inlets must meet all NFPA guidelines in effect at the time of manufacture.

The UPF Poly-Tank® III shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank shall be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1". The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

The tank shall be completely removable without disturbing or dismantling the apparatus structure.

The tank shall be tested and certified as to capacity on a calibrated and certified tilting scale. Each tank shall be weighed empty and full to provide precise fluid capacity. The tank shall be delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight. Engineering estimates for capacity calculations shall not be permitted for capacity certification. A center of gravity and weight calculation for both empty and full conditions shall be required with each tank.

The tank shall have a limited Lifetime warranty that provides warranty service for the life of the fire apparatus in which the tank is installed. Warranties are transferable if the apparatus ownership changes by requesting the transfer from UPF. In applications where the tank will be subject to severe conditions, the tank may have a warranty unique to the application that is clearly defined for each such application.

WATER TANK SIZE

The water tank shall have a capacity of 300 U.S. gallons.

DIRECT TANK FILL

There shall be a 2.5" direct tank fill. The location of the inlet shall be at the right side pump panel. The inlet shall be gated.

VALVE

The valve shall be an Akron Heavy-Duty swing out 8000 series brass body with flow optimizing stainless steel ball, and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require the lubrication of seats or any other internal waterway parts, and be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall a 10-year warranty covered by Akron Brass.

VALVE ACTUATOR

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

AERIAL BODY SUB-FRAME

The chassis shall be fitted with a sub-frame system consisting of a series of stainless steel plate gusseted legs, extending down and out from the chassis frame rails on each side. This system will provide additional structural support to the running boards and side compartments. A heavy-duty rear platform shall be constructed of mild steel to support the rear compartments. The entire assembly will be attached to the chassis frame by a series of heavy-duty U-bolts. Self-supporting bodies will not be acceptable. NO EXCEPTIONS.

APPARATUS BODY

All side metal, compartments and compartment floors shall be of bolted stainless steel. The body shall be assembled with heavy-duty stainless steel channel sills with bracing for extreme rigidity and mounted on a steel subframe.

The compartment body, pump housing and the engine compartment shall be separate modules (segmented body design) that are not to be fastened together in any manner in order to provide "flex joints" to alleviate stress and cracking of body compartments and running boards.

Compartments shall extend from the front jacks to the tailgate of the apparatus and shall be recessed to the frame of the apparatus where possible.

Compartments shall have sweep-out flooring (no obstruction at the floor bottom).

Each compartment shall be properly vented with louvers.

REAR COMPARTMENT BELOW HOSE BED

There shall be a compartment below the hose, between the frame rails, approximately 26" wide x 9-7/8" high x 88" deep.

COMPARTMENTATION LEFT SIDE

There shall be a compartment below the turntable as follows:

L1- Approximately 20-1/4" wide x 38-5/8" high x 20-1/4" deep.

There shall be two compartments above the rear wheels:

L2- Approximately 41-5/8" wide x 27-1/2" high x 12" deep. This compartment shall have a pan type lift up door equipped with "D" ring latch and gas door stay.

L3- Approximately 58" wide x 27-1/2" high x 12" deep. This compartment shall have a pan type lift up door equipped with "D" ring latch and gas door stay.

There shall be three compartments behind the rear wheels:

- L4- Approximately 45-3/4" wide x 56-1/2" high x 26-1/2" deep.
- L5- Approximately 22" wide x 48-1/2" high x 26-1/2" deep.
- L6- Approximately 34-3/4" wide x 40-1/8" high x 26-1/2" deep.

COMPARTMENTATION RIGHT SIDE

There shall be a compartment below the turntable as follows:

R1- Approximately 40-1/4" wide x 38-5/8" high x 27-1/2". The lower portion shall be 10" deep. There shall be a 14" high x 17-1/2" deep x 40-1/4" wide notch in the lower rear portion of the compartment to accommodate the apparatus exhaust system.

There shall be two compartments above the rear wheels:

- R2- Approximately 41-5/8" wide x 27-1/2" high x 26-1/2" deep. This compartment shall have a pan type lift up door equipped with "D" ring latch and gas door stay.
- R3- Approximately 58" wide x 27-1/2" high x 26-1/2" deep. This compartment shall have a pan type lift up door equipped with "D" ring latch and gas door stay.

There shall be three compartments behind the rear wheels:

- R4- Approximately 45-3/4" wide x 56-1/2" high x 26-1/2" deep.
- R5- Approximately 45-3/4" wide x 56-1/2" high x 26-1/2" deep.
- R6- Approximately 34-3/4" wide x 40-1/8" high x 26-1/2" deep.

COMPARTMENT INTERIOR - L1

The L1 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L1.

COMPARTMENT INTERIOR - L2

The L2 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L2.

COMPARTMENT INTERIOR - L3

The L3 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L3.

COMPARTMENT INTERIOR - L4

The L4 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L4.

COMPARTMENT INTERIOR - L5

The L5 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L5.

COMPARTMENT INTERIOR - L6

The L6 compartment on the left side of the apparatus shall include the following features:

No compartment options were selected for L6.

COMPARTMENT INTERIOR - R1

The R1 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R1.

COMPARTMENT INTERIOR - R2

The R2 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R2.

COMPARTMENT INTERIOR - R3

The R3 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R3.

COMPARTMENT INTERIOR - R4

The R4 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R4.

COMPARTMENT INTERIOR - R5

The R5 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R5.

COMPARTMENT INTERIOR - R6

The R6 compartment on the right side of the apparatus shall include the following features:

No compartment options were selected for R6.

COMPARTMENT INTERIOR - A1

The A1 compartment on the rear of the apparatus shall include the following features:

No compartment options were selected for A1.

UNISTRUT

Each compartment shall come equipped with 1.625" x .875" x .125" aluminum Unistrut channel. The Unistrut shall be securely fastened to the interior walls of the compartment.

COMPARTMENT DOORS

The compartment doors shall be box pan construction. The outer door skin shall be .190" 5052-H32 aluminum. The inner pan shall be .125" 5052-H32 aluminum securely welded to the outer skin. A hat section channel shall be installed in the center of the door to stabilize the door pan and to deaden the sound when closing the door. The doors shall have double latches. Access cover plates shall be provided to service latch mechanisms. The door edge shall be 7/16" thick providing ample strength for the attachment of the door hinge. The door hinge shall be polished stainless steel .075" thick with a 3/16" diameter pin and 1" long knuckles. The hinge shall be attached using 1/4" truss head stainless steel bolts spaced 5" apart. The door shall be of the double seal design incorporating an inner and outer "D" shaped extruded rubber automotive seal to provide a tight seal at each compartment.

Flush mounted chrome plated bent "D" ring door handles; single point positive type latches with adjustable catches (slam type door catches) shall be provided on all compartments. Gas strut cylinder arms shall be mounted on each swing out compartment door.

Compartments shall have full-length stainless steel hinges. The compartment to the right of the pump panel shall have a right hinged door, all other compartment doors shall be left hinged.

A door open indicator light shall be provided in the cab.

COMPARTMENT LIGHTING

Each compartment shall be equipped with two (2) white AMDOR LED light strips which shall provide a consistent pattern to illuminate the entire compartment.

HOSE BED

The rear hose bed shall be completely wide open to allow for quick and easy loading and unloading of hose thus preventing hose and hose couplings from being caught or tangled.

Rear opening of the rear hose bed shall be a minimum of 19" wide x 30" high x 150" deep and shall be no more than 44" from the ground. Any rear hose bed opening(s) requiring hose chutes shall not be acceptable. A side stacker hose bed is not acceptable.

Hose bed flooring shall be removable slatted aluminum.

HOSE BED COVER

An aluminum, hinged hose bed cover constructed of .125" aluminum diamond plate and square aluminum extrusion shall be provided for the main hose bed.

HOSEBED SUPPORT

A removable aluminum support bar shall be provided at the rear of the hosebed to support the aluminum hosebed cover.

REAR HOSE BED COVER

Black webbing shall be provided and installed on the rear of the hose bed only prevent the hose from unintentional deployment. The webbing shall be secured, and fastened to the rear of the hose bed.

COVER FASTENERS

The hose bed cover shall be secured with airplane seatbelt style latches.

HOSE BED DIVIDER

The hose bed shall be divided by a 3/16" aluminum partition that is fully adjustable by sliding in tracks located at the front and rear of the hose bed. The divider shall be located as needed.

FRONT HOSEBED LIGHTING

A Federal Signal Complex LED light strip shall be provided, located on the interior of the front hosebed wall.

SIDE HOSEBED LIGHTING

TecNiq E44 LED light strips shall be provided on the interior hosebed walls, one each side.

BODY HANDRAILS

Handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails, shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange. Sufficient space shall allow for a gloved hand to firmly grip the rail.

The rails shall be located in the following areas:

(Note: These are in addition to those previously mentioned in the cab section):

There shall be one (1) handrail at the side of the pedestal.

There shall be one (1) handrail located at the entrance to the aerial platform.

There shall be two (2) handrails at the rear access ladder to the platform.

STEPS

There shall be up to three (3) Innovative Control fold-down steps with integrated step lights mounted on each side of the front face of body to provide access to the top of the pump module and compartments.

The quantity and location of steps and handrails shall meet the Current NFPA 1901 pamphlet in effect at the time the apparatus is ordered.

RUB RAILS

The body shall be equipped with anodized aluminum channel style rub rails at the sides. Rub rails shall be spaced away from the body by 1/2" polymer spacers. The rub rails shall be polished to a bright finish.

ALUMINUM TREADPLATE

All load bearing aluminum treadplate running boards shall be .155 thick bright annealed with a serrated embossed finish. Running boards and rear step edges shall be flanged down for added strength. Running boards shall also be flanged up to form kick plates. All non-load bearing aluminum shall be .125" thick bright annealed finish. In areas where aluminum treadplate shall function as a load-bearing surface, there shall be a heavy steel sub-structure. This structure shall consist of 3" channel and 1-1/2" angle welded support. This shall assure that there shall be no flexing or cracking of running boards. The aluminum shall be insulated from the steel by closed cell foam body barrier material.

Treadplate locations:

1. Skirting around front bumper.
2. The step at the cab entrance.
3. The jump seat steps.
4. The running boards.
5. The top of the compartments.
6. The top of the turntable.
7. The floor of the platform.

WHEEL LINERS

Fiberglass fully radiused wheel well liners with adequate support to maintain their rigidity through adverse weather conditions shall be provided.

SCBA CYLINDER COMPARTMENTS

There shall be six (6) spare breathing air cylinder compartments recessed in the rear fender wells, three (3) left and three (3) right. The interior compartment shall be constructed of a high-density polyethylene plastic.

DOOR FINISH

The single or double SCBA compartments shall have a brushed stainless door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.

FENDER PANELS

The rear side fenders shall be removable smooth stainless panels, painted truck color.

GROUND LADDERS

The apparatus shall be equipped with 119' of heavy duty, box type "I" beam rail, ground ladders. The ladders shall meet the requirements of NFPA 1931 to ensure proper design and that sufficient strength is available for the service intended. The ground ladders shall be constructed of aluminum with non-welded, field replaceable rung to rail connections to simplify field repairs. Removable plated steel butt spurs shall be utilized for added strength. A full 1/2", non-rotting, poly rope shall be provided for easy ladder operation.

ALCO-LITE LADDERS

One (1) 10 ft. folding ladder, (mounted in fly section)

One (1) 14 ft. combination ladder

One (1) 16 ft. roof ladder

One (1) 20 ft. roof ladder

One (1) 24 ft. 2-section extension ladder

One (1) 35 ft. 2-section extension ladder

The ladders shall have lifetime Warranty against manufacturing defects.

One of the roof ladders shall be mounted on the side of the base section of the aerial.

LADDER ENCLOSURE

The ground ladders shall be stored within a weather resistant enclosed area on the officer's side of the hosebed area. The ladders shall be mounted on non-metallic slides so each ladder can be removed individually. All ladders shall be stored on beam if possible. A vertically hinged treadplate door shall enclose the ladders on the rear.

LADDER CHUTE DOOR

A smooth aluminum door shall enclose the ladders at the rear.

LICENSE PLATE BRACKET

A Cast Products LP0013 cast aluminum license plate bracket with LED light shall be provided at the rear of the apparatus.

BODY ELECTRIC SYSTEM

All body electrical wiring in the chassis will be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses will be routed in protective, heat resistant loom, securely and neatly installed. Two power distribution centers will be provided in central locations for

greater accessibility. The power distribution centers contain automatic thermal self-resetting breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays are utilized in circuits which amp loads are substantially lower than the respective component rating thus ensuring long component life. Power distribution centers will be composed of a system of interlocking plastic modules for ease in custom construction. The power distribution centers are function oriented. The first is to control major truck function and the second controls overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers also have accessory breakers and relays for future installations. All harnesses and power distribution centers will be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces will be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points will be mounted in accessible locations. Complete chassis wiring schematics will be supplied with the apparatus.

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. The wiring shall be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

All harnesses shall be covered with moisture resistant loom with a minimum rating of 300 Degrees Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable has a minimum rating of 289 degree Fahrenheit.

All harnesses are securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations use a method that provides a positive mechanical and electrical connection and are in accordance to the device manufacturer's instructions. No connections within the harness utilize wire nut, insulation displacement, or insulation piercing.

All circuits conform to SAE1292. All circuits are provided with low voltage over current protective devices. These devices are readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers are not used for ground connections.

BACK-UP ALARM

An Ecco model SA917 automatic self-adjusting electronic back-up alarm producing 87-112 db shall be installed at the rear between the frame rails. It shall operate whenever the transmission's reverse gear is selected.

STOP/TAIL/TURN/REVERSE LIGHTS

The rear stop/tail/turn/reverse lights shall be Whelen M6 series lights installed in quad housings one (1) each side on the rear of the apparatus body. The stop/tail lights shall be LED model M6BTT located in the top position of the housing. The amber arrow turn signals shall be LED model M6T located below the stop/tail lights. The reverse lights shall be LED model M6BUW located below the turn signals. The bottom position of the housing shall accommodate a Whelen M6 series warning light.

LED ICC/MARKER LIGHTS

LED type ICC/marker lights shall be provided to meet D.O.T. requirements.

FLEXIBLE MARKER LIGHTS

A Britax L427.200.L12V LED flexible marker light shall be mounted on the rear lower corners of the body, one each side.

STEP LIGHTS

The pump module running board area shall be illuminated by Whelen 2G 4" diameter LED lights mounted one each side on the front of the body in chrome flanges.

LED strip lighting or individually mounted lights shall be provided at the rear of the body and at the turntable step to illuminate all stepping surfaces.

GROUND LIGHTING

The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened. The ground lights shall be Truck-lite® model #44042C LED. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.

OPTICAL WARNING SYSTEM

The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is

calling for the right-of-way and the other mode shall signal that the apparatus is stopped and is blocking the right-of-way.

A momentary rocker switch shall be provided near the driver and labeled Master Emergency to energize all of the optical warning devices provided. A secondary momentary rocker switch shall be provided near the officer. All lights shall operate at not less than the minimum flash rate per minute as specified by NFPA.

UPPER LEVEL WARNING DEVICES

The upper level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have one (1) Whelen Freedom IV 72" Model F4N7QLED light bar, with fourteen (14) LED modules. The light bar shall have two (2) end red LED modules, two (2) corner red LED modules, eight (8) forward-facing red LED modules and two (2) forward-facing white LED modules. The light bar shall have all clear outer lenses. The light bar shall be installed on the cab roof as far forward as possible with two (2) MK8H 5" cast aluminum risers.

Zone B (officer's side) shall be covered by the module from the light bar and the rear beacon.

Zone C (rear) shall have two (2) Whelen Model L31 LED beacons installed one (1) each side on the upper rear of the apparatus.

Zone C (rear) shall have one (1) Whelen M6 Series model M6* Super LED warning light installed on the rear face of the aerial platform.

Zone D (driver's side) shall be covered by the module from the light bar and the rear beacon.

LOWER LEVEL WARNING DEVICES

The lower level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have four (4) Whelen M6 series model M6* Super LED warning lights.

The lights shall be installed two (2) each side on the front of the cab in the warning light housings.

Zone B (officer's side) shall have four (4) Whelen M6 series model M6* Super LED warning lights.

The lights shall be installed one (1) near the front corner of the apparatus, one (1) under the turntable area, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

Zone C (rear) shall have two (2) Whelen M6 Series model M6* Super LED warning lights installed one (1) each side on the lower rear of the apparatus.

Zone D (driver's side) shall have four (4) Whelen M6 series model M6* Super LED warning lights.

The lights shall be installed one (1) near the front corner of the apparatus, one (1) under the turntable area, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

ADDITIONAL WARNING LIGHTS

Two (2) additional Whelen M6V2* LED series warning lights shall be installed on the apparatus.

TRAFFIC ADVISOR

One (1) Whelen TAL85 22" 2-piece LED traffic advisor shall be installed at the rear of the apparatus. The advisor shall have eight (8) amber LED light heads. The TACTL5 control head shall be mounted in a location specified by the fire department.

BROW MOUNTED LED SCENE LIGHT

One (1) FireTech 72" 3-piece FT-B-72-ML-3PKIT-* brow mounted LED scene lights shall be provided. The lamp head shall operate at 12 volts DC, draw 23.8 amps, and generate over 30,000 lumens of light. The light shall be mounted at the front brow of the cab and shall be controlled from a switch in the cab. All custom mounting brackets shall be supplied by OEM.

SCENE LIGHTS

Two (2) FireTech FT-MB-2.15-CPREC 12V LED scene lights shall be provided. The lights shall have flood optics and shall be wired to left and right switches above the driver.

SCENE LIGHT

A FireTech Mini-Brow FT-MB-2.45-FT-* scene light shall be provided. The fixture shall have two (2) rows of 45 LEDs (90 LEDs total). The overall length should be 50". The fixture shall operate from 9-32v DC, shall draw 38 amps @ 12v DC, and shall produce 47,520 equivalent lumens. The fixture will have a combination of spot and flood optics and shall be wired to a switch above the driver. The light shall be mounted using an adjustable captive rail with detachable mounting feet. The device manufacturer shall warrant the fixture against defects in materials or workmanship for the life of the apparatus.

SURFACE MOUNTED LED SCENE LIGHT

A Firetech WL-X-20 fixed mounted LED scene light shall be provided. The lamp head shall operate at 12 volts DC, draw 11.66 amp, and generate 16,000 lumens of light. The light shall be installed at a fire department specified location with bottom mount cradle. The light shall have a switch on the lamp head.

ADDITIONAL 3-WAY SWITCH

An additional 3-way switch shall be provided per the customer's location.

MID-MOUNT AERIAL

AERIAL LOWER MAIN FRAME ASSEMBLY

The mainframe assembly shall be mounted mid-ship on the chassis, forward of the pump and over the transmission. This shall leave the rear hose bed open for use of large diameter and regular fire hose.

An open tube or angle substructure for the mainframe assembly shall not be acceptable.

The main frame assembly base plate, located at the top of the assembly which supports and holds the turntable rotation bearing, will be a minimum 1" steel measuring 54" x 43". There shall be a minimum of two steel tension and compression bars mounted underneath, fore and aft, of the main frame assembly which shall tie the aerial and chassis together. The bars shall function to withstand vertical torsional loads. The forward tension and compression bar shall be attached from the rear area of the front spring suspension hanger to the underside area of the mainframe assembly. The rear tension and compression bar shall be attached from the forward area of the rear spring suspension hanger to the under side area of the mainframe assembly.

TURNTABLE BEARING

The turntable bearing shall be constructed of steel. There shall be a minimum of 36 drilled and tapped holes in the turntable bearing.

The diameter of the turntable bearing shall be a minimum of 47". The turntable bearing shall be able to rotate 360 degrees in either direction on a one inch thick steel plate. The turntable bearing shall be bolted to the top of the main frame assembly using a minimum of 36 Grade 8 bolts.

UPPER TURNTABLE

The turntable shall be a minimum of one-inch thick plate and ninety-six (96) inches in diameter. The side plates to which the main base section of the aerial ladder is connected shall have a minimum height of four feet and shall include I-beam gussets of approximately fifty inches in length that tolerate the side thrust and tremendous forces to which the unit would be subjected.

The turntable shall be bolted to the turntable bearing using a minimum of 36 Grade 8 bolts.

The turntable shall be equipped with two removable aluminum sections for access into the pump.

The turntable side plates shall be positioned at a 45-degree angle (opposite the angle of the raise/lower cylinders) to act as a partial counter balance weight on the opposite side of the truck from the ladder extension.

The turntable shall be equipped with a rotating mechanism consisting of two hydraulically powered, planetary gear boxes that shall handle torque loads imposed by water hammer and hose breakage. The rotating mechanism shall give the turntable and boom built in coast as an added safety precaution to avoid lateral boom side-to-side deflection (reactionary whipping effect) caused by the boom being stopped suddenly.

A parking brake system shall be provided that is capable of holding the turntable in a stationary position regardless of the angle or extension of the aerial, while carrying the manufacturer's rated load capacity with the waterway in operation and discharging water at the tip of the aerial fly section. An override shall be provided to release the parking brake when operating with the emergency auxiliary power unit.

The power operated turntable shall provide continuous rotating of the aerial structure clockwise or counter clockwise, thus enabling the structure to be positioned in any segment through 360 degrees. The rotating mechanism shall also provide sufficient power to rotate the aerial sections in any direction at any angle, fully extended, while carrying the manufacturer's rated load capacity with the waterway in operation and discharging water at the tip of the aerial fly section.

Provisions shall be made for emergency operation of the rotation system should loss of engine power occur. This shall be done through an auxiliary power unit that is capable of providing hydraulic power to safely rotate the aerial.

There shall be one heavy-duty steel pivot shaft that shall attach the base section of the boom (at the top and very back) to the top portion of the turntable side plates. The minimum steel shaft measurement shall be 34" long, 4" diameter with 1" wall thickness. Turntables using two separate attachments to hold and position the ladder in place shall not be acceptable.

The complete rotation system shall have built in relief to prevent damage from rotating the boom into buildings or from overloaded water streams. Suitable indicators, clearly visible at all times, shall be provided to facilitate correct alignment of the turntable with the bed of the boom. An automatic light shall be used to show correct alignment for bedding of the ladder from the turntable control station and the platform station.

LEFT LOWER TURNTABLE ACCESS LADDER

There shall be a ladder located on the left side of the apparatus to access the turntable pedestal. The ladder shall be a swing-out and fold-down type. The ladder shall be constructed of 1/8" formed stainless steel and shall be 16.5" wide. Each step shall be 3.25" deep x 16" wide with a perforated non-skid stepping surface. The ladder shall be held in the closed and open positions with two (2) gas struts.

LEFT UPPER TURNTABLE ACCESS LADDER

A ladder shall be provided on the upper left side turntable to allow easy access to the climbing ladder. The ladder shall be constructed from heavy wall, knurled aluminum tubing 1.25" in diameter. A large treadplate step with a Gripstrut insert shall be located at the top to act as a landing. The entire assembly shall be securely bolted to the upper turntable side plate.

RIGHT UPPER TURNTABLE ACCESS FOLDING STEPS

There shall be up to two (2) Innovative Control fold-down steps with integrated step lights mounted on the right side of the turntable to allow easy access to the climbing ladder. The steps shall be constructed of Chrome-plated Zinc. Each step shall be securely bolted to the upper turntable side plate.

INTERLOCK

An interlock shall be provided that prevents operation of the aerial device until the chassis spring brakes have been set and the transmission has been placed in neutral or the transmission is in the drive position with the driveline to the rear axle disengaged.

An interlock shall be provided that allows operation of the engine speed control only after the chassis spring brakes have been set and the transmission is in neutral.

An interlock system shall be provided to prevent the lifting of the aerial device from the travel position until all the stabilizers are in a configuration to meet the stability requirements. The interlock system shall also prevent the moving of the stabilizers unless the aerial device is in the travel position.

ROTATION LIMITING SYSTEM

An aerial rotation limiting system shall be provided to notify and prevent the operator from rotating the aerial into a restricted position due to a "short-set" outrigger configuration. The system shall enable the operator to place the aerial in a 180-degree rotation to the opposite side of the apparatus than that of the "short-set" outriggers only.

The aerial shall automatically slow down when it approaches the limit of rotation travel.

The system shall be capable of rotating the aerial two degrees past the centerline of the apparatus on the "short-set" side to enable bedding of the aerial within the travel support structure without system cutout.

SMART BOOM WARNING SYSTEM

When in an area of impending contact, the system shall shift the aerial controls into a reduced speed "creep mode" but shall not limit travel of the aerial.

Both rotation interlock and the smart boom warning system shall display information on a visual LED information center mounted at the turntable control pedestal and in the platform.

ROTATION LIMITING ALARM

A Floyd Bell US-09-515-S audible warning alarm and LED indicators shall be provided to warn the operator they have reached the rotation limit and can also be used to assist with set-up and troubleshooting of the system.

HYDRAULIC SYSTEM

A flange mounted 30 GPM hydraulic pump shall be driven by a power take off unit that is connected to the chassis transmission to provide the power required for operating the aerial. The hydraulic system shall have a minimum hydraulic reservoir for 65 gallons of special hydraulic fluid. The hydraulic reservoir shall be located at the left side of the lower mainframe assembly. The hydraulic fluid must be discharged through a fine mesh stainless steel strainer. Within the system, pilot operated check valves shall be incorporated so

that all valves hold in their respective function(s). A ten (10) micron return filter of 40 gpm capacity, with replaceable cartridge, shall be provided.

The hydraulic system shall also incorporate automatic by-passes to compensate in the event the boom is forced into a building or the operator accidentally moving the control valve in the opposite direction while at full speed.

The hydraulic system shall provide coast in the lift cylinders to prevent the outrigger jack system from coming off the ground. This shall be accomplished through programmable platform controls that limit the acceleration and deceleration of the boom.

Intercooling of the hydraulic oil shall be accomplished through a built in heat exchanger to cool oil at all times.

All hydraulic lines shall be of the double braided type, with synthetic cover, rated at 12,000-psi burst pressure or above. A PTO hour meter shall be provided to record the time when the aerial hydraulic system is engaged.

AUXILIARY HYDRAULIC POWER

A 12-volt auxiliary pump shall be provided to supply emergency power to the hydraulic system. This system shall be operated off the truck batteries and provide limited but adequate power to operate the boom and outrigger jacks under emergency conditions.

CONTROL PEDESTAL

There shall be an aerial control pedestal located on the left side of the turntable. The control station shall encompass three electric over hydraulic proportional lever type controllers for raising/lowering, extending/retracting, and rotating the aerial device. The control valves shall be a proportional type to allow feathering characteristics during any operation.

The turntable pedestal controls shall have manual overrides within the console useable through an access door. The lower pedestal controls shall cancel the platform controls under all conditions.

The pedestal shall have removable panels for access to the hydraulic lines, valves and electrical wiring. There shall also be a hinged cover at the top of the control station for additional access. A safety guardrail shall be provided at the turntable pedestal control station to prevent the operator from falling. The lower pedestal controls shall completely override the platform controls under all conditions and shall be grouped in a convenient manner and properly illuminated for nighttime operation. Each pedestal hydraulic control shall be equipped with electro-magnetic solenoids, which shall operate the hydraulic valves corresponding to the

electrical controls mounted in the platform for aerial boom operation. The lower pedestal control station shall be situated so the operator can easily observe the platform while operating the controls.

The following additional items shall be mounted at the top of the turntable pedestal control station:

- a] Automatic panel light to illuminate controls for nighttime operation
- b] On/Off control switch for boom lights (one light mounted on each side of the boom)
- c] Three-way switching with the Platform for optional ladder lighting
- d] Three-way switching with the Platform or on/off control switch for other optional lighting
- e] Three-way switching with the Platform for the rear bucket scene light
- f] On/Off control foot switch for high speed control of the hydraulic system
- g] Three-way switching with the Platform for "creep mode" for aerial control functions and indicator LED
- h] Illuminated emergency push button to deactivate the platform controls with the turntable electric controls remaining operable.
- i] Low breathing air system pressure warning LED indicator
- j] Pedestal control power LED indicator
- k] Platform control power Led indicator
- l] Intercom communication system
- m] Tag displaying functions for each pedestal boom operation
- n] Tag displaying rated load capacity for the platform
- o] LED indicators for cab and body damage (crush zones), jacks status, rungs aligned, tower aligned, rotation interlock, light tower (if truck is equipped with a light tower)
- p] Audible alarm for cab or body damage (crush zones), rotation interlock stop (when short-jacked) and low breathing air
- q] Interlock override button

INCLINOMETER

An illuminated inclinometer shall be provided and mounted in plain view of the pedestal operator location.

BOOM ASSEMBLY

An elevated platform of the telescopic design consisting of a minimum of five sections shall be provided.

The five sections produce a compact retracted length, allowing the platform to be positioned in tight or confined spaces at lower degrees of elevation. All sections shall be of the lightweight open lattice, non-crossing enclosed box design of truss type construction to obtain optimal stability at full horizontal reach. The telescoping sections shall be constructed from heat-treated 6061-T6 aluminum alloy material fastened by Aircraft type Huck bolts. There shall be no welding on the boom so as not to lower the yield strength of the material and cause torsional fracture, grain distortions and unequal conductivity. There shall be a minimum of 500 Aircraft type Huck bolts per section of boom. The base section of the boom shall have a

section modulus of 468 in.³ and a resisting bending moment of 16,000,000 in. lb. The base section shall also consist of two heavy-duty steel side plates; one mounted each side of the boom. The steel side plates shall be Huck bolted into place and shall function to tie the boom, turntable, and lift cylinders together. There shall be trailing beams attached to the side plates that shall function to position and anchor lift cylinders into place and to distribute shock loads imposed by water hammer or hose breakage.

The boom shall be left in a natural aluminum finish. Painting the boom shall not be acceptable.

The boom shall have the capability to shed ice build up during freezing conditions.

AERIAL SPOT LIGHTS

Two (2) FireTech FT-WL-X-5-S-B LED spot lights shall be provided. One (1) shall be mounted on each side of the aerial base section to illuminate the aerial device for night time operation. The lights shall be activated by a switch at the pedestal.

AERIAL PLATFORM DEVICE

An aerial platform device with a minimum 100-foot vertical reach shall be provided. The height dimension shall be calculated with the boom at 80 degrees. The horizontal reach of the device shall not be less than 89 feet. The overall height of the apparatus with the aerial device in the bedded positions shall be no more than 11 feet 6 inches, and the overall length of vehicle shall be not more than 45 feet, 9-3/4 inches.

CLIMBING LADDER

A NFPA compliant climbing ladder with a low profile handrail starting at the turn table, and a standard handrail extending towards the platform shall be provided for a continuous escape way and accessibility to and from the platform. Each section of the ladder shall be attached to a specific boom section allowing the ladder to extend automatically at the same rate as the boom. The climbing area shall be free of cables, waterway and extension cylinders. The ladder climbing area shall be a continuous escape way free of all obstacles.

LOAD CAPACITIES

The following load capacities shall be established with the stabilizers at full horizontal extension and placed in the down position. Capacities shall be based upon full extension and 360 degree rotation.

35 MPH WIND CONDITION (DRY)

The aerial platform shall have a rated capacity of 1000 pounds at any elevation or extension. This condition shall be with “NO WATER” flowing or in the waterway.

35 MPH WIND CONDITION (WET)

The aerial platform shall have a rated capacity of 500 pounds at any elevation or extension. This condition shall be “WITH WATER” flowing or in the waterway.

LADDER LIGHTING SYSTEM

The climbing ladder shall be illuminated by FireTech FT-WL-2000-S-B 12V LED lights. The lights shall be spaced along the length of the boom to provide even lighting. The lights shall be activated by one (1) switch at the turntable pedestal and one (1) switch inside the platform.

LIFTING CYLINDERS

The raising and lowering mechanism shall consist of two hydraulic cylinders approximately 7" in diameter. The cylinders shall be attached to the boom assembly in a manner that requires only 50% of the lifting force. The cylinders shall be capable of lifting the full rated load of 1000 lb. with the boom at full horizontal extension with less than 1500 psi. hydraulic pressure.

The power operated raising and lowering cylinders shall provide movement of the ladder and platforms rapidly and smoothly without undue sway or vibration. A positive locking device shall be provided so the desired angle of elevation can be maintained indefinitely without dependence upon engine power.

As a safeguard feature, the lifting system shall be structurally and hydraulically designed and mounted to prevent rapid descent (lowering) of the aerial unit in the event of detachment, failure or hydraulic hose break. In the event of failure of any raising mechanism during operation, the gravity descent of the ladder shall be kept at a speed, which shall prevent damage to the equipment or danger to personnel. Provisions shall be made to prevent damage at full raise and lowering. There shall be a pilot controlled check valve on each cylinder.

EXTENSION AND RETRACTION

The boom and platform shall be extended by dual hydraulic rams mounted midway between the upper and lower main rails of the base section. The cylinders shall be mounted at the ends of the base section and supported through the middle to accommodate the load stress(s) of the boom.

The hydraulic cylinders shall extend the second section so that both cylinders hydraulically equalize and provide the additional safety feature of a double extension system. The extension/retraction cylinder shaft size shall be a minimum of 3" in diameter. Each cylinder rod shall have a tubular design to save weight.

The third, fourth, and fifth sections shall be connected to the second section of the boom by dual aircraft cables. This design feature shall eliminate the extra weight of hydraulic cylinders on the outer sections when extended to the side of the apparatus.

The design shall be such that the operating hydraulic pressures of the main system shall be 2,000 psi or less. Once again, as a safeguard feature, the system shall be structurally and hydraulically designed and mounted to prevent rapid descent (retraction) of the aerial unit should a detachment, failure or hydraulic hose break.

All sections of the boom shall extend and retract (slide) on special polymer slide blocks. Each slide block shall be bolted into place and shall be removable for inspection and maintenance. There shall be minimum of 44 slide blocks throughout the five sections of the boom for proper alignment and stability.

WATER SYSTEM TO THE PLATFORM

Water shall be supplied through a machine honed and fitted telescopic waterway constructed of high tensile aluminum. The waterway sections shall be provided with special pack gland type seals for minimum maintenance and the seals shall be located on the inside of the telescoping waterway. Waterway seals located on the outside of the waterway shall not be acceptable due to the decreased life expectancy caused by foreign particles and bad weather conditions damaging seals.

The waterway shall be completely enclosed by the boom sections with supports for the end of each waterway section. This shall leave the bottom side of each boom section completely free of extension/retraction cylinders, waterway supply line and waterway supports, hydraulic lines and nozzle(s) from possible damage due to the boom accidentally hitting against roof cornice or other types of constructions. The water supply line shall come directly off the main pump discharge manifold and shall be piped through smooth high pressure piping without the use of 90 degree chicksan joints, to reduce friction loss. A full flow ball valve to eliminate any possibility of water hammer on the waterway shall control the water flow. The water shall be passed through a special 4" passage-rotating swivel designed to also provide hydraulic passages and electrical circuits to the turntable.

Waterway piping immediately above the hydraulic swivel shall have one 90 degree elbow connected to a straight pipe attached to a reinforced smooth bore hose. There shall be no chicksan swivels or multiple bends or twists of the waterway pipe immediately above the hydraulic swivel, which would increase friction loss. The waterway diameter at the base section of the boom shall have a minimum inside diameter of 3-1/4" and shall finish in the fifth section of the boom with a minimum inside diameter of 5-1/4". This shall be done in order to decrease the friction loss as much as possible while increasing the water flow.

The waterway and platform nozzles shall have the capability of flowing a maximum of 2,000 gallons per minute.

Two (2) automatic relief valves, at the top and the bottom of the waterway, shall be provided in to eliminate any damage to the waterway by pressure shock or retracting the boom with the drain valve closed.

OUTRIGGER GROUND JACKS

The outrigger control station shall be located between the L1 compartment and the left hand outrigger. The single outrigger control station shall control all outrigger operations allowing for a one-person operation and quick set-up.

Individual control valves shall be supplied for each mode of outrigger operation. There shall be a plaque located next to each control displaying the function.

A two position hydraulic transfer valve (diverter valve) shall be installed to direct hydraulic power to either the outrigger operations or the boom operations to prevent operation of both circuits at the same time.

Fluid capacity plate for all lubricants and filter part numbers shall be provided.

There shall be three other controls located at the outrigger control station:

- a] on/off switch for auxiliary hydraulic motor
- b] high speed control for hydraulic system
- c] on/off switch for electrical power to pedestal and platform.

The mid-ship mounted outrigger jack rams shall have a minimum bore and stroke of 5"x 23". Outriggers that employ exposed hydraulic lines shall not be acceptable.

The extendable outrigger stabilizers, when fully extended, shall have a spread of 20 feet. The stabilizer sections shall have a minimum overlap of 43" for safety and stability. The stabilizers shall be operated independently or simultaneously and may be positioned to accommodate obstructions such as curbs, pavement depressions, parked vehicles, or any other hindrance. The extendable portion of the outrigger stabilizers and the support in the mainframe shall be constructed of reinforced structural tubing, Type A500 Grade B or equivalent. Poly wear pads shall be installed between inner and outer tubes. The extendable portion of the outrigger shall ride on UHMW (ultra high molecular weight) slideblocks.

There shall be two rear jacks located directly behind the rear tandem axle area, one each side of the vehicle, designed to extend straight down to take the weight off the rear suspension system. This shall enable the

vehicle to be set up in tight or confining spaces with cars, additional fire apparatus, or other obstructions nearby.

Any beam or contributing structural member, through which the jacks supports the weight of the boom (aerial sections), or any position of the apparatus plus the live loads peculiar to fire fighting operations, shall be of ample strength to carry these loads without evidence of stress, bending, twisting or other failure(s). Pilot operated check valves shall be incorporated on each jack cylinder and manual pin locks shall be provided for each main outrigger jack, for additional safety.

There shall be an audible alarm and warning light that are automatically activated when the outriggers are being deployed.

AERIAL JACKS ALARM

An Ecco DT500 alarm shall be audible when the aerial jacks have been deployed either in the short jack mode or in fully deployed operations.

OUTRIGGER SPOT LIGHTS

Two (2) FireTech WL-2000-F-B LED flood lights shall be provided. One shall be mounted on each side on the apparatus to illuminate the area of the outriggers at full extension. The lights shall be activated by a switch inside the cab near the driver or when the parking brake is activated.

OUTRIGGER DISPLAY PANEL COVER

The outrigger position display panel cover shall be made of stainless steel and be hinged at the bottom to allow access to the position indicators and the outrigger for service. The panel shall be sealed to not allow water in the locked position. It shall be secured in place with two (2) latches in the upper corners.

OFFICER'S SIDE OUTRIGGER COMPARTMENT

A compartment shall be located between the officer's side outrigger and pump panel. There shall be a painted hinged door with D-Ring slam latch, gas strut and LED strip light inside. The compartment shall measure 13.25"W x 16.5" H x 24"D.

OUTRIGGER PADS

Two (2) jack pads made of black high-density polyethylene material shall be provided.

OPERATIONAL TEST

After starting the engine, setting the jacks and transmitting power to the platform, a complete cycle of the platform operation shall be carried out as follows: With one person operating the machine from the platform control station, raise the platform from horizontal, rotate through a 90 degree turn and extend to full specified height. This shall be completed in less than 150 seconds, smoothly and without vibration. The platform shall then be retracted and lowered to its starting position after which a thorough inspection shall be made of all moving parts with special attention given to the platform leveling system.

This test shall be repeated employing the controls at the lower pedestal control station. The effectiveness of the lower control override shall be demonstrated.

AERIAL DEVICE TEST & CERTIFICATION

The aerial device shall be tested and certified by a third party independent testing agency. The aerial device shall be inspected and tested in accordance with the requirements of NFPA 1911, including all non-destructive testing (NDT) prior to being subjected to the tests defined in NFPA 1901. These tests shall include a stability test, horizontal load test, and an aerial device water system test.

PLATFORM AND EQUIPMENT

The platform shall be constructed of heat reflecting reinforced aluminum to protect occupants against flash fires and freezing weather. The platform shall have a minimum floor area of 19.5 sq. ft. and shall be provided with closed sides, 42" high all around. The platform shall be completely enclosed along the floorboard to protect occupants. There shall be four doors in the platform, two in the front and two in the rear, each of which shall be provided with a suitable safety latch. All doors shall latch and open inward to avoid accidentally falling from the platform.

A total of four (4) anchor points shall be provided within the platform for the attachment of safety harnesses.

A slip-resistant front access step shall be provided, full width of the platform, approximately 8-1/2" wide. The front corners shall be chamfered for accessibility to parapets and roofs.

Drain openings shall be provided to prevent water accumulation in the platform.

The platform-supporting member shall be a welded steel fabrication in the form of a yoke. The yoke supporting tube shall be bolted to the fly section of the boom. The platform shall be attached to the yoke supporting tube through two swivel points, one each side, above center. The position of the supporting yoke tube shall enable the platform to reach over roof cornices and other obstructions and position the platform directly on top of the roof without damaging the platform undercarriage, waterway supply line, hydraulic lines or boom sections.

A platform leveling system shall be provided and so designed that the platform together with its rated load shall be supported and maintained level in relation to the turntable regardless of the position of the boom or sections. This shall include dual hydraulic cylinders on each side of the platform (four cylinders total) and a self-contained hydraulic leveling system (fully enclosed) in the end of the boom so that no hydraulic lines, reel or base controls have to travel through the telescoping sections, helping to eliminate service problems or failure of the leveling system due to ruptured lines or leaking reels. The platform pivots shall be mounted above center (characteristic of a ferris-wheel suspension) to prevent dumping the platform should a malfunction of the leveling system occur. As a safety feature, should a malfunction occur, there shall be an emergency manual override control to level the platform.

PLATFORM BOOM OR SECTION BED LOCK

An interlock system shall be provided which shall prevent action and movement of the retracted elevating platform boom or sections in their bed until the ground jacks are placed in position to stabilize the vehicle.

LOAD LIMITATIONS

Load instruction plates shall be located at the turntable pedestal control station and the platform control station indicating the safe load of the platform. The platform shall carry the rated load capacity indicated in the following manner: raise, extend, rotate, retract and lower without exceeding the hydraulic pressures prescribed by the manufacturer. Extensions, retraction, and elevation functions can be operated simultaneously.

THE PLATFORM SHALL BE CAPABLE OF CARRYING ITS RATED LOAD SAFELY IN ANY POSITION OF OPERATION ACCORDING TO NFPA #1901.

DOOR SKINS, FORWARD

From the stowed position, each forward facing exterior door skin shall be covered with diamondplate material. Each door skin shall be attached with rivets.

DOOR SKINS, REARWARD

From the stowed position, each rearward facing exterior door skin shall be covered with smooth aluminum panels. Each door skin shall be attached with rivets.

PLATFORM ACCESS LADDER

There shall be an aluminum treadplate access ladder furnished near the rear of the body, on the left side, to access the platform. The ladder shall be furnished with a drop down aluminum step to allow easy access when the vehicle is set-up on the outriggers. Each step will be illuminated for night operation.

PLATFORM CONTROLS FOR BOOM OPERATION

The platform control station shall be on the forward wall of the platform, centered for ease in operator viewing while operating the platform. The three controls shall control the functions of raising and lowering, extension and retraction and rotation of the aerial. The placement of the controls shall conform to NFPA. The controls shall be of the electronic type. This system shall provide diagnostic functions to aid in trouble shooting as well as programmable features to control speed, acceleration and deceleration. The controls shall be lighted for nighttime operation. All electrical connections to the control panel shall be made through waterproof connections and be easily removed or replaced for service.

The following additional items shall be located at the platform control station:

- a] On/off control switch for light to illuminate controls for nighttime operation.
- b] Foot operated switch for high-speed control of the hydraulic system.
- c] A button to activate "creep mode" of the aerial operation.
- d] Slave intercom station allowing "hands free" operation of the intercom.
- e] A "rungs aligned for climbing" for all high-handrail aerial ladder platforms.
- f] On/Off control for Platform Control Power
- g] Three-way switching with the Pedestal for optional ladder lighting
- h] Three-way switching with the Pedestal or on/off control switch for other optional lighting
- i] Three-way switching with the Pedestal for the rear bucket scene light
- j] On/Off control foot switch for high speed control of the hydraulic system
- k] Three-way switching with the Platform for "creep mode" for aerial control functions and indicator LED
- l] Low breathing air system pressure warning LED indicator
- m] LED indicators for cab and body damage (crush zones), jacks status, rungs aligned, tower aligned, rotation interlock, light tower (if truck is equipped with a light tower)
- n] Audible alarm for cab or body damage (crush zones), rotation interlock stop (when short-jacked) and low breathing air

INCLINOMETER

An illuminated inclinometer shall be provided and mounted in plain view of the aerial platform operator.

PLATFORM CONTROL COVER

A diamondplate cover shall be provided over the control panel in the aerial platform. The cover shall be secured with a hinge at the top and latched at the bottom.

120 VOLT CIRCUIT TO PLATFORM

One (1) 15 amp electrical circuit utilizing 12 gauge 3 conductor electric cable shall be provided to the tip of the ladder. The circuit shall be wired from an enclosed terminal strip below the turntable through the collector ring assembly.

One (1) (NEMA-L5-20) female, three-prong, twist lock receptacle, with environmental cover, shall be located below the aerial platform controls.

WATER CURTAIN

A water spray system shall be provided beneath the platform and controlled by a hand operated valve inside the platform. The spray system shall provide 75 GPM of water in a 25 ft. diameter water curtain below the platform. As a safety factor, one or both turret nozzles may be directed straight down for large volumes of water directly below.

AUXILIARY YOKE OUTLETS

Directly behind each turret a 2-1/2" NST outlet, reduced to an 1-1/2" with cap and chain, shall be provided as auxiliary outlets with gate valves near the platform. A hose carrier for 50 ft. 1-1/2" hose shall be provided in the platform.

DRIVERS SIDE PLATFORM MONITOR

The driver's side platform monitor shall be an Akron Stream Master2 style 3482. The monitor shall be constructed of lightweight Pyrolite® and have a flow capacity of 1250 GPM. The monitor shall be directly attached to the platform supporting yoke with a 4" manually operated butterfly valve to control the flow of water. The monitor shall have a 4" flange with a 2.5" outlet and at full flow of the aerial waterway it will flow 1250 GPM. The monitor shall be controlled by two (2) model #6041 toggle station. One (1) shall be installed at the pedestal and one (1) shall be installed inside the aerial platform. A model #3600 hand held wireless controller shall be installed in a location specified by the fire department.

DRIVERS SIDE MONITOR NOZZLE

The driver's side monitor shall be equipped with an Akron style 5177 electric remote control nozzle with a flow rating of 250-1250 GPM.

OFFICER'S SIDE PLATFORM MONITOR

The driver's side platform monitor shall be an Akron Stream Master2 style 3482. The monitor shall be constructed of lightweight Pyrolite® and have a flow capacity of 1250 GPM. The monitor shall be directly attached to the platform supporting yoke with a 4" manually operated butterfly valve to control the flow of water. The monitor shall have a 4" flange with a 2.5" outlet and at full flow of the aerial waterway it will flow 1250 GPM. The monitor shall be controlled by two (2) model #6041 toggle station. One (1) shall be installed at the pedestal and one (1) shall be installed inside the aerial platform. A model #3600 hand held wireless controller shall be installed in a location specified by the fire department.

OFFICER'S SIDE MONITOR NOZZLE

The driver's side monitor shall be equipped with an Akron style 5177 electric remote control nozzle with a flow rating of 250-1250 GPM.

INTERCOM

A Fire Research ACT Intercom model ICA900-112 two-way system shall be installed between the aerial operator's position and the aerial platform. The intercom kit shall include two control modules, one that is hands free and one that has a push-to-talk button, two speakers, and cables. The interconnection between control modules shall require two wires. The control modules shall have an LED volume display and push-button volume control. The hands free module shall constantly transmit to the other module unless the push-to-talk button is pressed.

The intercom shall be designed for exterior use. The control module shall be no more than 2 7/8" high by 5 1/8" wide by 1 7/8". The speaker shall be no more than 5 1/8" high by 5 1/8" wide by 1 1/2" deep. The power requirements for each control module with a speaker shall not exceed 1/2 amp at 12 VDC.

BREATHING AIR SYSTEM

A breathing air system to the platform shall be provided.

One 4500-psi DOT cylinder, with pressure regulator, relief valve, and low air warning alarm, shall be provided. The system shall terminate in the platform with a three place manifold, ready to accept the customer supplied air fittings.

All valves, pressure regulators and gauges shall be protected from accidental damage.

BREATHING MASK STORAGE

Storage shall be provided for breathing masks in the platform.

AIR BOTTLE REFILL

There shall be a screw-type shutoff valve and a CGA air fitting supplied on the air system plumbing to which a refill hose can be connected. The fitting shall be installed with a stainless steel tee. There shall be a protective dust cap installed on the air line fittings. The air storage bottle shall be refillable without disconnecting the air line plumbing.

BREATHING AIR ALARM

A Floyd Bell TUHC-V88R-930-Q low air alarm, audible and visual, shall be provided.

BREATHING AIR TANK LOCATION

The platform air supply cylinder shall be mounted on the officer's side of the aerial turntable.

PARAPET LADDER

There shall be a two-section ladder assembly pivoting off of the front step of the platform that permits access over parapet walls and onto roof surfaces. The ladder shall be self-storing and easily deployed and retracted using a gas spring assisted lever.

STOKES ARMS

There shall be two arms mounted under the front step of the platform that swing out and lock in the deployed position to provide support for a full size stokes basket and victim. The arms and platform shall have six anchor points to securely tie down a basket and victim.

STOKES STORAGE BOX

A storage box shall be attached to the side of the base section of the aerial for the storage of a Stokes style rescue stretcher. The box shall be constructed from smooth aluminum plate and shall be provided with a polished aluminum treadplate lid. The storage box shall be painted.

LIFTING EYE

A single lifting eye shall be attached to the fly section of the boom for the purpose of hoisting a stokes basket. When a stokes basket is suspended from the eye, the basket shall be able to be reached by an attendant in the platform. Capacity of the eye shall be 800 lb. and any weight suspended from it shall be subtracted from the rated capacity of the platform.

CORROSION REDUCTION POLICY

It is understood that fire apparatus will operate in harsh environments. The Sutphen Corporation has in place a formal corrosion reduction program and detailed assembly procedures, designed for reducing and eliminating the possibility of corrosion. A formal program following the processes as set forth in ASTM B117, and is described below.

Frame Rails

The chassis frame rails shall be coated with a high performance, two component, reinforced inorganic zinc rich primer with a proven cathodic protection makeup preferably Cathacoat 302HB. The surface shall be clean and free of all salts, chalk and oils prior to application. Where the primer has been broken during the frame assembly process the area shall be touched up to reestablish the seal. Prior to finish paint a second primer Devran 201 shall be applied. Once the assembly of the frame is complete and the second primer is applied the entire assembly shall be covered with high quality top coat paint preferably Imron 5000 or equal.

Electro Plating

Steel and Iron brackets such as the pump module bracket shall be Zinc or cadmium plated to protect against corrosion. Plating shall be in accordance with ASTM B663.

Fasteners

In any area that a stainless steel screw or bolt head is to come in contact with aluminum or steel, painted or non-painted, the fastener shall have the underside of the head pre-coated with nylon. The nylon coating shall act as a barrier between the fastener head and the metal or painted surface.

Screw or bolt taped into the metal shall be pre-coated with a Threadlocker type material pre-applied on the threads.

When bolting together stainless steel the pan-head bolts with nylon coating under the head, a stainless washer with a rubber backing, and a Stover flange nut to secure the bolt, shall be utilized.

When mounting aluminum components such as a step to the apparatus body, stainless steel washers with rubber backing shall be used. All mounted components shall utilize barrier material between the two surfaces.

All rivet or huck type fasteners shall be of the same material being secured.

Whenever possible, holes shall be pre-drilled and taped when mounting components such as lights, steps, and hand rails prior to the paint process to reduce the corrosion opportunity. If a hole must be drilled into a previously painted surface, the paint barrier around the hole shall be re-established and a flange-type nutsert with a gasket under the flange shall be used.

When possible, the use of stainless trim screws shall be minimized. Structural tape and or adhesive shall be used where possible for mounting trim to the body or cab.

If a pre-treated screw or bolt is not available, hand applied Dynatex Boltlocker or Theadlocker shall be placed on the threads of the screw, bolt or nutsert. This will help seal threads from moisture and help prevent the fasteners from loosening. If lubricant is used when tapping the hole, the hole will be cleaned of lubricant and the shavings before applying.

Barrier Tape

Barrier tape shall be used on the backsides of all lights, trim pieces, or other components when bolting them to the apparatus; also when attaching stainless steel over an aluminum surface or when attaching aluminum treadplate to the stainless steel. All instances of dis-similar metals contacting each other require the addition of barrier tape between the metals where contact is made.

Before applying the tape, all metal surfaces shall be clean from oil or dirt with a 50/50 mix of alcohol and water or a similar solvent.

Gaskets

Gaskets shall be used under all snaps, loops and fasteners for such items as for hose bed covers. The paint seal shall be re-established around the mounting hole edges after drilling.

Rollup Doors

1 3/4" X 1/16" barrier tape shall be used on the frame opening to act as barrier between the aluminum door rail and the painted door opening surface.

Hinged Doors

Barrier tape shall be applied to the painted surface of the body and on the painted hinge side of the door.

Painting Steel

Steel shall be wiped of any oil residue, rust, and weld slag or smoke shall be removed. All surfaces shall be cleaned with solvent, primed, and then sprayed with a topcoat. After bolts are tightened to the proper torque, bolts shall be touched up with primer or cold galvanizing coating.

Mounting Emergency Lights and Options

All emergency lights, accessory mountings, Kussmaul covers, and 110 outlet boxes mounted to the body should be mounted with pre-coated Threadlocker and nylon under the head screws or bolts to minimize corrosion between dissimilar metals.

Electrical Grounding

Grounding straps shall be installed consisting of a minimum 2-gauge strap bolted to the chassis frame.

A ground cable from the cab to the right side frame rail

From the alternator to the right side frame rail

From the pump module frame to the right side truck frame.

Aerials: from the hydraulic and pump module framework.

From the pump mount to the truck frame rail.

From the body module to the right side truck frame.

Proper grounding will help eliminate grounding problems, and will reduce the possibility for electrolysis and corrosion to occur, as a result of impressed current be presented to the chassis. All electrical connection points shall be sprayed with electrical sealer as necessary.

SALT SPRAY TESTING

All fasteners and coatings have been chosen after extensive salt spray testing. Salt spray tests are used to confirm the relative resistance to corrosion of coated and uncoated metallic specimens, when exposed to a salt spray climate at an elevated temperature. Test specimens are placed in an enclosed chamber and exposed to a continuous indirect spray of neutral (pH 6.5 to 7.2) salt water solution, which falls-out on to the specimens at a rate of 1.0 to 2.0 ml/80cm²/hour, in a chamber temperature of +35C., steady state condition.

Method

Salt fog testing is performed by placing samples in a test cabinet that has been designed in accordance with Paragraph 4 (Apparatus) of ASTM B117 and operated in accordance with Paragraph 10 (Conditions) of ASTM B117.

A 5% salt solution, prepared by dissolving sodium chloride into water that meets the requirements of ASTM D1193 Specification for Reagent Water, Type IV is supplied to the chamber. At the time the samples are placed into test, the cabinet is pre-conditioned to the operating temperature of 35°C and fogging a 5% salt solution at the specified rate.

Orientation

The samples are placed at a 15-30 degree angle from vertical or tested in the "installed" position. This orientation allows the condensation to run down the specimens and minimizes condensation pooling. An important aspect of the test is the utilization of a free-falling mist, which uniformly settles on the test samples. This simulates a "real world" condition.

Test durations

Test durations are 500 hours, and the test cabinet will remain closed for the duration of the test.

PAINTING

The apparatus shall undergo extensive pre-paint preparation. All cab and body trim parts are to be removed prior to painting. All appliance-mounting holes are to be drilled and de-burred prior to painting. This allows mounting holes to be primed and painted. Before prime and finish coats are applied, the complete apparatus shall be properly prepared and treated to permit the best possible adhesion of the primer and finish coats.

All materials used in the paint process shall be of the of the highest quality available. Modern methods shall be employed to assure the finest finish surface possible. All priming, surfacing and painting shall be done in a modern down draft or cross flow paint facility. Experienced personnel trained by the paint manufacturer shall perform all paint application in order to provide the highest quality and most enduring paint finish available. Both aluminum and steel surfaces to be painted shall be primed with a two (2)-component primer which is compatible with the finish coat. The apparatus shall be finish painted with a polyurethane base/clear system. "No Exception"

Utilizing the stainless steel body fabrication, the interior of all compartments, inside hose bed and surrounding areas adjacent to compartments doors shall remain a #4 brushed stainless steel finish. This practice shall eliminate the possibility of paint chipping, and electrolysis of aluminum, which can cause corrosive action between dissimilar metals. The chassis, compartment doors, front and rear jack doors, and rear fender panels shall be painted the color indicated.

A barrier gasket/washer of "High Density Closed Cell Urethane Foam" shall be used behind all lights, handrails, door hardware and any miscellaneous items such as stainless steel snaps, hooks, washers and acorn nuts. The gaskets/washers shall be coated with pressure sensitive acrylic adhesive. All screws used to penetrate painted surfaces shall be pre-treated/coated under the head with nylon and the threads shall have pre-coat #80. This procedure shall be strictly adhered to for corrosion prevention and damage to the finish painted surfaces.

The following paint process shall be utilized:

Surface Preparation:

1. Wash surface thoroughly with mild detergent.

2. Clean and de-grease with Prep-Sol 3812S.
3. Sand and feather edge using 400 grit or finer on a dual action sander.
4. Remove sanding dust with a cleaner compatible with polyurethane base coat/clear coat final finish.

Substrate treatment:

1. Use a Metal Conditioner followed with a Conversion Coating product.

Priming:

1. Use a priming 615S pretreatment.
2. Use a self etching primer applied to achieve a 1.5 mil dft minimum.
3. Use Prime N Seal sealer compatible with polyurethane base coat.

Color Coat:

1. Apply polyurethane base coat 1-2 mil dft minimum.

Clear coat:

1. Apply polyurethane clear coat 2 mil dft minimum.

PAINT TWO TONE CAB

The cab exterior surfaces shall be two (2) colors.

CAB PAINT BREAK LOCATION

The paint break line shall be at the bottom of the windshield.

PAINTED FRAME AND LOWER AERIAL COMPONENTS

The frame rails, rear drop, fuel beam, outriggers, sway bars, and lower aerial components shall be painted glossy black.

TEXTURED FRAME RAIL COATING

The area of the frame rails where the pump module shall be located. Shall be applied with a textured coating that matches the frame rail color.

TURNTABLE PAINT

The turntable, side plates and lift cylinders shall be painted the same color as the apparatus.

ADDITIONAL PAINT PACKAGE

The ladder sheave beams, extension cylinder and yoke shall be painted the same color as the apparatus.

AIR CONDITIONING CONDENSER

The air conditioning condenser shall be painted to match the cab roof.

LETTERING

Forty (40) 8" 22KT Gold laminate goldleaf letters, with left hand shading and right hand outline to equal 8-5/8" letter, shall be provided.

Customer supplied fire department emblems shall be installed on the cab doors, one each side.

REFLECTIVE MATERIAL, CHEVRON STRIPING, INTERIOR CAB DOORS, ORAFOL REFLEXITE

The apparatus shall have reflective Orafol Reflexite Chevron striping affixed to the inside of each cab door. The striping shall be plainly visible to oncoming traffic when the doors are in the open position.

A 1/2" 22KT gold stripe with printed edges stripe shall be provided along the cab paint break.

STRIPING

A 8" Scotchlite stripe shall be provided across the front of the cab and along each side of the apparatus.

"Z" STRIPE

The Scotchlite stripe shall be a one-piece "Z" type on the cab sides and continuing straight along each side of the apparatus.

CHEVRON STRIPING, LADDER CHUTE DOOR, ORAFOL REFLEXITE

The ladder chute door shall have 6" red and yellow reflective Reflexite Chevron style striping affixed to it. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.

CHEVRON STRIPING, REAR BODY OUTBOARD, ORAFOL REFLEXITE

The apparatus shall have 6" red and yellow reflective Orafol Reflexite Chevron style striping affixed to the outboard rear body panels. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.

CHEVRON STRIPING, REAR PLATFORM OUTBOARD, ORAFOL REFLEXITE

In addition to the outboard rear body panels, the rear platform outboard panels shall also be covered with 6" red and yellow reflective Orafol Reflexite Chevron style striping.

CHEVRON STRIPING, FRONT BUMPER, ORAFOL REFLEXITE

The apparatus shall have 6" red and yellow reflective Orafol Reflexite Chevron style striping affixed to the front bumper. The striping will be set in a manner to have the effect of an inverted "V" shape.

BOOM SIGN

A boom sign, approximately 88" x 26", shall be provided on each side of the boom. The background of the boom sign shall be painted primary truck color.

BOOM SIGN LETTERING

Up to twenty (20) 14" 22KT Gold laminated goldleaf letters, with left hand shading and right hand outline to equal 14-5/8" letter, shall be provided on each boom sign.

A third highlight color shall be added to letters.

MISCELLANEOUS EQUIPMENT FURNISHED

1 pt. touch-up paint

A bag of stainless steel nuts and bolts, as used in the construction of the apparatus.

WHEEL CHOCKS

Two (2) Ziamatic #SAC-44 folding wheel chocks with SQCH-44H holders shall be provided. The wheel chocks shall be located in an area close to the rear axles easily accessible from the side of the apparatus.

LIFE BELT

An Atlas #531 Pompier life belt shall be provided.

PIKE POLE STORAGE

Three (3) storage tubes shall be recessed each side of the rear compartment for pike pole storage. A spring-loaded clip shall be installed near each tube to secure the head of a standard pike pole.

OPERATION AND SERVICE MANUALS

Complete "Operation and Service" manuals shall be supplied on two (2) USB flash drives with the completed apparatus. Service manual instructions shall include service, maintenance and troubleshooting for major and minor components of the truck. The apparatus manufacturer shall supply part numbers for major components (i.e. Engine, Axles, Transmission, Pump, etc.). A table of contents, hydraulic, air brake and overall apparatus wiring schematics shall be included.

A video demonstration on the operation of the truck shall be supplied on the flash drive.

DEALER PREP/INSPECTION

The apparatus dealer responsible for the sale of the Sutphen apparatus shall perform a pre-delivery inspection of the apparatus prior to the customer taking possession of the vehicle. This inspection allows for the dealer to record all applicable part and serial numbers for the apparatus so that service and parts can be easily facilitated during the service life of the vehicle. This inspection also allows for a second quality control check, prior to the apparatus being placed in service.

WARRANTIES

The following warranties shall be supplied. See warranty documents for complete coverage details of each warranty provided.

The apparatus shall be warranted to be free from mechanical defects in workmanship for a period of one (1) year. The apparatus shall be covered for parts and labor costs associated with repairs for a period one (1) year.

Life-time warranty on the frame.

Ten (10) year cab structural warranty.

Ten (10) body structural warranty.

Ten (10) year warranty on paint.

Two (2) year aerial mechanical warranty.

Thirty (30) year aerial structural warranty.

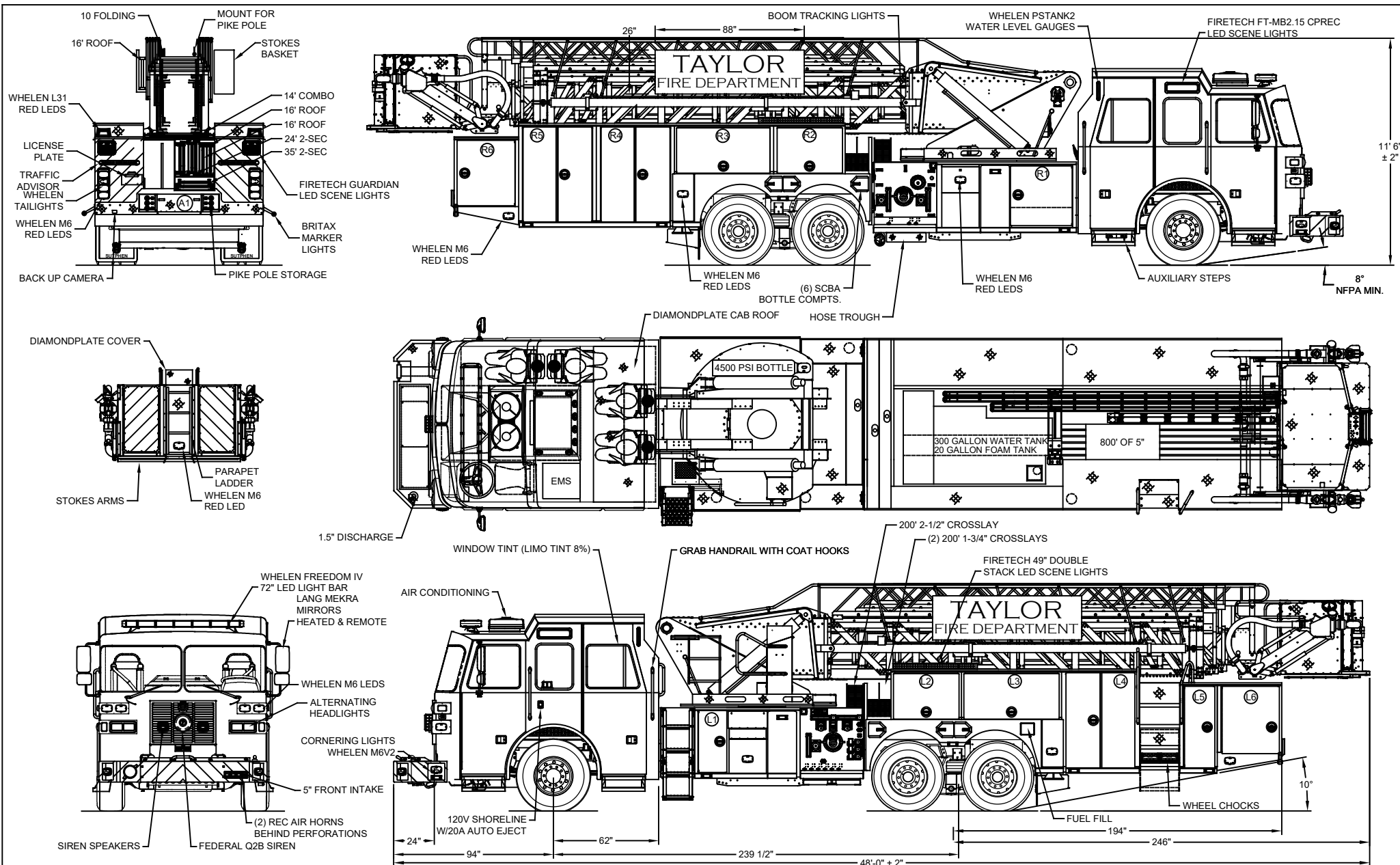
The OEM warranties shall be applied for all major components.

MECHANICAL BREAKDOWN WARRANTY

A Premium 2000+ Elite, third party mechanical breakdown warranty shall be provided. This limited warranty shall be valid for 24 months, 30,000 miles, beginning upon expiration of the covered component factory warranty. Coverage shall include the engine, transmission, rear axle, turbochargers, fuel injectors and engine water pump, aftertreatment, and a towing benefit. Detailed warranty documents shall be included for complete coverage of this warranty.

MANUFACTURING & LOCATIONS

The apparatus will be manufactured in facilities wholly owned and operated by the company. A complete stock of service parts, and service shall be provided on a 24 hours around the clock basis. The company shall maintain parts and service for a minimum period of twenty (20) years on each apparatus model manufactured.



DOOR OPENINGS			COMPARTMENT DIMENSIONS			DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
L1	34 1/16	13 7/16	38 1/2	20 5/16	19 7/8	R1	34 1/16	33 7/16	38 1/2	40	27 1/2
L2	23	33 1/4	27 1/2	41 1/2	12 1/8	R2	23	33 1/4	27 1/2	41 1/2	27 1/2
L3	23	50 1/4	27 1/2	58	12 1/8	R3	23	50 1/4	27 1/2	58	26 1/2
L4	51 3/4	37 1/2	56 1/2	45 3/4	26 1/2	R4	51 3/4	37 1/2	56 1/2	45 3/4	26 1/2
L5	43 3/4	15	48 1/2	22	26 1/2	R5	51 3/4	37 1/2	56 1/2	45 3/4	26 1/2
L6	35 3/8	30 3/4	40 1/8	34 3/4	26 1/2	R6	35 3/8	30 3/4	40 1/8	34 3/4	26 1/2

DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
A1	9 1/8	24 1/2	9 7/8	26	88

TOTAL COMPARTMENT VOLUME - 283.49 CU.FT.

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.			CUSTOMER APPROVAL			DRAWN BY:		
IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.			NAME:			K. EXEL		
DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.			TITLE:			DATE:		
			DATE:			9/27/2023		
			REV.			MFG. FACILITY:		
						DUBLIN		
						SPH100 AERIAL PLATFORM		
						TAYLOR, TX (2023 SPH100)		



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 6

Agenda Title: **Consider Resolution R23-41 Expressing Official Intent to Reimburse for Certain Costs Related to the City's Water and Wastewater System, Park and Recreation Facilities, and Other Related Items**

Council Action to be taken: Approve by Consent

Department Submitted: Finance

Staff Contact: Jeffrey Wood, Chief Financial Officer

1. PURPOSE/DESCRIPTION

Staff is asking for approval of Resolution R23-41 to allow for the reimbursement of any costs incurred prior to the actual bond issuance for the Water and Wastewater System, Park and Recreation Facilities, and Other Related Items.

This resolution will allow the City to reimburse itself with debt proceeds in the amount not to exceed \$5,600,000. The City will use available fund balances to provide the short-term cash flow needed to allow these debt-funded activities to begin prior to actual receipt of the bond proceeds. Projects will be (1) water and wastewater system improvements, including but not limited to the City's emergency valve replacement program, and (2) park and recreational facilities, including but not limited to a new splash pad water feature.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor has taken similar action to express its official intent to reimburse itself from future debt proceeds for costs incurred prior to such debt issuance, most recently in October 2021. The City intends to issue debt that is supported by utility user fees and property tax collections during the first half of 2024. Such debt issues take 90-120 days to complete, and this resolution allows the City to expend money for purposes of this debt issuance prior to receiving the debt proceeds and to subsequently reimburse the City from the debt proceeds for such expended money.

The resolution sets a maximum amount of \$5,600,000 that may be spent prior to the debt issuance. Staff anticipates that the timing of the debt issuance will result in less than this amount being spent at any one time prior to issuance.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Allows certain projects to begin prior to the actual sale of the debt instruments to meet time constraints related to the specific projects • The resolution sets a maximum amount of fund balance that staff can spend prior to the issuance of debt	• Reduces the amount of fund balance available for emergency situations until the debt proceeds are received

4. RECOMMENDATION

Staff recommends that Council approve Resolution 23-41 as part of the Consent Agenda

5. FUNDING SOURCE

N/A

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

Council can choose to not approval the resolution and require staff to wait until the debt proceeds are received prior to expending any funds for the projects related to the debt

8. ATTACHMENTS

[6a. Resolution R23-41](#)

RESOLUTION NO. R23 - 41

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS RELATED TO THE CITY'S WATER AND
WASTEWATER SYSTEM, PARKS AND RECREATIONAL FACILITIES AND OTHER
RELATED ITEMS**

WHEREAS, the City Council of the City of Taylor, Texas (the "City") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (collectively, the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

Section 1. The City reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$5,600,000 for the purpose of paying the costs of the Project prior to issuance of such obligations.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED, APPROVED AND EFFECTIVE THIS _____.

Mayor
City of Taylor, Texas

ATTEST:

City Secretary
City of Taylor, Texas

EXHIBIT A

Projects will be (1) water and wastewater system improvements, including but not limited to the City's emergency valve replacement program, and (2) park and recreational facilities, including but not limited to a new splash pad water feature.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §

I, the undersigned City Secretary of the City of Taylor, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on _____, 2023, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Brandt Rydell, Mayor
Gerald Anderson, Mayor Pro Tem
Mitchell Drummond, Councilmember
Robert Garcia, Councilmember
Dwayne Ariola, Councilmember

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO THE CITY'S WATER AND WASTEWATER SYSTEM, PARKS AND RECREATIONAL FACILITIES AND OTHER RELATED ITEMS

was duly introduced for consideration and passage on first reading. It was then duly moved and seconded that said Resolution be passed on first reading; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this _____.

City Secretary, City of Taylor, Texas

[CITY SEAL]



City Council Meeting November 16th, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 7

Agenda Title: Consider approving award for the Request for Qualifications (RFQ) for programing, planning, design, and construction administration for the Doris Roznovak Aquatic Center reconstruction project and authorize City Manager to negotiate a contract with selected firm.

Council Action to be taken: Award RFQ and authorize City Manager to negotiate agreement.

Department Submitted: Parks and Recreation

Staff Contact: Tyler Bybee, Parks and Recreation Director

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to consider awarding an RFQ to the C.T Brannon Corporation and authorize the City Manager to negotiate an agreement with this firm.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor continues to grow and with managing this growth, the city needs to ensure we provide adequate quality of life facilities. The current Doris Roznovak Aquatic Center has major structural flaws that have led to large amounts of water loss. In the Summer 2022 the City engaged Councilman Hunsaker Aquatics to perform an audit of the pool. The findings of this audit revealed major structural flaws to the pool shell, stainless steel edging and underdeck pipe breaks. Reconstruction of the pool was recommended, and the city issued a Certificate of Obligation to fund the pool reconstruction in July of 2022 in the amount of \$5,325,000.

To address the failing pool structures, an RFQ was issued to select a firm to assist with programming, planning, design, and reconstruction of a new Aquatic Center. Six firms submitted for the RFQ, and two rounds of reviews were conducted by the committee. The committee consisted of three staff members and two HDR engineers. The first round of reviews consisted of analyzing each group's submitted proposal and scoring it against the criteria set out in the RFQ. Interviews were conducted in the second round, which consisted of three firm selected. In this round a review of references, projects and further discussion was conducted focusing on the three firms.

At the end of the discussion, the committee recommended selecting Brannon Engineering and Consulting. Overall, the committee felt they had a lot of years of experience building this type of facility, strong references, and great examples from other projects with similar scope. One of the major benefits of Brannon is they do the aquatic design process in house and specialize in Aquatic facility design and construction.

Travis Bozick, the firms Principal/Vice President will be at the meeting to provide a brief overview of their firm and answer any questions.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Experienced firm to assist with design services.	NA

4. RECOMMENDATION

Staff recommends awarding the RFQ to the C.T. Brannon Corporation and authorize the City Manager to negotiate an agreement.

5. FUNDING SOURCE

Certificate of Obligation funding.

6. TIMELINE

Negotiate agreement.

Begin design services after agreement reached.

Estimated it will take 6-7 month in the design phase.

Tentative Construction start date August/September 2024

Tentative new pool opening May 2025

7. OTHER OPTIONS (In order of preference)

NA

8. ATTACHMENTS

7a. [Presentation from Brannon Corporation](#)

7b. [Brannon Corporation Pool RFQ response](#)

City of Taylor Doris Roznovak Aquatic Center Renovation

Brannon Corporation, Barham Architects, MEP Associates Design Group, Inc.

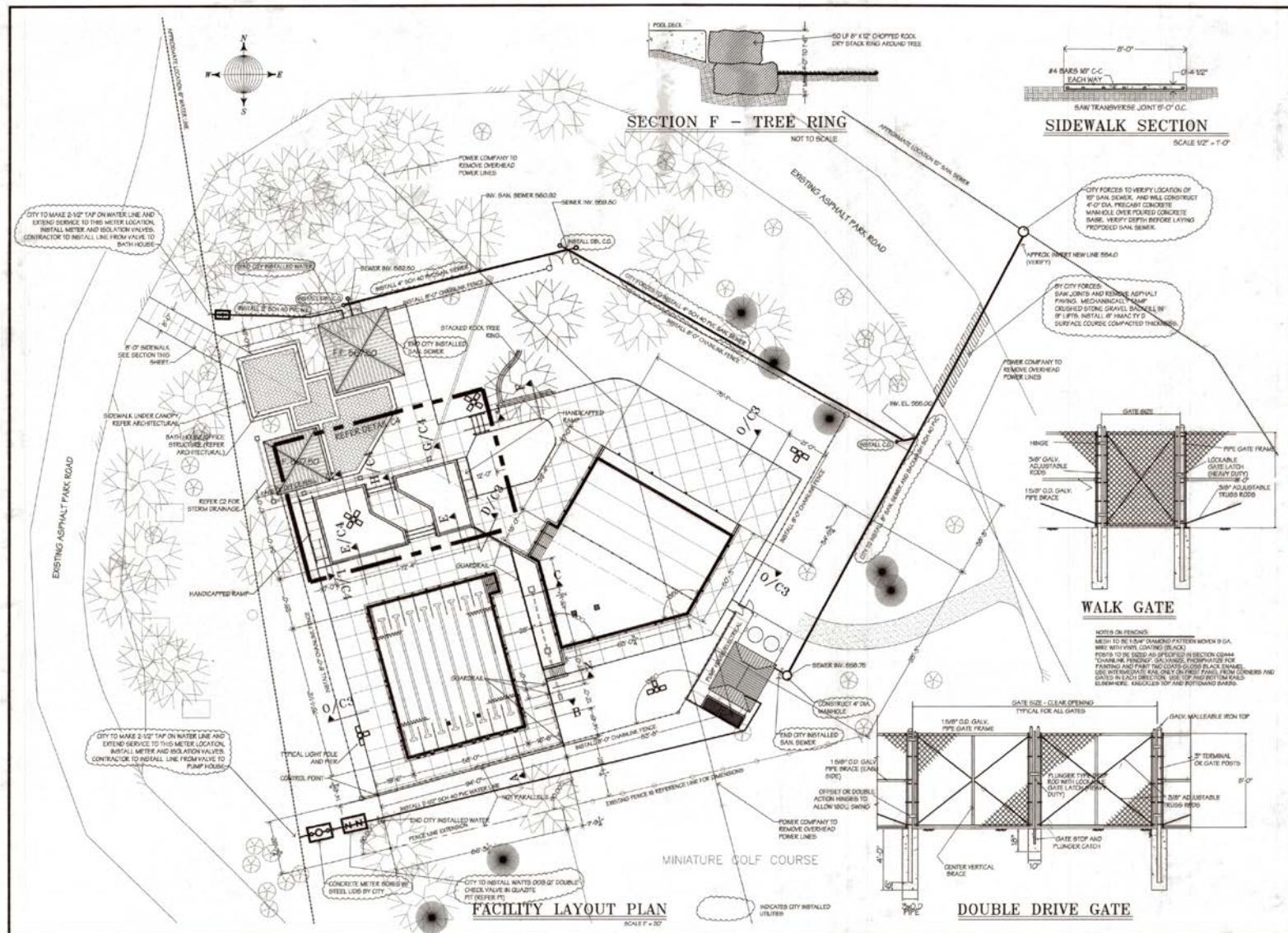
Engineering Services





- Celebrating 46 years: 1977-2023
- We have experience with:
 - Municipal waterparks
 - For profit private waterparks
 - Kalahari Round Rock, Typhoon Texas Pflugerville, Bryan Aquatic Center Renovations
- We aim to create a unique solution for your site, budget and project scope.
- We diagnose existing facilities and propose project specific designs.





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CHECKED BY: CTR
DATE: 1/15/99
SCALE: 1" = 20'

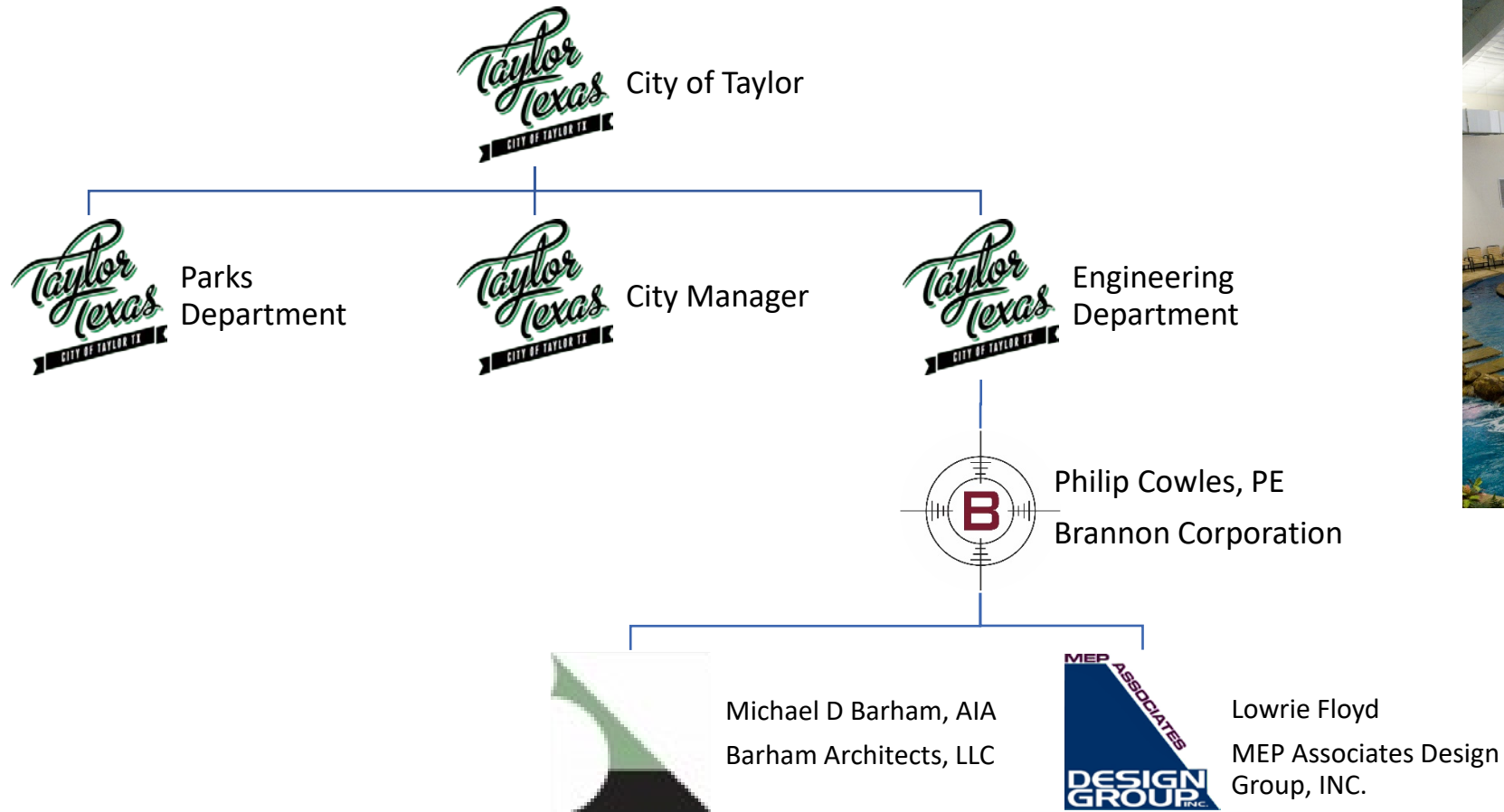
BRANNON
CORP.

45th

ANNIVERSARY

EST. 1977

ORGANIZATION CHART



**BRANNON
CORP**

45th

ANNIVERSARY

EST. 1977

- TBD: Landscape, Irrigation, Signage, F&B

Barham Architects, LLC

- Michael D. Barham Architects, Inc. was established in 1982. In 2008, Barham Architects, LLC was established with Laurie B. Barham as Owner and President, with Michael D. Barham as Principal Architect. The firm is located in Tyler, Texas.
- Barham Architects is a firm which has provided services to numerous public entities over the years.
- Mr. Barham has a total of over forty-eight years of experience, forty-one as a principal architect, for a full range of building types. He maintains close involvement in the programming and design phases of all projects.



MEP Associates Design Group, Inc.

- MEP Associates Design Group Inc. is a full-service, in-house local design firm which has provided efficient engineering design for a full array of commercial businesses for over 23 years.
- The firm has extensive experience working on projects including public funds, historic preservation, adaptive reuse, additions, renovations, structural retrofit, and new construction.
- The firm has designed systems for projects in several states and is familiar with federal and international code requirements for specialized and general projects.



INTEGRATED APPROACH



Operations & Serviceability

- Aquatic design should consider the ease of maintenance and serviceability for city staff.
- Our clients re-use the Brannon Corporation because we listen to and support the end operator.





QUESTIONS?

BRANNON
CORP

45th

ANNIVERSARY

EST. 1977



STATEMENT OF QUALIFICATIONS

CITY OF TAYLOR

RFQ #2023-11

DORIS ROZNOVAK AQUATIC CENTER RENOVATION

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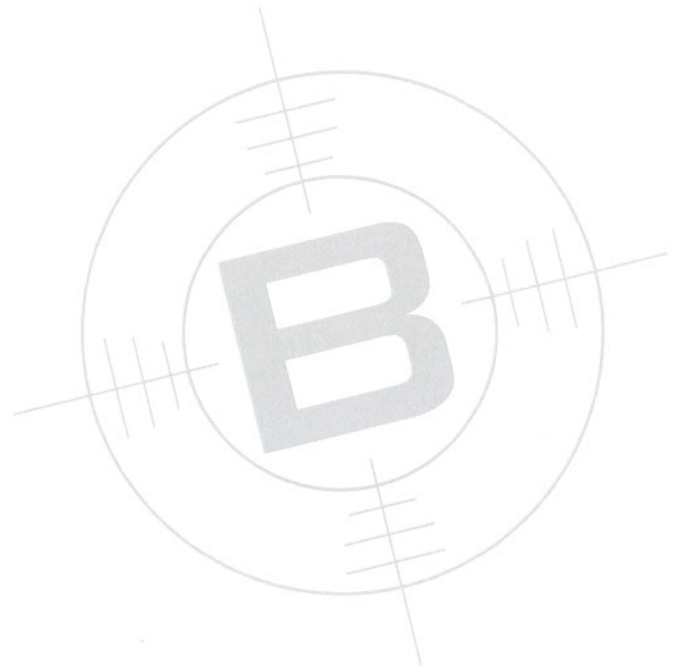
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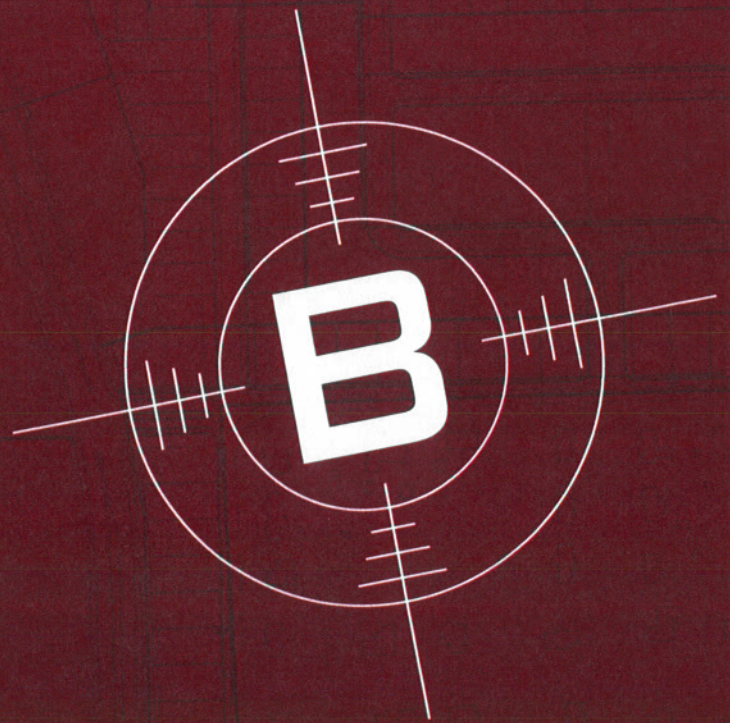
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Section 1

Introduction





DATE: October 2, 2023

TO: City of Taylor
400 Porter Street
Taylor, Texas 76574

ATTN: Sabrina Schmidt
Purchasing Agent

RE: Statement of Qualifications
Engineering & Project Management Services

LADIES AND GENTLEMEN:

We are grateful for the opportunity to propose professional engineering services to the City of Taylor. We are proud to work in communities like yours, and aquatic renovations have become one of our specialties over the years. Renovation projects come with unique challenges that are best handled with experience, and we hope to bring ours to the table. As a design team, we'll work closely developing and executing a plan that best suits the City's needs, while also producing a unique design that lies firmly on the cutting edge.

THE BRANNON CORPORATION has extensive experience from which to draw both as a civil engineering firm as well as an aquatics consultant. Our company has worked on hundreds of aquatics projects in its tenure. We work on 75+ aquatics projects a year between small municipal waterparks, recreational facilities, apartment and hotel pools, to large water parks, competition pools both at the K-12 and university level. We have worked on multiple aquatic renovation projects where renovations of older aquatic facilities and updates for code compliance were necessary.

Municipal aquatic design is in our DNA. We understand the importance of functionality and reliability, while delivering a design that the City will be proud of. We want to create a safe environment that fosters fun times and memories that will have guests of the Doris Roznovak Aquatic Center coming back year after year.

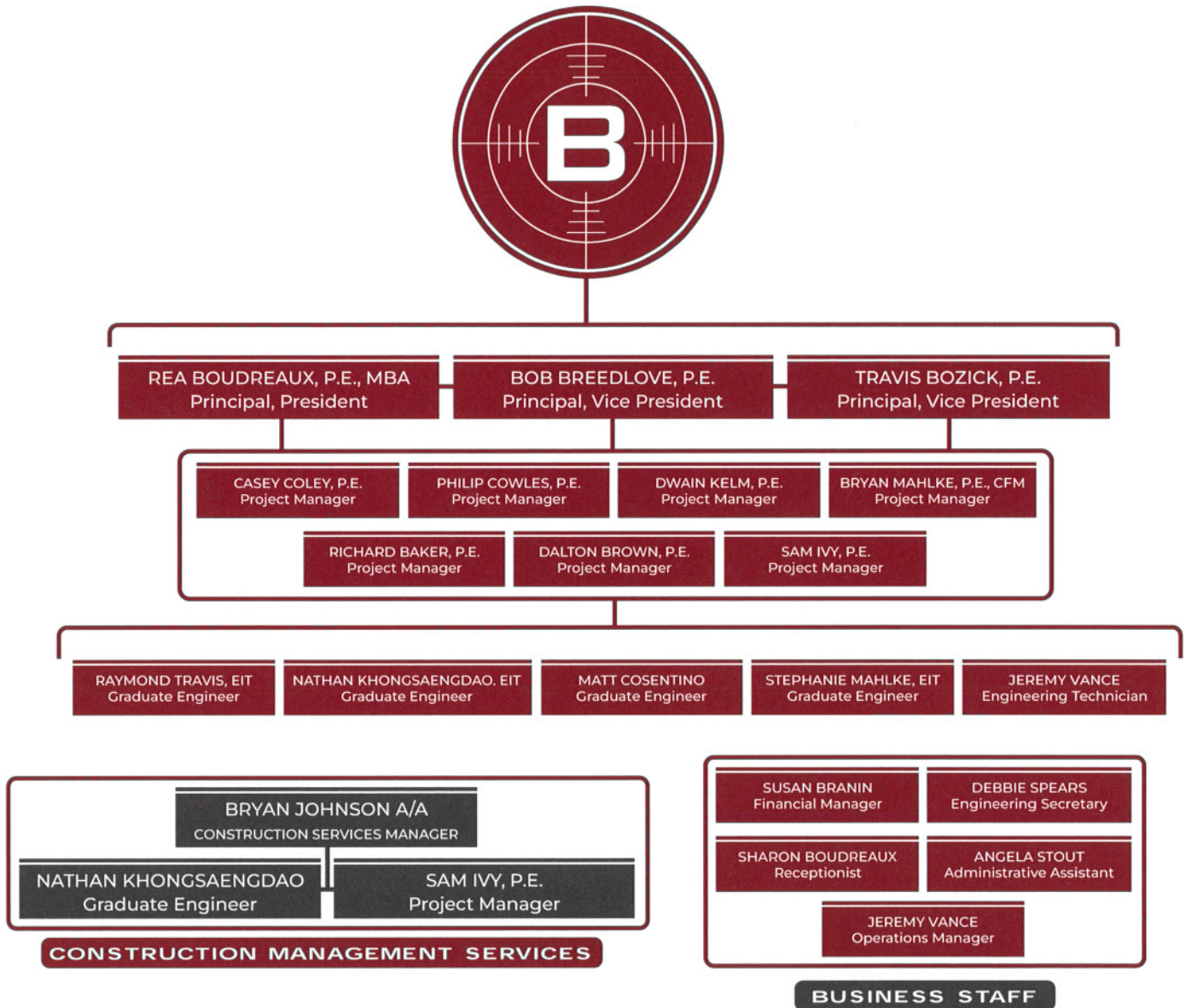
We hope to hear from you soon.

Travis A. Bozick, P.E.
Vice President, Principal/Project Manager

1321 S Broadway Tyler, TX 75701 • P.O. Box 7487 • P: 903.597.2122 • BrannonCorp.com



WORKFLOW ORGANIZATIONAL CHART



THE BRANNON CORPORATION is hands-on with its clients and projects. We produce high quality product, because the project is never far-removed from the company leadership. A principal is involved in every aspect of the project, from conception to construction. Your projects will be designed by professional engineers, and they will be largely monitored by professional engineers. This means design work is checked at each stage of the process.

For this project, we are teaming with **BARHAM ARCHITECTS** and **MEP ASSOCIATES DESIGN GROUP** with which we have completed numerous project with great success. With a full array of aquatics, architectural, and mechanical design services, we are able to provide the City of Taylor with a one-stop design team.



STATEMENT OF QUALIFICATIONS

Since 1977, The Brannon Corporation has successfully provided design & consulting services in over 200 venues throughout the United States and abroad; government & municipal engineering services for City Engineering and Public Works departments in over 200 small cities throughout East Texas; aviation/airport engineering services to over 100 facilities throughout Texas and adjacent states; commercial & residential development in all capacities; and education/sports/recreation engineering services for over 100 venues throughout Texas.

The Brannon Corporation has personnel with a combined total of well over 200 years of experience consisting of 21 staff members, including 10 registered engineers, 5 Engineers In Training (EIT), 1 civil/CAD technicians, 1 on-staff Construction Services manager, and several support staff are here to serve your needs and to provide quality customer service. We also proudly offer operational assistance via Bryan Johnson, our in-house A/A water & wastewater operator.

The Brannon Corporation has completed projects of all sizes and scopes for clients throughout the United States and abroad, with construction costs ranging from a few thousand to the tens of millions. Brannon Corporation is a full-service consulting, urban planning, civil and municipal engineering firm with experience in aquatics/hydrology/ecology, aviation/airports, commercial & residential development, education/sports/recreation, and government/municipal engineering.

Professional engineers for The Brannon Corporation are currently registered to practice in Alabama, Arkansas, Colorado, Florida, Louisiana, Mississippi, Nebraska, Nevada, New Mexico, Nebraska, Oklahoma, Tennessee, Texas and Virginia, and have reciprocity to secure licensing in most other states.

PROJECT APPROACH

Our standard approach to any project involves one basic philosophy: **We Listen.**

We are always ready and willing to sit down with our clients, in their offices or ours, and listen to their needs, dreams, and aspirations. We are not one of those engineering firms that have a set "solution" to our client's needs. We welcome the input of those associated with the individual aspects of any particular project. After all, it is not our project, it is yours. At Brannon, we take pride in our ability to plan for the future.

PROFESSIONAL REFERENCES

Brannon Corp:

POOL RENOVATION • City of Nederland

Chris Duque, City Manager (409.723.1503) | 207 N 12th St, Nederland, TX 77627

POOL RENOVATION • City of Harlingen

Javier Mendez, Parks & Recreation Director (956.216.5951) | 502 E Tyler Ave, Harlingen, TX 78550

CAPITAL IMPROVEMENTS • City of Carrollton

Andrew I. Combs, PE, Capital Improvements Program Division Manager, City of Carrollton Engineering Department (972.466.3078, andrew.combs@cityofcarrollton.com) 1945 E Jackson Rd Carrollton, TX 75006

LITTLE ELM INDOOR WATERPARK • Town of Little Elm

Chad Hyde, Director of Community Services (972.377.5564) | 303 Main St, Little Elm, TX 75068



CHART "A"

Project	Project Address	Client Telephone	Project Budget	Final Cost	Percent Overrun
City of Harlingen, Lon C. Hill Renovation	605 N L St, Harlingen, TX 78550	(956) 216-5954	\$ 280,000.00	\$ 280,000.00	0.00
City of Bryan, Aquatic Center Renovation	3101 Oak Ridge Dr, Bryan, TX 77802	(979) 209-5528	\$ 945,556.00	\$ 945,556.00	0.00
City of Carrollton, Rosemeade Aquatic Center	1334 E Rosemeade Pkwy, Carrollton, TX 75007	(972) 466-9835	\$ 4,570,736.00	\$ 4,570,736.00	0.00
City of Muskogee, OK River Country Water Park	3600 Arline Ave, Muskogee, OK 74401	(918) 684-6304	\$ 1,000,000.00	In Design	0.00
McAllen ISD, Nikki Rowe Natatorium	2101 N Ware Rd, McAllen, TX 78501	(956) 687-9421	\$ 850,000.00	Under Construction	No current overrun
College Station ISD, Middle School Natatorium Renovation	900 Rock Prairie Rd, College Station, TX 77845	(281) 671-2300	\$ 3,200,000.00	Under Construction	No current overrun
Chasco YMCA RoundRock, Aquatic Improvements	1801 N Interstate Hwy 35, Round Rock, TX 78664	(281) 982-0212	\$ 1,250,000.00	Under Construction	No current overrun
City of Tyler, Fun Forest Aquatic Renovation	900 N Glenwood Blvd, Tyler, TX 75702	(903) 531-1370	\$ 1,758,235.00	\$ 1,758,235.00	0.00



PROJECT APPROACH

GOALS

Our goal is to produce a tailor-made set of construction documents for the project you define.

SCHEDULE

Our team is immediately available to proceed with conceptual /schematic design upon the successful negotiation of contracts between The C. T. Brannon Corporation and the City of Taylor. Brannon will be your primary contact and team lead, making the design and construction process as simple as possible for City of Taylor staff. We anticipate the project being complete and open to the public by Memorial Day 2025, assuming design can begin in November 2023.

TYPICAL SCOPE OF WORK

The Brannon Corporation will provide engineering services to the City of Taylor for its project as follows:

Item 1 Preliminary and final design plans and specifications

General:

The Engineer shall serve as the Owner's professional representative in all phases of the project as directed and as authorized and shall give consultation and advice to the Owner during the performance of his services.

A. Preliminary Report Phase: During the preliminary report phase, the Engineer shall:

1. Consult with the Owner to determine the requirements of the Project.
2. Prepare a preliminary engineering study and/or report on the project. The preliminary report to include sufficient detail to indicate clearly the problems involved the alternate solutions available to the Owner, a preliminary engineer's opinion of probable total cost for the Project, and to set forth the Engineer's recommendation. Prepare preliminary construction plans for the project.



3. In partnership with a surveying company, make any necessary surveys of existing right-of-way, topography, utilities or other field data required for proper design of the project.
 4. Arrange for the services of a geotechnical engineering firm to provide all necessary geotechnical testing for the project.
- B. Design Phase: After authorization from the Owner to proceed with the final design phase, the Engineer shall:
1. On the basis of the approved preliminary design documents prepare detailed construction drawings and specifications for the Project.
 2. Furnish to the Owner engineering data for and assist in the preparation of the required documents so that the Owner may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
 3. Advise the Owner of any adjustment of the engineer's opinion of probable total cost for the Project caused by changes in scope, design requirements or construction costs, and furnish a revised engineer's opinion of probable total cost for the Project based on the completed drawings and specifications.
 4. Provide technical assistance in preparation of application forms for highway permits and any other applications made by the Owner in connection with the Project, including the preparation of submittal drawings.

Item 2 Preparations of the bid packet

1. Prepare bid documents and construction plans, prepare the notice to bidders and coordinate with the City of Taylor in publishing notices in the local newspaper.
2. Solicit bids from interested and qualified contractors and attend the pre-bid meeting, if needed, at the owner's offices, or as otherwise agreed upon.
3. Attend and facilitate meetings and answer questions from contractors and prepare addendums as necessary, if needed, or otherwise agreed upon. We will attend the bid opening and assist the owner with selection of the most qualified contractor.



4. Review the contractor's qualifications, references, prepare contracts and verify bonds and proof of insurance and make recommendations to the owner in the selection process.

Item 4 Coordinate all requisite field testing and site visits (interim and final)

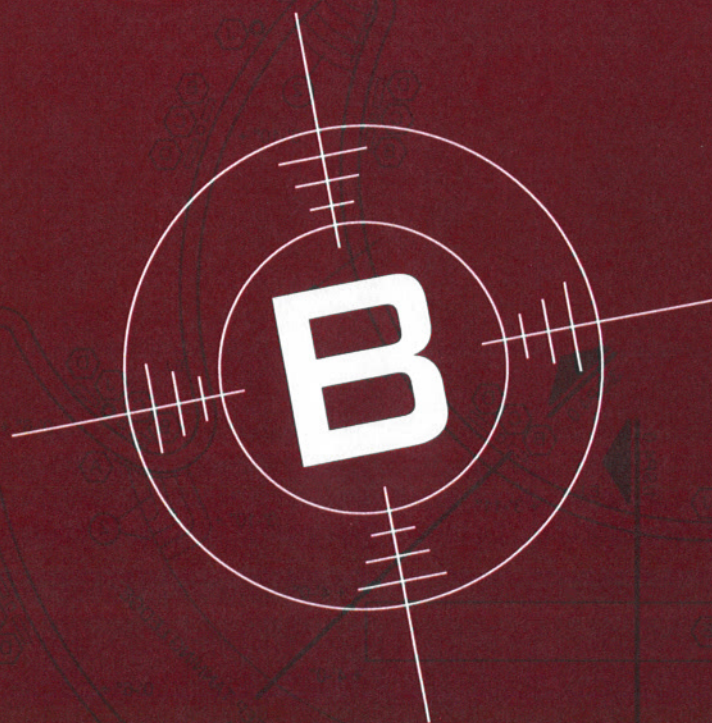
1. Attend and facilitate preconstruction meeting and coordinate quality control testing.
2. Provide onsite observations throughout the construction phase, if agreed upon.
3. Answer question from contractors regarding plans and specification and prepare weekly report of project progress, if agreed upon.
4. Coordinate survey staking of the project as necessary.
5. Review payment request and advise the owner concerning periodic payments to contractors.
6. Prepare a punch-list at completion of the construction phase and review the completed project with the owner. Once the project has been approved as satisfactory by the owner, a letter of completion will be presented to the contractors.
7. Prior to the one year anniversary of acceptance the Engineer will review the condition of the project and report back to the city of any necessary repairs.

Item 5 Other special services

Other special services that may be necessary include but are not limited to wetland delineation and/or permitting; Legal services; Landman service to determine rights of way and easements. The Brannon Corporation can assist the owner in the solicitation and procurement of these services

Section 2

Project Experience





Little Elm Indoor Waterpark

Little Elm, Texas

PROJECT STATISTICS

Status: Completed – Feb. 2021

POOL STATISTICS

Project Costs: \$24 Million

POOL TYPE(S): Indoor Water Park

Spray Ground

SURFACE AREA: 1,827 SF

Activity Pool Water

SURFACE AREA: 4,300 SF

Surf Rider

SURFACE AREA: 1,710 SF

Lazy Rider

SURFACE AREA: 4,510 SF

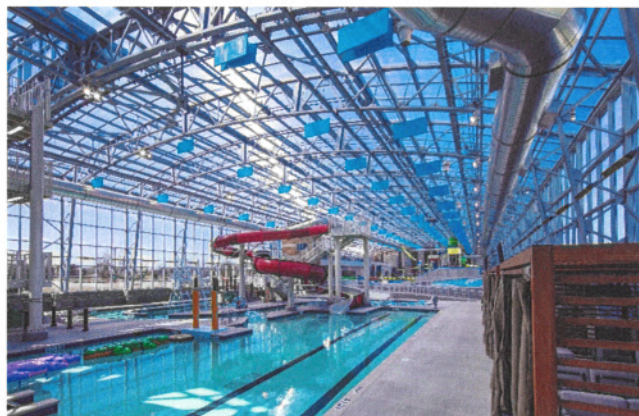
SPECIFIC POOL FEATURES

The Brannon Corporation was hired to serve as the Civil Engineer and Prime Consultant. The project included many features such as a spray ground, play pool, surf rider, and lazy river pool.

The spray ground includes custom features including: an elevated interactive tree feature, a mountable jet ski feature, and themed Bomar floatables. The spray ground has a padded beach entry with a custom design using LifeFloor. Placed throughout the spray ground are multiple ground mounted water spray features.

The activity pool area is 4,300 SF area with a large playground with features including: multiple walkways, large bucket spillway area, and multiple open and closed flume slides.

The ADG Double Flowrider has a ride surface of 630 SF and a capacity of 240 riders per hour. The lazy river pool area is in the lower half of the facility. Within this area is the 8' wide by 3.5' deep lazy river that snakes through the facility. Over the lazy river is a large closed flume slide that dumps into a large swimming area that includes two lap lanes, a waterwalk, and space to conduct aquatic exercise classes. Attached to the lazy river, is a play area including a themed jump rock, a climbing wall with a ladder and swinging rope. The final attractions within this area are two KNA closed flume slides body slides, the Turbo-Fake and the PipeDream, that start indoors, travels out of the facility, and finish back within the area.



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Rosemeade Aquatic Center

Carrollton, Texas

PROJECT STATISTICS

Status: Completed – 2007

POOL STATISTICS

POOL TYPE(s): Outdoor Leisure Pool
Renovation of Children's Pool
300 ft Lazy River

Project Cost: \$3.5 Million



SPECIFIC POOL FEATURES

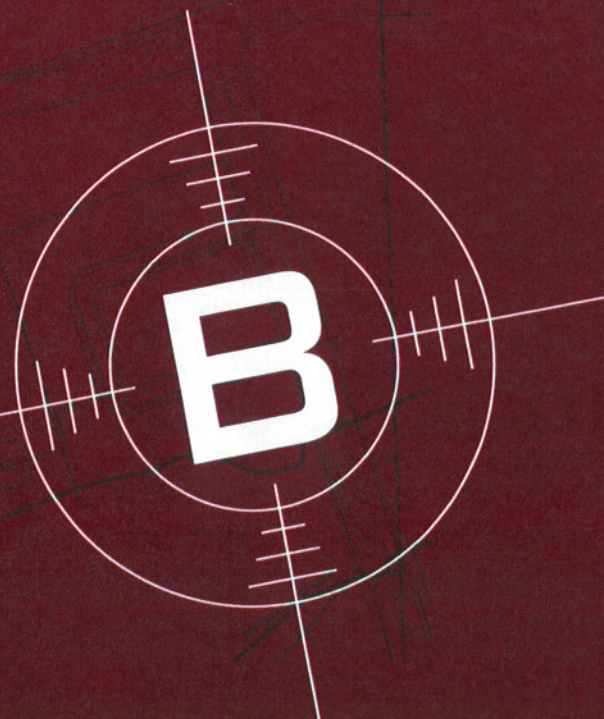
This project involved the conversion of an existing children's wading pool into a children's waterpark. Renovation of the existing pool included adding a new beach entry with floor jets, adding a multi-level play structure with various sprays, water shooters, and slides, and adding fabric shade structures around the site. In addition, the project has a large waterslide with a tipping bucket mounted on top of the slide tower which splashes onto a shed roof structure above the slide. This creates a spraypad adjacent to the slide tower.

As part of the project new equipment such as pumps, filters, plumbing and treatment systems were designed and installed. Additionally, new finishes were added to each pool which include standard white marcite plaster, frostproof waterline tile, and slip-resistant tile on walking surfaces.



Section 3

Personnel





TRAVIS BOZICK, P.E.

PRINCIPAL / VICE PRESIDENT

LICENSES, REGISTRATIONS, AND CERTIFICATIONS

- Registered Professional Engineer, Arkansas, #17248, Louisiana #45179, Mississippi #31496, Oklahoma #28271, South Carolina #32699, Texas #104560, Utah #11644908-2202

MEMBERSHIPS

- Chi Epsilon National Civil Engineering Honor Society
- Tau Beta Pi National Engineering Honor Society
- Theta Tau National Engineering Society

EDUCATION

- Bachelor of Science,
Civil Engineering
University of Arkansas,
Fayetteville, 2005

WORK EXPERIENCE

2017 - Present
Principal/Vice President,
The C.T. Brannon Corporation,
Tyler, Texas

2009 - 2017
Project Manager,
The C.T. Brannon Corporation,
Tyler, Texas

2005 - 2009
Graduate Engineer,
The C.T. Brannon Corporation,
Tyler, Texas

PROFESSIONAL SUMMARY

Multi-state aquatic design, including water parks, pools, splash pads, spray grounds, natatoriums, wave pools, and lazy rivers. Steel tower structural design for slides and zip lines. Geotechnical foundation recommendations in highly plastic clayey materials. Structural and civil engineering, hydraulic systems, mechanical design, plumbing, filtration, pool circulation and disinfection systems. Site master planning, construction document generation, permitting and bidding of new construction, additions, retrofits and renovations.

Experience in safety, health, standard, and swimming pool code compliance for multiple states including ADA pool review, and the Model Aquatic Health Code by the Centers for Disease Control (CDC). Travis is a member of the Council for the Model Aquatic Health Code.

Site inspections and preparation including foundation plans, drainage, grading, storm sewer plans, demolition, project supervision, coordination, and management. Engineering of related systems including decking, walkways, stairs, bridges and access ways. Public facilities including bath houses, parking lots and rest areas.

Three-dimensional structural design, computer modeling analysis using RISA 3D, construction documents using AutoCAD and AutoCAD Civil 3D software. 3D and RISA Foundation.

CONTINUING EDUCATION

PHTA Genesis Course Instructor, November 2020
Overview of PVC Water Pipe, February 2020
Sustainable Waterproofing Solutions, September 2019
Increasing Concrete Durability & Sustainability
with Crystalline Waterproofing, Aug. 2019
WWA The True Cost of Adding an Attraction, October 2018
Legionella: Reducing risk with water heating systems, June 2018
Homa Submersible Pumps, March 2018
MAHC Noise in Natatoriums, November 2017
MAHC County and Health Officials discussion, September 2016
WaterTV guest speaker, August 2014





PHILIP COWLES, P.E.

PROJECT MANAGER

LICENSES, REGISTRATIONS, AND CERTIFICATIONS

- Licensed Professional Engineer: Texas #127210, Arizona #66532, Colorado #53930, Florida #89069, Nebraska #18442, New Mexico #24809

MEMBERSHIPS

- Chi Epsilon National Civil Engineering Honor Society
- Tau Beta Pi National Engineering Honor Society
- Theta Tau National Engineering Society

EDUCATION

- Bachelor of Science
In Engineering,
Civil Concentration
LeTourneau University
Longview, Texas, 2013

WORK EXPERIENCE

2017 – Present
Project Manager,
The C.T. Brannon Corporation,
Tyler, Texas

2013 – 2017
Engineer-In-Training,
The C.T. Brannon Corporation,
Tyler, Texas

2012 – 2012
Engineering COSTEP,
Indian Health Service,
Office of Environmental
Health and Engineering,
Tempe, Arizona



PROFESSIONAL SUMMARY

Provided aquatic design for indoor and outdoor pools (in-ground and elevated), splash pads, wave pools, lazy rivers, slide pools, vortex pools, and landscape water features. Prepared geotechnical foundation recommendations and designed foundation systems for aquatic structures. Designed aquatic filtration systems and prepared plumbing and equipment room layouts. Prepared detailed specifications for aquatic equipment including pumps, filters, and disinfection equipment. Analyzed hydraulic conditions of water features including weirs, vanishing edges, waterfalls, and artificial streams. Provided structural engineering designs for aquatic structures and single story structures. Prepared construction documents for permitting and bidding of new construction, additions, retrofits, and renovations. Conducted site visits to observe project progress and assist contractors. Participated in design team meetings and coordinated with other design professionals.

Prepared construction documents using AutoCAD, Civil 3D, and Revit. Provided color renderings using Google Sketchup. Created programs in Excel and SMATH to perform engineering calculations. Analyzed and designed structures using RISA 3D and RISA Foundation.

CONTINUING EDUCATION

Risk Allocation by Design, January 2022
The Next Generation of Concrete Masonry, December 2021
Metal Roofing Systems: Details Matter, December 2021
TBPELS – Professional Engineering & Surveying Practice
Update / Ethics, November 2021
Contract Basics for Design Professionals, August 2021
I&I Abatement, Rehab, & New Construction, June 2021
Phase 1's and Underground Storage Tanks, SWPPP, SPCC, June 2021
Project Delivery and Procurement Methods, May 2021
Sustainable Waterproofing Solutions, May 2021
Selecting and Installing Underground Enclosures, May 2021
Aggregate Piers for Settlement Control and Bearing Capacity, May 2021
Hydra-stop Insertion Valves, March 2021

Michael D. Barham, AIA, NCARB – Principal



Mr. Barham has a total of over forty years of experience, thirty-six as a Principal Architect, for a full range of building types. He maintains a close involvement in the programming and design phases of all projects. Michael is known for his ability to translate client requirements into an effective design for the high quality of construction documents produced by the firm and by his excellent problems resolution skills.

Roles and Responsibilities:

As Principal-in-Charge, he is responsible for overseeing the administrative and technical functions of the project including the preparation of proposals, negotiation of fees, and development of agreements. As Project Architect, he is responsible for overall design, coordination and direction of projects.

Tenure/Experience: 45 Years

Education:

University of Oklahoma - 1976

- Bachelor of Architecture
- Bachelor of Environmental Design
- Master of Architecture

Continuing Education:

- Texas Accessibility Academy, 2005, 2007, 2010 - 2017
- BPI Seminar
- Texas Accessibility Standards
- Fire Protected Construction International Energy Code
- International Building Code 2002, 2003, 2006 & 2009, 2012, 2014, 2017
- Texas A & M – National Energy Code Seminar
- 2018 National Energy Code Conference

Professional Licenses:

Texas

- Registered Architect
- Licensed Interior Designer
- Registered Accessibility Specialist

New Mexico

- Registered Architect

Arkansas

- Registered Architect

Louisiana

- Registered Architect

Professional Memberships:

American Institute of Architects
 Texas Society of Architects
 Northeast Texas Chapter, AIA
 Texas Association of Interior Designers
 NCARB
 NFPA
 International Code Council
 City of Tyler – Construction Board of
 Adjustments & Appeals

Firm Profile

Name of Firm: MEP Associates Design Group, Inc.

Primary Business Address: 717 W. Houston St. Tyler, TX 75702
Primary Mailing Address: P.O. Box 3068 Flint, Texas 75762

Phone : (903) 597-3444
FAX: (903) 597-3444
Cell: (903) 312-7207

E-mail Address: mep@mepgroup.net

HUB Certification: # 1800877347700

EIN: # 25-1899213

Certificate of Filing SOS TX : # 800062920

Texas Engineering Firm: # F-6873

Years in Business: 2001-2021 Incorporated in Pennsylvania S-Corp
Franchised in Texas - Headquartered in Texas
1997-2001 Previous Entity - Design Group Ltd.
1994-1997 Previous Entity - Drafting & Design Engineering

Employees:

Engineers	2
Project Managers VP	4
Administrative	1
CAD Technician	2



Design Philosophy and Methodology

Construction Documents

Once all team members are in agreement with the systems and equipment design, our firm then designs and produces construction documents that are very specific in nature so that contractor and subcontractors can accurately provide their best bid and the project can be built as envisioned. A detailed book of specifications is produced using an industry standard software which contains the most current product and performance specifications. Once construction documents are completed, our firm will assist the client in the bidding and/or negotiation process.

Construction Administration

During the construction process our firm will be available to respond to RFI's and also review and approve shop drawings. Our staff will also make periodic site visits to review the progress and quality of work and to determine if work is proceeding in accordance with the construction documents and specifications. Our engineers will review change orders covering authorized changes in the work and will facilitate the resolution of any issues or problems that arise during the construction process. The scheduling of the phases of work will depend on the size and scope of the project, as well as how it interfaces with other projects in the same proximity. These, as well as other factors, will affect the amount of time needed to complete each of the different phases. However, ultimately the time schedule will depend primarily on the needs of the client.



5.2.2 Resume Key Personnel

Dr. Karen J. Floyd, President

Dr. Karen Floyd is President and Administrator for MEP Associates Design Group, Inc., a Texas Certified HUB organization. She has been involved in the start-up, development and business administration of various companies including private Christian Schools and Dental/Surgical Offices. During her tenure as a professor at Tyler Junior College and the University of Texas at Tyler she authored, applied for, received and administered several educational federal grant programs; she also served as Assistant to the Vice President. She grew up assisting her father, who was a hands-on engineer, with mechanical, electrical and plumbing, as well as other construction tasks on various projects.

Roles and Responsibilities

She has been involved in all facets and phases of development of MEP Associates since its inception in 2001. She has maintained oversight and responsibility for coordinating all company decisions including financial, legal, insurance, employees, benefits, contracts, equipment, marketing, etc. Her primary direct involvement with the company's engineering design is focused on the HUB projects. She is a firm believer in promoting engineering design and construction through historically underutilized businesses.

Experience with Healthcare Projects

Dr. Floyd has a wide array of experience with healthcare design projects through those she has been involved with the last several years at our firm. She has also performed administrative duties for a wide variety of healthcare projects. Her education and past experiences uniquely equip her to understand and coordinate the multitude of facets involved with this business endeavor.



Resume Key Personnel MEP Associates Design Group Inc.

Lowrie H. Floyd Jr., Graduate Engineer Director of Operations

Mr. Floyd has over 35 years of experience in various aspects of the construction industry, including extensive field experience in all facets of MEP construction. He is third generation business owner in this field and has directed an engineering design firm for 21 years. He possesses design and management expertise in all disciplines as well as excellent communication and interpersonal skills which enable him to understand and fulfill the goals of the client and facilitate communication and problem resolution between all parties involved in a project. It also provides him with the experience to direct and schedule his Project Managers and CAD Technicians effectively in developing project plans. As a consultant for an architect, or other professional, he is a supportive team member coordinating with others to produce a seamless design. He is dedicated to keeping abreast of the ever changing codes and his knowledge and research in this area has provided value engineering that has saved clients innumerable amounts of time and other resources.

Roles and Responsibilities

Project Administration, Proposals, Negotiation of Fees, Development of Agreements, Contracts, Coordinate Staff and Projects, Site Surveys and Reports, Calculations, Code Review and Compliance, Comchecks, Direct All Phases of Design and Construction Documents, Contract Administration, Problem Prevention and Resolution, Owner/Contractor Contact



Resume Key Personnel MEP Associates Design Group Inc.

Jerry W. Godfrey, P.E. , Director of Engineering

Mr. Godfrey is an accomplished, results-oriented, Texas State registered engineer with strong technical and communication skills. He is proficient in planning, organizing and executing project strategies that creates value. He has served in the role of Director of Engineering for MEP Associates Design Group, Inc. since 2008.

Prior to his work at MEP he worked as an electrical engineer at G.E. for 6 years and then for Goodman for over 14 years serving in various positions in this company which involved the manufacturing and component sourcing of HVAC equipment. He then established an independent sales organization representing global manufacturing companies within the HVAC industry for both OEM and wholesale accounts. In this role he performed onsite demonstrations for builders and local contractors directing them to wholesale sources for product offerings; evaluated and resolved technical issues with contractors and homeowners; and negotiated and assisted in designing /developing product offerings from global sources. His expertise in dealing with equipment manufacturers and equipment companies is an asset to our firm.

Roles and Responsibilities

Supervision of all Project Specifications, Communication with Equipment Manufacturers and Providers, Site Surveys and Reports, Calculations, Code Review and Compliance, Com-checks, Direct All Phases of Design and Construction Documents, Contract Administration, Problem Prevention and Resolution, Owner/Contractor Contact



Resume Key Personnel

Tom Bryant E.I.T., VP of Design

Tom is an Arkansas native who graduated from LeTourneau University in 2016 with a Bachelor's of Science in Mechanical Engineering. He has been a part of the company since 2015, starting as a draftsman while finishing his education and was promoted to Project Manager after graduation. Tom was promoted to VP of Design to oversee design development and contract administration and completed his E.I.T. certification while pursuing his Texas PE License.

Julio Espinoza VP of Production

Julio is an East Texas native who graduated from TJC in 2020 with an Associates of Applied Science in Engineering Design Technology. He has been a part of the company since 2015, starting as a draftsman and was promoted to Project Manager while completing his education. Julio was promoted to VP of Production to oversee contract document design and production as well as scheduling and timeline management.



Section 4

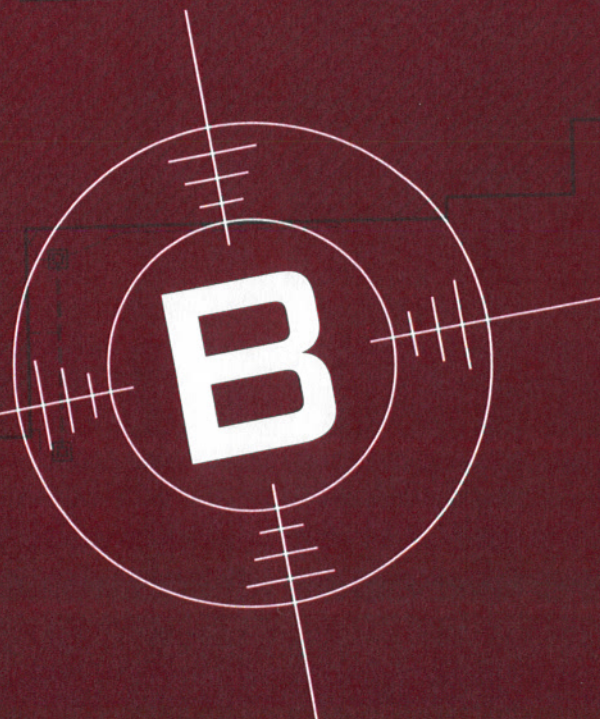
Document Requisition

Certificate of Liability Insurance

Comptroller Account Status

Appendix B

Form 1295





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Hillary Bryant PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899 E-MAIL: certificatedallas@risk-strategies.com ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : XL Specialty Insurance Company NAIC # 37885	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 63046660**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	DPR9981433	07/28/2022	07/28/2023	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Killough

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Franchise Tax Account Status

As of : 10/03/2023 08:48:42

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

THE C. T. BRANNON CORPORATION	
Texas Taxpayer Number	17517318063
Mailing Address	PO BOX 7487 TYLER, TX 75711-7487
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/15/1980
Texas SOS File Number	0054293400
Registered Agent Name	REA S BOUDREAUX
Registered Office Street Address	1321 SO. BROADWAY TYLER, TX 75701



Franchise Tax Account Status

As of : 10/03/2023 08:51:06

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

MEP ASSOCIATES DESIGN GROUP INC.	
Texas Taxpayer Number	32004463918
Mailing Address	PO BOX 3068 FLINT, TX 75762-3050
? Right to Transact Business in Texas	ACTIVE
State of Formation	PA
Effective SOS Registration Date	03/11/2002
Texas SOS File Number	0800062920
Registered Agent Name	KAREN J FLOYD
Registered Office Street Address	9416 F.M. 855 W BULLARD, TX 75757



Franchise Tax Account Status

As of : 10/03/2023 08:50:18

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

BARHAM ARCHITECTS, LLC	
Texas Taxpayer Number	32036581323
Mailing Address	5610 OLD BULLARD RD STE 204 TYLER, TX 75703-4360
? Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	03/21/2008
Texas SOS File Number	0800954796
Registered Agent Name	LAURIE B BARHAM
Registered Office Street Address	5610 OLD BULLARD RD., SUITE 204 TYLER, TX 75703

APPENDIX "B"

The Texas Legislature approved HB 1295 during its last Legislative session and the date for Implementation of the new process was January 1, 2016.

Please note that this form must be electronically completed on the Texas Ethics Commission website.

<https://www.ethics.state.tx.us/File/>. The completed Form 1295, Certification of Filing, must be printed, and returned to the City Purchasing Department along with the vendor signed contract.

For more information on on-line filing requirements, visit the Texas Ethics Commission website at

<https://ethics.state.tx.us/filinginfo/1295/>.

Conflict of Interest Questionnaire is also found on the Texas Ethics Website.

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Taylor.

☒ Yes, we agree ☐ No, we do not agree

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Taylor.

☒ Yes, we agree ☐ No, we do not agree

Company Name The C.T. Brannon Corporation

Will file online upon selection.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



1321 S Broadway | P.O. Box 7487 | Tyler, Texas 75701
903.597.2122 | BrannonCorp.com | Bozick@BrannonCorp.com



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 8
Agenda Title: Discuss and consider action on Ordinance 2023-40 Referendum

Council Action to be taken: Council decide on next steps.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this will be to discuss the next steps on Ordinance 2023-40. This ordinance received a valid petition for referendum. Council will need to decide next steps regarding this ordinance.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

At the July 27th meeting, Council approved a motion to draft an ordinance to change Council Compensation. Staff drafted the ordinance, providing council compensation at \$500 per meeting for council members and \$750 per meeting for the mayor. Council members shall not receive compensation for more than two meetings in any one month. The ordinance was approved on August 17, 2023.

A referendum petition was received on September 15, 2023 by the City Clerk and was validated by Williamson County. The required number of qualified voters residing in the City, according to the most recent official list of qualified voters for the City, asked that the ordinance be submitted to a referendum vote of the people. A copy of the cover letter and referendum is attached to the packet.

The City Council must now decide on the next steps to proceed with this ordinance. The last day to order an election is on February 16, 2024 for the next uniform election date on May 4th. If Council has other options, they can discuss consult with the City Attorney in executive session.

3. PROS and CONS

<u>PROS</u> •	<u>CONS</u> •
---	---

4. RECOMMENDATION

Provide direction on next steps.

5. FUNDING SOURCE

General Fund for election.

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

8a. [Referendum Petition Cover letter and Referendum without signatures.](#)

8b. [Charter Referendum Language](#)

^{15 TTB 9/15/23}
September 14, 2023



Taylor City Clerk
Dianna McLean
400 Porter Street
Taylor, TX 76574

On this day, submitted to the City Clerk of Taylor, Texas, is the attached Petition for Section 15.2- Referendum on Approved Ordinances, consisting of a total of 74 signature pages.

Please contact me at (512) 565-6089, with any questions or concerns you may have. We patiently await your review of this document.

Thank you,

A handwritten signature in black ink, appearing to be "Terry Burris", with a long horizontal flourish extending to the right.

Terry Burris
1105 Fowzer Street
Taylor, TX 76574
Terry.Burris@me.com

PETITION FOR Sec. 15.2. - Referendum on approved ordinances.

We, the undersigned citizens and qualified voters of the City of Taylor, Texas, respectfully demand that the following Ordinance 2023-40, to-wit:

"AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS SETTING COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF TAYLOR AS PROVIDED UNDER THE CITY CHARTER OF THE CITY OF TAYLOR TO BE EFFECTIVE OCTOBER 1, 2023.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

SECTION 1.0: The City Council of the City of Taylor hereby sets the councilmember compensation at \$500.00 per meeting for the councilmembers and \$750 per meeting for the mayor for attendance at regular meetings as set by ordinance provided council members shall not receive compensation for more than two meetings in any one month.

SECTION 2.0: As provided by the City Charter of the City of Taylor the city council is still entitled to reimbursement of necessary expenses incurred in the performance of their official duties when approved by Council.

SECTION 3.0: That the ordinance is hereby approved in all aspects and adopted to be effective October 1, 2023.

SECTION 4.0: In accordance with Article 8 of the City Charter, this ordinance was introduced before the City Council of the City of Taylor, Texas on the 17th day of August, 2023"

shall be submitted to a referendum vote of the people of the City of Taylor, as allowed in Section 15.2 of the Taylor, Texas City Charter, for their approval or rejection, at the next regular uniform election, and each for herself or himself says: "I have personally signed this petition; I am a legal voter of the City of Taylor, Texas; my residence is correctly written after my name."

City of Taylor Charter 15.2

- **Sec. 15.2. - Referendum on approved ordinances.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Any ordinance passed by the City Council shall be subject within thirty (30) days after its passage to protest by a petition of at least ten percent (10%) of the number of qualified voters residing in the City according to the most recent official list of qualified voters for the City asking that the ordinance be submitted to a referendum vote of the people. The ordinance shall remain in effect after its passage unless set aside by a referendum vote passed in the manner hereinafter set out. The referendum election, if demanded, shall be held on the next regular uniform election date at which the ordinance will be submitted. The ordinance shall not be considered repealed unless a majority of the votes cast in the referendum election are cast against the ordinance and at least ten percent (10%) of the number of qualified voters residing in the City, according to the most recent official list of qualified voters for the City, voted against the ordinance.



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 9

Agenda Title: **Consider starting a Charter Committee, and provide direction on the appointment process**

Council Action to be taken: Council decide on next steps.

Department Submitted: City Management

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this will be to discuss whether the Council would like to start the process of forming a charter committee. If Council would like to form a charter committee staff will need direction on the appointment process.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City of Taylor Charter was last amended in November 2020, by the approval of three charter amendments. The city is past the two-year mark for calling charter amendments election and a charter committee could be formed to study and make recommendations for new charter amendments. This is not a requirement to appoint a charter committee, but with Council may want to consider moving forward with some items needed to be modified due to changes in state law and practices by staff and the upcoming presidential election year would likely increase voter turnout with all districts voting in that election.

At this time, staff has identified a couple of charter amendments to be discussed due to changes in state law and practices. Council could have a charter committee review these items in January- early July, approve recommendations Council would like on the November 2024 and call for the election by August 19, 2024. The charter committee would need to have these recommendations back by early July.

To start the process Council will need to appoint committee members and provide for what amendments to consider. The past committee Council appointed 2 members each and the Mayor appointed 3 members. Council will need to appoint these members by December 7th or December 14th.

The full listed of appointees to the previous Charter Committee consisted of the following individuals:

John McDonald, Chair

Marcus Reese
Coreen Tanksley
Clarence Slaughter
Shannon Sinegal
David Gonzales
Ed Komandosky
Leland Enochs
Joe Naizer
Tony Van Boekhout
Gayle Collins
Scott Jewett
Jose Orta

Council can provide appointments at one of the next meetings, but will need to provide for how many members and how the appointments will be allocated to each Council member.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
• Update to state law • Allows for additional updates	• Short time frame for committee to meet

4. RECOMMENDATION

Provide direction on whether you would like to form a committee, provide direction for the appointment process, and confirm November 2024 target for election.

5. FUNDING SOURCE

General Fund for election.

6. TIMELINE

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

9a. [Powerpoint](#)

Discuss possible forming Charter Committee

11/16/2023



Overview

Charter Committee:

- *Staff identified minor update amendments due to state law changes and general practices*
- *November 2024 all districts voting in Presidential Election*
- *City is past the required two-year mark for charter (November 2020)*
- *Not a requirement to appoint committee or conduct election*
- *Committee conduct review of charter and provide recommendation back by July 2024*
- *Council would review and vote on whether to move forward with any of recommendations and call for vote by August 19,2024*



Appointing Charter Amendment Committee

Last Charter Committee Appointment Process

- Proposed Each council member had two appointments and the Mayor had three= 11 total*
- City election changed one of the seats, Council allowed previous member and new member to appoint, ended up with 13 total committee members. Two dropped out, technically 11 active members.*
- Could follow similar process for appointment and get members appointed in December 2023*
- Committee review in January-early July 2024*



Previous Charter Committee History

- *Committee reviewed 19 charter amendments*
- *Committee voted on them and only 3 were recommended to place on the ballot (Each cleanup amendments)*
- *Council approved all 3 amendments for ballot*
- *Voters approved each in November 2020*



Previous Charter Committee Members

- John McDonald, Chair
- Marcus Reese
- Coreen Tanksley
- Clarence Slaughter
- Shannon Sinegal
- David Gonzales
- Ed Komandosky
- Leland Enochs
- Joe Naizer
- Tony Van Boekhout
- Gayle Collins
- Scott Jewett
- Jose Orta



Staff Recommended Attorney

Charles Zech with Denton Navarro Rocha Bernal & Zech

- *City Attorney for : Copperas Cove, Live Oak, Buda, Cibolo, La Vernia, Shavano Park, City of Natalia*
- *La Vernia Municipal Development District, Cibolo Economic Development Corporation, City of San Antonio Ethics Review Board, Austin Urban Renewal Agency, City South Management Authority, Alamo Area Council of Governments*
- *Experience with numerous City Charters Updates*



Decision Points

- 1. Tonight decide whether to move forward to start the charter review process*
- 2. Decide on number of appointments and allocate who appoints*
- 3. Send appointments by December 7th or by December 14th meeting to City Clerk*



Questions





City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 10
Agenda Title: Consider Resolution R23-38 casting votes for Williamson Central Appraisal District (WCAD) Board of Directors.

Council Action to be taken: Cast votes for candidate(s) of your choice

Department Submitted: City Administration

Staff Contact: Dianna McLean, City Clerk

1. PURPOSE/DESCRIPTION

Per Section 6.03 of the Texas Property Tax Code, each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser before December 15, 2023.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The Williamson Central Appraisal District (WCAD) is governed by a Board of five Directors and one ex-officio member. Members of the Board of Directors serve a two-year term beginning in January of even numbered years. Members of the Board are selected by taxing entities participating in the district.

The City of Taylor is entitled to cast votes for candidates for each position to be filled on the WCAD Board of Directors and has a total of thirty-five (35) votes to cast for candidates. The City may split votes to as many as five candidates or as few as one.

There are 8 candidates for your consideration:

Joshua Atkinson
Harry Gibbs
Hope Hisle-Piper
Jon Lux
Mason Moses
Lora Weber
Rick Von Pfeil
Michael Wei

A brief bio on each candidate are attached.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
•	•

4. RECOMMENDATION

N/A

5. FUNDING SOURCE

N/A

6. TIMELINE

Deadline to return the Resolution with your vote(s) is December 15, 2023.

7. OTHER OPTIONS (In order of preference)
--

N/A

8. ATTACHMENTS

[10a. Resolution R23-38](#)

[10b. Candidate Bios](#)

[10c. Presentation](#)

RESOLUTION NO. R23-38

**A RESOLUTION OF THE CITY OF TAYLOR, TEXAS CASTING
VOTES FOR CANDIDATES TO THE WILLIAMSON CENTRAL
APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City of Taylor is entitled to cast votes for candidates for each position to be filled on the Williamson Central Appraisal District Board of Directors; and

WHEREAS, the City of Taylor has a total of thirty-five (35) votes to cast for candidates to the Board of Directors.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Taylor hereby casts its 35 votes for the Williamson Central Appraisal District Board of Directors as follows:

	<u>Votes</u>
Joshua Atkinson	_____
Harry Gibbs	_____
Hope Hisle-Piper	_____
Jon Lux	_____
Mason Moses	_____
Lora Weber	_____
Rick Von Pfeil	_____
Michael Wei	_____

PASSED and APPROVED by the City Council of the City of Taylor, Texas on the 16th day of November, 2023.

Brandt Rydell, Mayor

Attest:

Dianna McLean, City Clerk

Atkinson

Joshua (JT) Atkinson has lived in Florence his entire life. In Florence his family goes back generations. He is currently the third generation of the Atkinson Family to serve on the Florence ISD Board of Trustees, now in his third term. He is also very involved in the Florence United Methodist Church serving on many different committees most recently as the finance chairman.

Joshua previously worked in the pharmacy retail industry for 13 years leaving only to begin his own landscaping business in the greater Florence/Georgetown area. He holds a BS in Landscape Design and Management from Tarleton State University.

Joshua enjoys being a husband, father of two girls in grade school and serving his community.

Gibbs

Harry Gibbs has vast real estate experience. Licensed as a Texas Real Estate Broker since 1980, Harry has represented owner/landlords, buyers, and sellers in numerous large commercial real estate transactions in Williamson County as well as nine other Texas counties. Harry continues to stay active in commercial real estate.

Harry has served the Texas Association of REALTORS as Commercial Liaison to Leadership in 2018, Chairman of the Commercial Committee in 2016, and Public Policy Committee Chairman in 2013. He has also served on the Land Use Committee, Commercial Forms Committee, and Nominating Committee. He is a TRLP Instructor and a Spokesperson Training Instructor. Harry is a broker with Keller Williams Realty Georgetown, KW Commercial.

Harry is a CCIM – Certified Commercial Investment Member since 1996, and a CIPS – Certified International Property Specialist. He is a 2007 graduate of TRLP – Texas REALTOR Leadership Program. Harry graduated from The University of Texas, Austin in 1982. He has a BBA in Real Estate and Urban Land Development as well as a BBA in Finance.

Harry is a two-time president of the Georgetown Sunrise Rotary Club, former member and Chairman of the Georgetown Planning and Zoning Commission, and currently serves on the Board of Directors for the Williamson Central Appraisal District. Harry was named as the 2020 Board Member of the Year by the Texas Association of Appraisal Districts.

Harry has a wonderful wife who is also in real estate, two great stepchildren, four absolutely wonderful grandchildren, and a really cool frisbee catching Blue Heeler named Grace.

Hisle-Piper

Hope Hisle-Piper was born and raised in Cedar Park/Leander, Hope is a respected professional in the mortgage and real estate industry with over 25 years of experience. She holds licenses as both a mortgage broker and a real estate agent. In 2020, Hope founded her own firm, Turn Key Property Group, where she serves as the managing partner, leading a rapidly growing team of dedicated professionals.

Education-wise, Hope attended Leander ISD schools from kindergarten till graduating from Leander High School and holds a Bachelor of Science degree in Biology with a minor in Chemistry. She has also invested over 900 hours in real estate education, demonstrating her commitment to continuous learning and professional development.

With her extensive real estate expertise, commitment to community engagement, and unwavering dedication to excellence, Hope actively participates as a private investor in the dynamic real estate market. She has actively contributed to various boards in the Leander Independent School District (LISD), including her role as the Campaign Manager for LISD Board of Trustees Place 2 in 2009. Hope is a proud alumna of the Leadership Leander ISD Class of 2006. Additionally, she has served as the President of the VRHS Basketball Booster Club from 2011 to 2013 and received recognition as the Small Business of the Year in 2015. She was also honored as a finalist for the Austin Platinum Top 50 award and has been an advocate for Veterans Affairs. In 2021, she was the 2nd Runner Up in the Hill Country News Best of the Best and recognized as the Best of Zillow.

Hope shares her life with her husband, Ron, and together, they have raised five children who all graduated from Leander ISD schools. Their family also includes one beloved lab.

Lux

Jon Lux is a proud U.S. Navy veteran with 21 years of service. After enlistment, he was awarded a Naval ROTC scholarship to the University of New Mexico, where, upon completion of his B.A. in Economics, he was commissioned as an Ensign in the U.S. Navy. He served as a Surface Warfare Officer on multiple sea tours and ashore he served on the staffs of Commander Mine War Command and Commander Mine Countermeasures Squadron Three, and served as Executive Officer Naval Station in Ingleside, TX. Jon attended the United States Navy Postgraduate School in Monterey, California, where he graduated with a Master of Science in Management. Jon was awarded numerous medals and awards during his distinguished service. After retirement from the U.S. Navy, Jon has worked in the private sector as a Division Manager, Division Chief, Program Manager, and Director for information technology providers. After traveling the world in his role with the Navy, Jon selected Cedar Park and Williamson County as the place of choice to live, work, play, thrive and call home for his family. He is married to Michelle and has two adult children. Upon arrival in Cedar Park, Jon immediately jumped into serving the community. He served on the Cedar Park Tourism Advisory Board, Cedar Park Planning and Zoning Commission and served four years on Cedar Park City Council. He currently, in addition to the WCAD Board of Directors, serves as Chairman of the Leander Independent School District Bond Oversight Committee.

Moses

Mason Moses serves as the Vice President for Executive Compensation with Trusted Capital Group (TCG), a HUB International Company. He specializes in serving the financial planning and wealth management needs of his clients and consulting organizational leaders and Boards on executive compensation that enhances the goals of both the executive and the organization. Mason regularly presents nationally on both these topics. He received his bachelor's degree from Texas Tech University and his master's degree from Texas A&M University from the President George H.W. Bush School of Government. Prior to joining TCG Advisors, Mason worked in the Texas Senate and was the Chief Communications Officer for the Texas System of Regional Educational Service Centers. Mason is a strong believer in community service as he has served as a member of the Round Rock ISD School Board of Trustees, the Round Rock ISD Partners in Education Board of Directors, the CHASCO YMCA of Greater Round Rock, and other community organizations.

Von Pfeil

Rick Von Pfeil is 5th generation native of Taylor where commercial and residential real estate has been a family business since the late 1800's. Rick is retired professionally and currently creating a venture capital holding company to invest in startups.

While at Baylor University Rick earned a bachelor's degree with a double major in Finance and FSP (Financial Services & Planning) and then earned an MBA with a concentration in Finance. After completing his master's degree Rick accepted an offer to be a professor at Baylor University to teach both Corporate Finance and Macro-Economics. Rick then began a 25 year corporate finance career working as an corporate financial analyst and consultant for many companies in various industries including High Tech, Manufacturing, Services, Healthcare, and Import/Export companies.

During his academic and professional career Rick began to invest in real estate in both long term real estate holdings and short term projects. Currently as a downtown commercial property owner Rick understands the financial and economic implications of taxes that impact both landlords and businesses. Rick lives in Taylor with his wife Pamela where is Chairs the Board of the Taylor Center for Assistance and Navigation, is the director of VOAD for the Greater Taylor Foundation, and is a board member for the Boys and Girls Club.

Weber

Lora Weber is a longtime public-sector executive, small business owner, and community leader. Lora enjoyed a long career with several state agencies encompassing everything from public utility regulation to business licensing to higher education. She is the successful leader of organizations with diverse, complex mandates and multi-state operations.

Lora has served on national boards including the Verizon Consumer Advisory Board and the National Consumers League. Locally, she has served as chair of the Round Rock Chamber of Commerce and of the Round Rock Economic Development Advisory Committee. She currently serves on the Economic Development District for the Capital Area Council of Governments.

Lora holds a Bachelor of Arts degree in English and political science. She and her husband, Jay, love living in Round Rock, but try to spend as much time as possible scuba-diving all over the world.

Wei

Prior to his real estate career, Michael was a data-driven scientist, project manager, and team leader for nearly 20 years. His expertise in data analysis tools, such as Power Business Intelligence (PBI) and regulatory compliance engineering allowed him to provide expert scientific perspective and practical decision-making. He is actively serving Austin metro communities by volunteering as the Vice President of the PTA Council of Round Rock ISD, the Committee member of Greater Austin Asian Chamber of Commerce, and Board of Director of Austin Chinese American Network.

Williamson County Appraisal District (WCAD) Board of Directors Election

November 16, 2023

WCAD Board of Directors

- Board of 5 members (1 ex-officio)
- Serve a two-year term
- Duties include setting the WCAD budget and hiring the Chief Appraiser and Taxpayer Liaison Officer
- Elected by taxing units participating in the district



Jon Lux
Chairman
[Bio](#)



Harry Gibbs
Vice Chairman
[Bio](#)



Lora H. Weber
Secretary
[Bio](#)



Mason Moses



Hope Hisle-Piper



Larry Gaddes

Taylor's Participation

- Has a total of 35 votes to cast
 - Per tax code 6.03, number of votes is based off of Taylor's portion of the 2020 levy.
- 8 candidates to be considered:

The City may split votes to as many as five candidates or as few as one

Williamson Central Appraisal District	
Board of Directors Nominees	
Official Ballot 2023	
INSTRUCTION NOTE:	
Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates name.	
ENTITY <u>City of Taylor</u>	NUMBER OF VOTES <u>35</u>
ATKINSON, JOSHUA	_____
GIBBS, HARRY	_____
HISLE-PIPER, HOPE	_____
LUX, JON	_____
MOSES, MASON	_____
VON PFEIL, RICK	_____
WEBER, LORA	_____
WEI, MICHAEL	_____
ATTEST:	

Signature	

Date	



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 11

Agenda Title: Consideration and Possible Action on Bid Award for the construction of the FM 619 Waterline Relocation and Airport Lift Station Improvements Project (Jim Gray)

Council Action to be taken: Approval of award to the recommended contractor and authorization for the City Manager to enter into a contract. (Jim Gray)

Department Submitted: Public Works

Staff Contact:

Jim Gray, Director of Public Works
Jacob Walker, City Engineer, HDR Engineering
Troy St. Tours, W/WW Project Manager, HDR Engineering

1. PURPOSE/DESCRIPTION

This item refers to executing the construction contract for relocating a portion of an existing 8-inch waterline on FM 619 between HWY 79 and CR 412, and for installing improvements at the Airport Lift Station.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The FM 619 Waterline Relocation and Airport Lift Station Improvements project includes relocating a segment of the City's 8-inch water line on FM 619 between HWY 79 and CR 412, and various improvements at the Airport Lift Station.

The FM 619 waterline relocation is needed to avoid conflicts with planned TxDOT roadway improvements on FM 619. The FM 619 base bid is for relocating approximately 819 linear feet (LF) of 8-inch PVC waterline, and up to an additional 922 LF of 8-inch PVC waterline in alternate bids (Alternate Bid A: 359 LF, Alternate Bid B: 563 LF).

Similar to FM 619, the Airport Lift Station Improvements bid package includes a base bid and two alternate bid items. The base bid includes grading improvements to prevent heavy rains from inflowing into the wet well and consuming the lift station capacity, and

in the installation of pump lifting chains and relocation of the existing davit crane to facilitate lift station maintenance. Alternate Bid A includes installing an interconnecting overflow pipe between the two wet wells on the site that will help mitigate the potential for surcharging the upstream sewer line during increased flows. And Alternate Bid B includes installation of rip rap to mitigate additional erosion of a drainage channel flowing to Mustang Creek that is also encroaching the Taylor Municipal Airport property.

Construction bid documents were prepared for this project and advertised for bids on October 29, 2023. Bids were opened on November 7, 2023. Five bids were received with combined base bid totals ranging from \$286,528.80 to \$570,404.16, and combined totals for base bids plus all alternate bid items ranging from \$522,427.20 to \$1,109,089.17. The bid items include a 20% Owner's Contingency to cover additional work that may be needed beyond the initial scope. Unused Owner's Contingency will be credited back to the City. The detailed bid tab is included for reference.

3. PROS and CONS

PROS	CONS
• The FM 619 waterline will be relocated to avoid conflicts with storm culverts and other planned TxDOT improvements. • The Airport Lift Station improvements will reduce rain inflow into the wet wells, which consume the lift station's capacity, facilitate maintenance activities at the lift station, enhance the lift station's ability to handle additional inflows, mitigate upstream sewer line surcharging, and help mitigate erosion issues in a drainage channel to Mustang Creek. • The total costs of the recommended bid items (in section 4) are within the City's CIP budget.	• Capital costs • Some of the lift station improvements are interim improvements since the lift station will be decommissioned when the new Airport gravity sewer main is constructed.

4. RECOMMENDATION

HDR recommends the City of Taylor accept the bid from Nelson Lewis, Inc. for the following items:

FM 619 Waterline Improvements: Accept the Base Bid and Alternate Bid B, in the amount of \$390,854.40 for a total of 1,382 LF of 8-inch PVC waterline. (There is not a significant benefit for accepting the Alternate A Bid item.)

Airport Lift Station: Accept the Base Bid and both Alternate A and B bid items for a total of \$72,000.00.

The combined total bid for the recommended items is \$462,854.40.

5. FUNDING SOURCE

FM 619 Waterline Relocation – 2022 CO Bond
Airport Lift Station Improvements – Utility Impact Fees

6. TIMELINE

The anticipated timeframe for final completion of the FM 619 Waterline Relocation is 78 days. The anticipated timeframe for final completion of the Airport Lift Station Improvements is 85 days .

7. OTHER OPTIONS (In order of preference)
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1. Reject the bids.

8. ATTACHMENTS

[11a. Recommendation Award Letter and Bid Tabulation](#)



November 9, 2023

Mr. Jim Gray, Public Works Director
City of Taylor
400 Porter Street
Taylor, Texas
Via email to: Jim.Gray@taylortx.gov

RE: FM 619 Waterline Relocation & Airport Lift Station Improvements
Recommendation to Award Construction Contract

Dear Mr. Gray:

On November 7, 2023, HDR Engineering assisted the City of Taylor (the City) in opening bids for the above referenced project. The FM 619 Waterline Relocation bid included Base Bid items for the installation of approximately 819 LF of 8-IN potable waterline along FM 619 between HWY 79 and CR 412, and up to 922 LF of 8-IN potable waterline in Alternate Bids. The Airport Lift Station Improvements bid included Base Bid items for the installation of lift station improvements, and in Alternate Bids, the installation of an 8-IN PVC gravity line and the installation of riprap to mitigate erosion.

Five responsive bid proposals were submitted for constructing the project, with total Base Bid prices ranging from \$286,528.80 to \$570,404.16. This project includes alternates for both the FM 619 Waterline Relocation and the Airport Lift Station Improvements. The total for the Base Bid items plus all Alternate Bid items resulted in bid prices ranging from \$522,427.20 to \$1,109,089.17. A detailed Bid Tabulation is enclosed for your review. Based on our review of the bids submitted, Nelson Lewis, Inc. of Marble Falls, Texas is the apparent low bidder for the Base Bid items.

A reference check was performed on Nelson Lewis, Inc. via a telephone poll of owners and engineers for similar projects the contractor has worked on in Texas over the past several years. The overall impression from the reference we spoke with was that Nelson Lewis, Inc. provides quality work in a timely and professional manner, and that all would gladly work with them again. Additionally, the company appears to have a solid financial condition, credit rating, and payment history.

Nelson Lewis, Inc. plans for Mr. Justin Lewis to be the construction project manager and for Mr. Ismael Terrazas to be the construction superintendent. These individuals have extensive municipal waterline construction experience. Based on the information presented, the City's needs and the CIP budget, HDR recommends the City accept the Base Bid items of Nelson Lewis, Inc. with the additions of FM 619 Waterline Alternate B, and the Airport Lift Station Improvements Alternate A and Alternate B bid items for the total of \$462,854.40. We will prepare the Notice of Award Letter and other contract documents to be forwarded to Nelson Lewis, Inc. if the City of Taylor concurs with this recommendation.

Sincerely,
HDR Engineering, Inc.

Troy St. Tours, P.E.
Project Manager

Enclosure: Detailed Bid Tabulation



City of Taylor, TX
FM 619 WL Relocation Airport LS Improvements
Bids Opened 11/7/2023 2:00 PM



Bidder				Nelson Lewis, Inc.		Bell Contractors, inc.		MRI Builders		Lupe Rubio Construction Co., Inc.		JKB Construction Company, LLC	
	Acknowledgement of Addendum 01				✓		✓		✓		✓		✓
	Bid Security				✓		✓		✓		✓		✓
	Qualifications Statement Section 00 45 13				✓		✓		✓		✓		✓
	Vendor Compliance to State Law Section 00 45 46				✓		✓		✓		✓		✓
	Identification of Proposed Subcontractors								✓				✓
	Identification of Proposed Suppliers								✓				✓
FM 619 BASE BID ITEMS													
Bid item #	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,665.75	\$ 8,665.75	\$ 26,000.00	\$ 26,000.00	\$ 21,850.00	\$ 21,850.00	\$ 21,250.00	\$ 21,250.00
2	Erosion Control & Sedimentation Measures	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,025.00	\$ 4,025.00	\$ 19,500.00	\$ 19,500.00	\$ 2,415.00	\$ 2,415.00	\$ 6,250.00	\$ 6,250.00
3	Seeding/Site Restoration	16,380	SF	\$ 0.50	\$ 8,190.00	\$ 0.58	\$ 9,500.40	\$ 2.10	\$ 34,398.00	\$ 0.86	\$ 14,086.80	\$ 1.25	\$ 20,475.00
4	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 9,200.00	\$ 9,200.00	\$ 28,550.00	\$ 28,550.00	\$ 27,600.00	\$ 27,600.00	\$ 12,500.00	\$ 12,500.00
5	Stormwater Pollution Prevention Plan	819	LF	\$ 2.00	\$ 1,638.00	\$ 7.86	\$ 6,437.34	\$ 1.85	\$ 1,515.15	\$ 3.11	\$ 2,547.09	\$ 5.65	\$ 4,627.35
6	Stabilized Construction Entrance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,012.50	\$ 2,012.50	\$ 4,320.00	\$ 4,320.00	\$ 3,450.00	\$ 3,450.00	\$ 1,875.00	\$ 1,875.00
7	Staging Area Installation & Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,600.00	\$ 4,600.00	\$ 1,620.00	\$ 1,620.00	\$ 3,450.00	\$ 3,450.00	\$ 5,000.00	\$ 5,000.00
8	Connection to Existing 8 IN Water Line	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 1,932.57	\$ 11,595.42	\$ 1,944.00	\$ 11,664.00	\$ 4,422.62	\$ 26,535.72	\$ 2,708.75	\$ 16,252.50
8A	Connection to Existing 2 IN Water Line	1	EA	\$ 1,700.00	\$ 1,700.00	\$ 1,748.00	\$ 1,748.00	\$ 2,160.00	\$ 2,160.00	\$ 3,565.32	\$ 3,565.32	\$ 2,142.50	\$ 2,142.50
9	Trench Excavation & Safety Protection (up to 20-FT Deep)	819	LF	\$ 4.00	\$ 3,276.00	\$ 2.30	\$ 1,883.70	\$ 10.80	\$ 8,845.20	\$ 1.55	\$ 1,269.45	\$ 2.50	\$ 2,047.50
10	8-IN PVC Waterline (all depths), including Excavation & Backfill	819	LF	\$ 100.00	\$ 81,900.00	\$ 101.92	\$ 83,472.48	\$ 64.80	\$ 53,071.20	\$ 141.19	\$ 115,634.61	\$ 201.60	\$ 165,110.40
11	Ductile Iron Fittings	0.50	TONS	\$ 30,000.00	\$ 15,000.00	\$ 25,310.03	\$ 12,655.02	\$ 5,400.00	\$ 2,700.00	\$ 39,991.25	\$ 19,995.63	\$ 21,125.00	\$ 10,562.50
12	Reconnect to Existing Fire Hydrant Assembly	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,384.30	\$ 5,384.30	\$ 8,925.00	\$ 8,925.00	\$ 4,680.50	\$ 4,680.50	\$ 8,600.00	\$ 8,600.00
13	Disinfection & Testing	1	LS	\$ 500.00	\$ 500.00	\$ 5,750.00	\$ 5,750.00	\$ 3,780.00	\$ 3,780.00	\$ 7,130.00	\$ 7,130.00	\$ 4,375.00	\$ 4,375.00
14	Driveway Repair	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 3,852.50	\$ 23,115.00	\$ 3,240.00	\$ 19,440.00	\$ 9,803.75	\$ 58,822.50	\$ 5,625.00	\$ 33,750.00
15	Relocate Water Meter & Reconnect Water Service	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,927.16	\$ 3,927.16	\$ 3,780.00	\$ 3,780.00	\$ 4,743.18	\$ 4,743.18	\$ 1,920.45	\$ 1,920.45
16	Reconnect Water Service Laterals	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 1,863.99	\$ 11,183.94	\$ 1,620.00	\$ 9,720.00	\$ 2,101.05	\$ 12,606.30	\$ 2,325.00	\$ 13,950.00
17	Remove 8-IN Existing Water Line	819	LF	\$ 30.00	\$ 24,570.00	\$ 11.50	\$ 9,418.50	\$ 32.40	\$ 26,535.60	\$ 60.68	\$ 49,696.92	\$ 59.40	\$ 48,648.60
18	Remove & Dispose of Existing Tree Located in ROW	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,600.00	\$ 4,600.00	\$ 4,860.00	\$ 4,860.00	\$ 8,021.94	\$ 8,021.94	\$ 12,500.00	\$ 12,500.00
19	Install New 4-IN Caliper Texas Pecan Tree	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,875.00	\$ 2,875.00	\$ 4,200.00	\$ 4,200.00	\$ 2,300.00	\$ 2,300.00	\$ 13,125.00	\$ 13,125.00
SUBTOTAL FM 619 BASE BID (SUM OF ITEMS 1-19)					\$ 213,774.00		\$ 222,049.51		\$ 275,584.15		\$ 390,400.96		\$ 404,961.80
OWNER's CONTINGENCY (20% OF SUBTOTAL)					\$ 42,754.80		\$ 44,409.90		\$ 55,116.83		\$ 78,080.19		\$ 80,992.36
TOTAL FM 619 BASE BID					\$ 256,528.80		\$ 266,459.41		\$ 330,700.98		\$ 468,481.15		\$ 485,954.16
FM 619 ADD ALTERNATE A BID													
ALT A-1	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,633.30	\$ 3,633.30	\$ 1,000.00	\$ 1,000.00	\$ 13,800.00	\$ 13,800.00	\$ 15,625.00	\$ 15,625.00
ALT A-2	Erosion Control & Sedimentation Measures	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,530.00	\$ 2,530.00	\$ 5,385.00	\$ 5,385.00	\$ 2,415.00	\$ 2,415.00	\$ 1,625.00	\$ 1,625.00
ALT A-3	Seeding/Site Restoration	7,180	SF	\$ 0.50	\$ 3,590.00	\$ 0.58	\$ 4,164.40	\$ 2.10	\$ 15,078.00	\$ 0.86	\$ 6,174.80	\$ 1.25	\$ 8,975.00
ALT A-4	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,450.00	\$ 3,450.00	\$ 14,550.00	\$ 14,550.00	\$ 13,800.00	\$ 13,800.00	\$ 4,375.00	\$ 4,375.00
ALT A-5	Stormwater Pollution Prevention Plan	359	LF	\$ 2.00	\$ 718.00	\$ 10.56	\$ 3,791.04	\$ 1.85	\$ 664.15	\$ 3.11	\$ 1,116.49	\$ 12.50	\$ 4,487.50
ALT A-6	Staging Area Installation and Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,150.00	\$ 1,150.00	\$ 1,700.00	\$ 1,700.00	\$ 3,450.00	\$ 3,450.00	\$ 2,500.00	\$ 2,500.00
ALT A-7	(DEDUCT) Connection to Existing 8 IN Water Line	2	EA	\$ (3,500.00)	\$ (7,000.00)	\$ (1,932.57)	\$ (3,865.14)	\$ (1,000.00)	\$ (2,000.00)	\$ (4,422.62)	\$ (8,845.24)	\$ (2,773.75)	\$ (5,547.50)
ALT A-8	Trench Excavation & Safety Protection (up to 20 ft Deep)	359	LF	\$ 4.00	\$ 1,436.00	\$ 2.30	\$ 825.70	\$ 10.80	\$ 3,877.20	\$ 1.55	\$ 556.45	\$ 2.50	\$ 897.50
ALT A-9	8-IN PVC Waterline (all depths), including excavation and backfill	359	LF	\$ 70.00	\$ 25,130.00	\$ 113.70	\$ 40,818.30	\$ 64.80	\$ 23,263.20	\$ 141.19	\$ 50,687.21	\$ 186.60	\$ 66,989.40
ALT A-10	Ductile Iron Fittings	0.25	TONS	\$ 30,000.00	\$ 7,500.00	\$ 15,191.33	\$ 3,797.83	\$ 5,400.00	\$ 1,350.00	\$ 72,940.48	\$ 18,235.12	\$ 20,187.50	\$ 5,046.88
ALT A-11	Disinfection and Testing	1	LS	\$ 500.00	\$ 500.00	\$ 5,462.50	\$ 5,462.50	\$ 3,240.00	\$ 3,240.00	\$ 4,370.00	\$ 4,370.00	\$ 4,375.00	\$ 4,375.00
ALT A-12	Remove 8-IN Existing Water Line	359	LF	\$ 30.00	\$ 10,770.00	\$ 28.75	\$ 10,321.25	\$ 32.40	\$ 11,631.60	\$ 60.68	\$ 21,784.12	\$ 59.40	\$ 21,324.60
SUBTOTAL FM 619 ADD ALTERNATE A BID					\$ 49,644.00		\$ 76,079.18		\$ 79,739.15		\$ 127,543.95		\$ 130,673.38
OWNER's CONTINGENCY (20% OF SUBTOTAL)					\$ 9,928.80		\$ 15,215.84		\$ 15,947.83		\$ 25,508.79		\$ 26,134.68
TOTAL FM 619 ADD ALTERNATE A BID					\$ 59,572.80		\$ 91,295.02		\$ 95,686.98		\$ 153,052.74		\$ 156,808.05



City of Taylor, TX
FM 619 WL Relocation Airport LS Improvements
Bids Opened 11/7/2023 2:00 PM



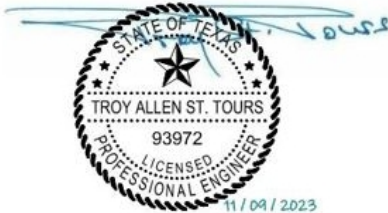
Bidder				Nelson Lewis, Inc.		Bell Contractors, inc.		MRI Builders		Lupe Rubio Construction Co., Inc.		JKB Construction Company, LLC	
Bid item #	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
FM 619 ADD ALTERNATE B BID													
ALT B-1	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,795.80	\$ 6,795.80	\$ 1,600.00	\$ 1,600.00	\$ 13,800.00	\$ 13,800.00	\$ 15,625.00	\$ 15,625.00
ALT B-2	Erosion Control & Sedimentation Measures	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,255.00	\$ 4,255.00	\$ 8,445.00	\$ 8,445.00	\$ 2,415.00	\$ 2,415.00	\$ 1,625.00	\$ 1,625.00
ALT B-3	Seeding/Site Restoration	11,260	SF	\$ 0.50	\$ 5,630.00	\$ 0.86	\$ 9,683.60	\$ 2.10	\$ 23,646.00	\$ 0.86	\$ 9,683.60	\$ 1.25	\$ 14,075.00
ALT B-4	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,600.00	\$ 4,600.00	\$ 18,550.00	\$ 18,550.00	\$ 13,800.00	\$ 13,800.00	\$ 4,375.00	\$ 4,375.00
ALT B-5	Stormwater Pollution Prevention Plan	563	LF	\$ 2.00	\$ 1,126.00	\$ 6.80	\$ 3,828.40	\$ 1.85	\$ 1,041.55	\$ 3.11	\$ 1,750.93	\$ 8.75	\$ 4,926.25
ALT B-6	Stabilized Construction Entrance	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,012.50	\$ 2,012.50	\$ 4,320.00	\$ 4,320.00	\$ 3,450.00	\$ 3,450.00	\$ 1,875.00	\$ 1,875.00
ALT B-7	Staging Area Installation & Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,105.00	\$ 3,105.00	\$ 1,620.00	\$ 1,620.00	\$ 3,450.00	\$ 3,450.00	\$ 2,500.00	\$ 2,500.00
ALT B-8	Trench Excavation & Safety Protection (up to 20-FT Deep)	563	LF	\$ 4.00	\$ 2,252.00	\$ 3.45	\$ 1,942.35	\$ 10.80	\$ 6,080.40	\$ 1.55	\$ 872.65	\$ 2.50	\$ 1,407.50
ALT B-9	8-IN PVC Waterline (All Depths), Including Excavation & Backfill	563	LF	\$ 80.00	\$ 45,040.00	\$ 97.20	\$ 54,723.60	\$ 64.80	\$ 36,482.40	\$ 141.19	\$ 79,489.97	\$ 186.60	\$ 105,055.80
ALT B-10	Ductile Iron Fittings	0.25	TONS	\$ 30,000.00	\$ 7,500.00	\$ 18,749.40	\$ 4,687.35	\$ 5,400.00	\$ 1,350.00	\$ 72,940.48	\$ 18,235.12	\$ 1,400.00	\$ 350.00
ALT B-11	Reconnect to Existing Fire Hydrant Assembly	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 8,834.30	\$ 8,834.30	\$ 9,180.00	\$ 9,180.00	\$ 4,680.50	\$ 4,680.50	\$ 6,162.50	\$ 6,162.50
ALT B-12	Disinfection & Testing	1	LS	\$ 500.00	\$ 500.00	\$ 9,200.00	\$ 9,200.00	\$ 3,780.00	\$ 3,780.00	\$ 4,370.00	\$ 4,370.00	\$ 4,375.00	\$ 4,375.00
ALT B-13	Driveway Repair	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 4,255.00	\$ 21,275.00	\$ 3,240.00	\$ 16,200.00	\$ 9,803.75	\$ 49,018.75	\$ 11,250.00	\$ 56,250.00
ALT B-14	Reconnect Water Service Laterals	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 2,220.43	\$ 8,881.72	\$ 1,620.00	\$ 6,480.00	\$ 2,101.05	\$ 8,404.20	\$ 2,650.00	\$ 10,600.00
ALT B-15	Remove 8-IN Existing Water Line	563	LF	\$ 30.00	\$ 16,890.00	\$ 11.50	\$ 6,474.50	\$ 32.40	\$ 18,241.20	\$ 60.68	\$ 34,162.84	\$ 58.75	\$ 33,076.25
SUBTOTAL FM 619 ADD ALTERNATE B BID					\$ 111,938.00		\$ 150,299.12		\$ 157,016.55		\$ 247,583.56		\$ 262,278.30
OWNER's CONTINGENCY (20% OF SUBTOTAL)					\$ 22,387.60		\$ 30,059.82		\$ 31,403.31		\$ 49,516.71		\$ 52,455.66
TOTAL FM 619 ADD ALTERNATE B BID					\$ 134,325.60		\$ 180,358.94		\$ 188,419.86		\$ 297,100.27		\$ 314,733.96
FM 619 TOTAL BASE BID + ADD ALTERNATE A BID					\$ 316,101.60		\$ 357,754.43		\$ 426,387.96		\$ 621,533.89		\$ 642,762.21
FM 619 TOTAL BASE BID + ADD ALTERNATE B BID					\$ 390,854.40		\$ 446,818.35		\$ 519,120.84		\$ 765,581.42		\$ 800,688.12
FM 619 TOTAL BASE BID + ADD ALTERNATE A BID + ADD ALTERNATE B BID					\$ 450,427.20		\$ 538,113.37		\$ 614,807.82		\$ 918,634.16		\$ 957,496.17
AIRPORT LS IMPROVEMENTS BASE BID ITEM													
1	Grading, Pump Chains, Davit Crane Relocation	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 49,021.32	\$ 49,021.32	\$ 12,960.00	\$ 12,960.00	\$ 48,970.22	\$ 48,970.22	\$ 70,375.00	\$ 70,375.00
SUBTOTAL AIRPORT LS IMPROVEMENTS BASE BID					\$ 25,000.00		\$ 49,021.32		\$ 12,960.00		\$ 48,970.22		\$ 70,375.00
OWNER's CONTINGENCY (20% OF SUBTOTAL)					\$ 5,000.00		\$ 9,804.26		\$ 2,592.00		\$ 9,794.04		\$ 14,075.00
TOTAL AIRPORT LS IMPROVEMENTS BASE BID					\$ 30,000.00		\$ 58,825.58		\$ 15,552.00		\$ 58,764.26		\$ 84,450.00
AIRPORT LS IMPROVEMENTS ADD ALTERNATE A BID ITEM													
2	8-IN PVC Sanitary Sewer Pipe SR 26 Installaton	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 29,349.35	\$ 29,349.35	\$ 16,200.00	\$ 16,200.00	\$ 33,674.65	\$ 33,674.65	\$ 5,952.50	\$ 5,952.50
SUBTOTAL AIRPORT LS IMPROVEMENTS ALTERNATE A BID					\$ 25,000.00		\$ 29,349.35		\$ 16,200.00		\$ 33,674.65		\$ 5,952.50
OWNER's CONTINGENCY (20% OF SUBTOTAL)					\$ 5,000.00		\$ 5,869.87		\$ 3,240.00		\$ 6,734.93		\$ 1,190.50
TOTAL AIRPORT LS IMPROVEMENTS ALTERNATE A BID					\$ 30,000.00		\$ 35,219.22		\$ 19,440.00		\$ 40,409.58		\$ 7,143.00
AIRPORT LS IMPROVEMENTS ADD ALTERNATE B BID ITEM													
3	D50 Stone Riprap	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 42,247.05	\$ 42,247.05	\$ 37,800.00	\$ 37,800.00	\$ 15,460.14	\$ 15,460.14	\$ 50,000.00	\$ 50,000.00
SUBTOTAL AIRPORT LS IMPROVEMENTS ALTERNATE B BID					\$ 10,000.00		\$ 42,247.05		\$ 37,800.00		\$ 15,460.14		\$ 50,000.00
OWNER's CONTINGENCY (20% OF SUBTOTAL)					\$ 2,000.00		\$ 8,449.41		\$ 7,560.00		\$ 3,092.03		\$ 10,000.00
TOTAL AIRPORT LS IMPROVEMENTS ALTERNATE B BID					\$ 12,000.00		\$ 50,696.46		\$ 45,360.00		\$ 18,552.17		\$ 60,000.00
AIRPORT LS IMPROVEMENTS TOTAL BASE BID + ADD ALTERNATE A BID					\$ 60,000.00		\$ 94,044.80		\$ 34,992.00		\$ 99,173.84		\$ 91,593.00
AIRPORT LS IMPROVEMENTS TOTAL BASE BID + ADD ALTERNATE B BID					\$ 42,000.00		\$ 109,522.04		\$ 60,912.00		\$ 77,316.43		\$ 144,450.00
AIRPORT LS IMPROVEMENTS TOTAL BASE BID + ADD ALTERNATE A BID + ADD ALTERNATE B BID					\$ 72,000.00		\$ 144,741.26		\$ 80,352.00		\$ 117,726.01		\$ 151,593.00

I, Troy Allen St. Tours, do hereby certify this bid tabulation is accurate and true

Indicates error in formula on bid form

Prepared by:

HDR Engineering, Inc.
TBPE Firm Registration No. F-754
4401 West Gate Blvd., Suite 400
Austin, TX 78745
512-912-5100





City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 12

Agenda Title: **Consideration and possible action on Resolution R23-35 authorizing and creating the Quannah Partners/Taylor Industrial Park Public Improvement District (PID) and Resolution R23-40 approving a dissolution agreement in accordance with Chapter 372 of the Texas Local Government Code.**

Council Action to be taken: Consider resolutions

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the consideration of two resolutions. The first resolution creates the public improvement district and the second resolution approves a dissolution agreement that provides for the ability to discontinue the PID.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Following the Samsung announcement, the City Council directed staff to amend the Envision Taylor Comprehensive Plan to create additional land area for industrial and major employment land uses.

The property that is the subject of the PID request is in an area that the City designated for additional employment land use. The property abuts the future extension of CR 401 on the north side of US Hwy. 79 and is immediately west of the Taylor airport. The applicant is proposing to build an industrial subdivision and construct three multi-tenant industrial buildings on the site.

The applicant is requesting the City consider the creation of a Public Improvement District to provide an additional funding mechanism to help with the cost of major infrastructure. The PID would be structured as a reimbursement mechanism for the developer through the sale of PID bonds after the site improvements and infrastructure have been constructed. The bonds are paid back through PID assessments on the properties within the development and the assessments are levied annually on the properties and paid just like an additional tax. The benefit of the PID as an economic

development tool is that the development pays for the cost of the infrastructure without the need for any abatements or rebates of the City's ad-valorem taxes.

The developer presented the proposed PID at the October 12th City Council meeting and the Council authorized publication of notice of the public hearing.

Staff has engaged the City's financial advisor and bond counsel to review the proposed PID and they provided their analysis during a presentation at the October 26th City Council meeting.

Council held a public hearing regarding the creation of the PID on November 9, 2023.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Provides a funding mechanism for infrastructure to facilitate industrial development.	There is some future risk of default by the assessed properties.

4. RECOMMENDATION

Staff recommends approval of the resolutions.

5. FUNDING SOURCE

N/A

6. TIMELINE

August 11, 2022 – Council approved ordinance 2022-27 amending the land use designation for the property to Regional Employment Center
October 13, 2022 – Council approved ordinance 2022-38 rezoning the property to M-1 – Light Industrial
October 12, 2023 – Council approved ordinance 2023-44 amending the thoroughfare plan alignment for the CR 401 extension adjacent to the property
October 12, 2023 – Council received PID presentation and approved a resolution accepting the PID petition and setting a public hearing on the possible creation of the PID
October 26, 2023 – Council received presentation from the City's financial advisor and bond council regarding their review of the PID proposal
November 9, 2023 – Council held a public hearing on the creation of the PID
November 16, 2023 – Council to consider creation of the PID

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

12a. Resolution R23-35 Creating the PID

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS AUTHORIZING AND CREATING THE QUANNAH PARTNERS/TAYLOR INDUSTRIAL PARK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF TAYLOR, TEXAS IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Taylor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district within its corporate limits and its extraterritorial jurisdiction and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on October 10, 2023, Taylor Texas Holding, Inc., a Texas corporation (the “Petitioner”), submitted and filed with the City Clerk of the City of Taylor, Texas (the “City Clerk”) pursuant to the Act a “Petition for the Creation of a Public Improvement District to Finance Improvements to the Quannah Partners/Taylor Industrial Park Development” (the “Petition”) requesting the establishment of a public improvement district within the corporate limits of the City, covering approximately 69.2 acres described in the Petition, and is more particularly described by metes and bounds in **Exhibit “A”** and depicted on **Exhibit “B”** (the “Property”) each attached hereto and incorporated herein for all purposes, to be known as the Quannah Partners/Taylor Industrial Park Public Improvement District (the “District”); and

WHEREAS, Petitioner represents that they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal in the Petition, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal in the Petition; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal in the Petition, within the corporate limits of the City; and

WHEREAS, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, Petitioners estimate the cost of the proposed public improvements is \$10,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

WHEREAS, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council conducted a public hearing on the advisability of the improvements and services on November 9, 2023; and

WHEREAS, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the City Council has determined that the approval of this Resolution is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS THAT:

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Clerk and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined below) described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on property located within the District.
- (b) General Nature of the Proposed Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in

subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$10,000,000.00 (including bond issuance and other financing costs). The City will determine what amount or portion of the costs will be paid by assessment of the property owners within the District. Unless otherwise agreed upon by the City, the City will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on real property within the District. The developer of the Property (the “Developer”) may be obligated to pay the costs of certain specified Authorized Improvements within the District. The Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- (d) District Boundaries. The District is proposed to include approximately 69.2 acres of land within the corporate limits of the City, as more particularly described in **Exhibit “A”** attached hereto, and as depicted on **Exhibit “B”** attached hereto.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited. The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements. The specific Authorized Improvements currently contemplated for the District are set forth on **Exhibit “C”** attached hereto.
- (f) Proposed Apportionment of Cost between the District and the City. Authorization and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. No City property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments levied on the Property within the District and from other funds, if any, available to the District.
- (g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time,

advise the City regarding certain operations of the District.

- (h) Advisory Body. The District shall be managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.
- (i) Term Sheet. Further terms for the District are described in the Term Sheet attached as Exhibit “D”.

SECTION 4. The Quannah Partners/Taylor Industrial Park Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution, which authorization shall take effect on the date of adoption of this Resolution. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 3 of this Resolution. The Authorized Improvements described in the Petition and Section 3 of this Resolution are authorized to be made in accordance with the service and assessment plan for the Quannah Partners/Taylor Industrial Park Public Improvement District to be approved by City Council at a future meeting.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. The City Clerk is directed to give notice of the authorization for the establishment of the District by recording this Resolution in the Official Public Records of Williamson County, Texas on or before the seventh day after the passage of this Resolution.

SECTION 8. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council of Taylor, Texas, at a regular meeting on the 9th day of November, 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Brandt Rydell, Mayor

ATTEST:

Dianna McLean, City Clerk
City of Taylor, Texas
[CITY SEAL]

AFTER RECORDING RETURN TO:

City of Taylor, Texas
Attn: City Clerk
400 Porter Street
Taylor, TX 76574

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF THE PROPERTY



FIELD NOTES FOR

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 69.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron with cap marked "Williamson County" found on a point in the west boundary line of Lot 1 of Amended Plat of Amanda's Commercial Subdivision according to the subdivision recorded in Document No. 2007080629 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of a called 0.101-acre tract conveyed to Williamson County, Texas, recorded in Document No. 2023003588 of the Official Public Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the southernmost southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 68°04'19" W, departing the west boundary line of said Lot 1, with the north boundary line of said 0.101-acre tract, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **19.56 feet** to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set at the southwest corner of the Remnant Portion of said 69.169-acre tract, said point being the northwest corner of said 0.101-acre tract, same being the northeast corner of a called 1.097-acre tract granted to Williamson County, recorded in Document No. 2022128234 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a called 290.77-acre tract conveyed to Prewitt Farms, LTD., recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 21°38'47" W, departing the north boundary line of said 0.101-acre tract and the north boundary line of said 1.097-acre tract, with the east boundary line of said 290.77-acre tract, in part with the east boundary line of a called 329.476-acre tract, conveyed to Megatel Austin-Taylor LLC, recorded in Document No. 2022072229 of said Official Public Records, same being the west boundary line of the Remnant portion of said 69.28-acre tract, a distance of 289.55 feet to an iron rod with cap marked "4Ward" for a total distance of **1947.68 feet** to an iron rod with cap marked "Holt" found on a northeast corner of said 329.476-acre tract, same being an interior ell corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE, continuing with the east boundary line of said 329.476-acre tract, same being the west boundary line of the Remnant Portion of said 69.28-acre tract, the following two (2) courses and distances:

1. **S 68°24'01" W**, a distance of **12.77 feet** to an iron rod found for an angle point hereof, and
2. **N 22°17'26" W**, a distance of **482.76 feet** to a 3" iron found on an interior ell corner of said 329.476-acre tract, same being the northwest corner of the Remnant Portion of said 69.28-acre tract for the northwest corner hereof,

THENCE N 68°34'09" E, with a south boundary line of said 329.476-acre tract, same being the north boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1600.89 feet** to an axle found on the northwest corner of a called 120.355-acre tract, conveyed to City of Taylor, recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 69.28-acre tract for the northeast corner hereof;

THENCE S 25°57'11" E, departing the south boundary line of said 329.476-acre tract, with the west boundary line of said 120.355-acre tract, same being the east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1653.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of John O. Baker Subdivision, a subdivision according to the plat recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the easternmost southeast corner hereof;

THENCE S 52°36'47" W, departing the west boundary line of a said 120.355-acre tract, with the north boundary line of said John O. Baker Subdivision, same being the south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1255.59 feet** to a ½" iron pipe found on the east boundary line of Lot 2 of said Amended Plat of Amanda's Commercial Subdivision, said point being the northwest corner of said John O. Baker Subdivision, same being a southwest corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE N 25°51'30" W, departing the north boundary of said John O. Baker Subdivision, with the east boundary line of said Lot 2, same being a west boundary line of the Remnant Portion of said 69.28-acre tract for a distance of **265.85 feet** to a ½" iron pipe found on the northeast corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 52°39'41" W, with the north boundary line of said Lot 2, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **477.98 feet** to a ¾" iron rod found on the northwest corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 21°44'21" E, with the west boundary line of said Lot 2, in part with the west boundary line of said Lot 1, same being an east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **570.82 feet** to the **POINT OF BEGINNING** and containing 69.169 acres in Williamson County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2023
Job No.: 51429-00
DOC. ID. H:\Survey\CIVIL\51429-00\
Word\FN51429-00_69.169Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



QUANNAH®
F A T N E S

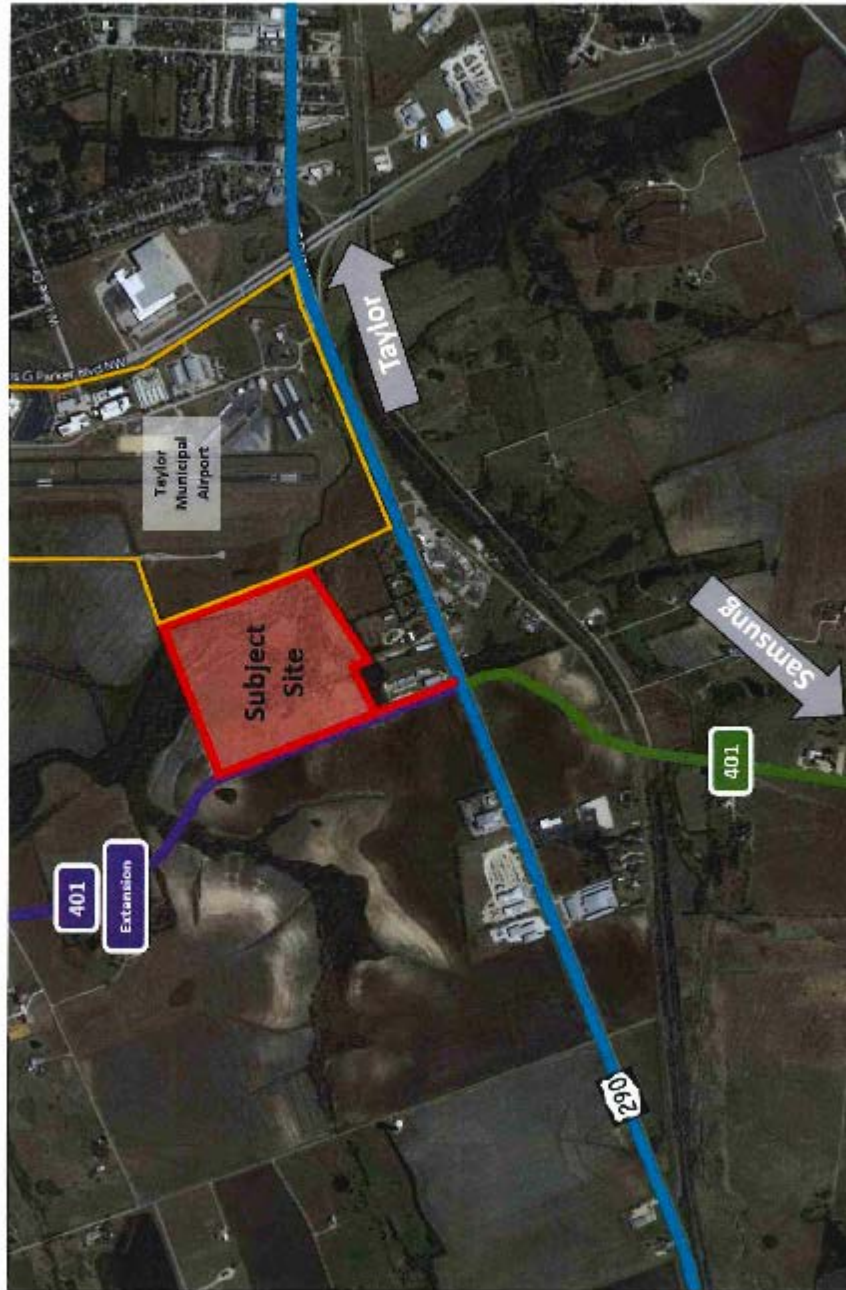


EXHIBIT “C” Authorized Improvements

Exhibit C
Taylor 79 LLC
Park79 Commerce Center Public Improvement District - \$.56 PID
Authorized Improvements
September 29, 2023

Authorized Improvements [a]		TOTAL
Roads [b]	\$	2,981,131
Roads Land Costs	\$	270,000
District Formation	\$	300,000
Project Management Fee (4%)	\$	119,245
Contingency (5%)	\$	149,057
Soft Costs (5%)	\$	149,057
Total Authorized Improvements	\$	3,968,489

Footnotes:

[a] Costs per infrastructure budget dated 9/14/23.

[b] Cost includes roadway detention ponds.

**EXHIBIT “D”
Term Sheet**

**QUANNAH PARTNERS
CITY OF TAYLOR, TEXAS
PARK 79 COMMERCE CENTER PUBLIC IMPROVEMENT DISTRICT
11/2/23**

The following limitations and performance standards will apply to the proposed Park79 Commerce Center Public Improvement District (the “PID”) as proposed by affiliates of Quannah Partners (“the Developer”) to the City of Taylor, Texas (“the City”) in connection with the development of an approximately 357,000 square foot industrial park (“the Project”):

PUBLIC IMPROVEMENT DISTRICT

FINANCING CRITERIA

1. **Maximum Authorized Improvements to be funded by PID bonds (“PID Bonds”) to be issued are estimated to be: \$10,000,000**
2. **Maximum total equivalent tax rate per \$100 of assessed value for annual installment at time special assessments are levied: \$0.70**
3. **Minimum Value to Lien Ratio for PID Bonds: 3:1**
4. **Maturity of bonds (to extent allowed by law): 30 years**
5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

MISCELLANEOUS

1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan (“SAP”) for the PID.**

3. The PID may seek bond issues as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.
4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues if the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
5. The City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
6. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
7. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
8. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
9. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
10. The underwriter for the PID Bonds will be selected by the City and the Developer.
11. No additional cash deposit, security, or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
12. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council of the following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.

13. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.



City Council Meeting November 16, 2023 Transmittal Letter

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 13

Agenda Title: **Consideration and possible action on Resolution R23-35 authorizing and creating the Quannah Partners/Taylor Industrial Park Public Improvement District (PID) and Resolution R23-40 approving a dissolution agreement in accordance with Chapter 372 of the Texas Local Government Code.**

Council Action to be taken: Consider Resolutions

Department Submitted: Development Services

Staff Contact: Tom Yantis, Assistant City Manager

1. PURPOSE/DESCRIPTION

This agenda item provides for the consideration of two resolutions. The first resolution creates the public improvement district and the second resolution approves a dissolution agreement that provides for the ability to discontinue the PID.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

Following the Samsung announcement, the City Council directed staff to amend the Envision Taylor Comprehensive Plan to create additional land area for industrial and major employment land uses.

The property that is the subject of the PID request is in an area that the City designated for additional employment land use. The property abuts the future extension of CR 401 on the north side of US Hwy. 79 and is immediately west of the Taylor airport. The applicant is proposing to build an industrial subdivision and construct three multi-tenant industrial buildings on the site.

The applicant is requesting the City consider the creation of a Public Improvement District to provide an additional funding mechanism to help with the cost of major infrastructure. The PID would be structured as a reimbursement mechanism for the developer through the sale of PID bonds after the site improvements and infrastructure have been constructed. The bonds are paid back through PID assessments on the properties within the development and the assessments are levied annually on the properties and paid just like an additional tax. The benefit of the PID as an economic

development tool is that the development pays for the cost of the infrastructure without the need for any abatements or rebates of the City's ad-valorem taxes.

The developer presented the proposed PID at the October 12th City Council meeting and the Council authorized publication of notice of the public hearing.

Staff has engaged the City's financial advisor and bond counsel to review the proposed PID and they provided their analysis during a presentation at the October 26th City Council meeting.

Council held a public hearing regarding the creation of the PID on November 9, 2023.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
Provides a funding mechanism for infrastructure to facilitate industrial development.	There is some future risk of default by the assessed properties.

4. RECOMMENDATION

Staff recommends approval of the resolutions.

5. FUNDING SOURCE

N/A

6. TIMELINE

August 11, 2022 – Council approved ordinance 2022-27 amending the land use designation for the property to Regional Employment Center
October 13, 2022 – Council approved ordinance 2022-38 rezoning the property to M-1 – Light Industrial
October 12, 2023 – Council approved ordinance 2023-44 amending the thoroughfare plan alignment for the CR 401 extension adjacent to the property
October 12, 2023 – Council received PID presentation and approved a resolution accepting the PID petition and setting a public hearing on the possible creation of the PID
October 26, 2023 – Council received presentation from the City's financial advisor and bond council regarding their review of the PID proposal
November 9, 2023 – Council held a public hearing on the creation of the PID
November 16, 2023 – Council to consider creation of the PID

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

[13a. Resolution R23-40 Approving a Dissolution Agreement](#)

[13b. Exhibit A](#)

[13c. Park 79 Commerce Center Dissolution Agreement](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS APPROVING A DISSOLUTION AGREEMENT BETWEEN THE CITY OF TAYLOR, A TEXAS HOME RULE MUNICIPAL CORPORATION AND TAYLOR TEXAS HOLDING, INC., A TEXAS CORPORATION, PURUSANT TO CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, TO BE HELD IN ESCROW

WHEREAS, the Developer requested the City establish the Quannah Partners/Taylor Industrial Park Public Improvement District (the "District") in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to the Quannah Partners/Taylor Industrial Park Development, submitted to the City on October 10, 2023; and

WHEREAS, on even date herewith, the City Council adopted Resolution No. - 23-35, authorizing the creation of the Quannah Partners/Taylor Industrial Park Public Improvement District; and

WHEREAS, the Petitioner has signed and delivered to the City Clerk a petition to dissolve the District (the "Petition"), pursuant to Chapter 372 of the Texas Local Government Code (the "Act"), attached hereto as **Exhibit A**, to be held by the City Clerk in escrow pending satisfaction of the conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City was filed with the City Clerk and complies with Section 372.011 of the Act.

SECTION 3. The City Clerk is hereby directed to hold the Petition in escrow pending satisfaction of the conditions contained therein.

SECTION 4. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council of Taylor, Texas, at a regular meeting on the 16th day of November 2023, at which a quorum was present, and for which due notice was given pursuant to

Government Code, Chapter 551.

CITY OF TAYLOR, TEXAS

By: Brandt Rydell
Its: Mayor

ATTEST:

By: _____
Dianna McLean, City Clerk

APPROVED AS TO FORM:

By: _____
Mark J. Schroeder, City Attorney



the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

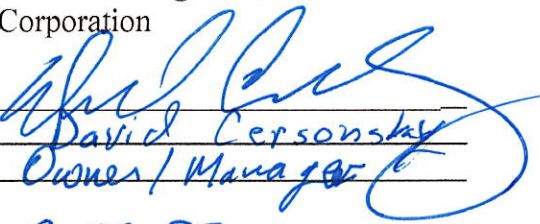
Section 8. Advisory Board. An advisory board may be established by the City Council of the City (the "*City Council*") and recommend an improvement plan to the City Council.

The signer of this petition requests the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONER:

Taylor Texas Holding, Inc.,
a Texas Corporation

By: 

Name: David Cersonsky

Title: Owner / Manager

Date: 9-28-23

EXHIBIT A PROPERTY DESCRIPTION



FIELD NOTES FOR

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 69.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron with cap marked "Williamson County" found on a point in the west boundary line of Lot 1 of Amended Plat of Amanda's Commercial Subdivision according to the subdivision recorded in Document No. 2007080629 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of a called 0.101-acre tract conveyed to Williamson County, Texas, recorded in Document No. 2023003588 of the Official Public Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the southernmost southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 68°04'19" W, departing the west boundary line of said Lot 1, with the north boundary line of said 0.101-acre tract, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **19.56 feet** to a $\frac{3}{8}$ " iron rod with yellow cap marked "Pape-Dawson" set at the southwest corner of the Remnant Portion of said 69.169-acre tract, said point being the northwest corner of said 0.101-acre tract, same being the northeast corner of a called 1.097-acre tract granted to Williamson County, recorded in Document No. 2022128234 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a called 290.77-acre tract conveyed to Prewitt Farms, LTD., recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 21°38'47" W, departing the north boundary line of said 0.101-acre tract and the north boundary line of said 1.097-acre tract, with the east boundary line of said 290.77-acre tract, in part with the east boundary line of a called 329.476-acre tract, conveyed to Megatel Austin-Taylor LLC, recorded in Document No. 2022072229 of said Official Public Records, same being the west boundary line of the Remnant portion of said 69.28-acre tract, a distance of **289.55 feet** to an iron rod with cap marked "4Ward" for a total distance of **1947.68 feet** to an iron rod with cap marked "Holt" found on a northeast corner of said 329.476-acre tract, same being an interior ell corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE, continuing with the east boundary line of said 329.476-acre tract, same being the west boundary line of the Remnant Portion of said 69.28-acre tract, the following two (2) courses and distances:

1. **S 68°24'01" W**, a distance of **12.77 feet** to an iron rod found for an angle point hereof, and
2. **N 22°17'26" W**, a distance of **482.76 feet** to a 3" iron found on an interior ell corner of said 329.476-acre tract, same being the northwest corner of the Remnant Portion of said 69.28-acre tract for the northwest corner hereof,

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A handwritten signature in blue ink, appearing to be 'DE', is located in the bottom right corner of the page.

69.169 Acres
Job No. 51429-00
Page 2 of 2

THENCE N 68°34'09" E, with a south boundary line of said 329.476-acre tract, same being the north boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1600.89 feet** to an axle found on the northwest corner of a called 120.355-acre tract, conveyed to City of Taylor, recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 69.28-acre tract for the northeast corner hereof;

THENCE S 25°57'11" E, departing the south boundary line of said 329.476-acre tract, with the west boundary line of said 120.355-acre tract, same being the east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1653.38 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of John O. Baker Subdivision, a subdivision according to the plat recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the easternmost southeast corner hereof;

THENCE S 52°36'47" W, departing the west boundary line of a said 120.355-acre tract, with the north boundary line of said John O. Baker Subdivision, same being the south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1255.59 feet** to a $\frac{1}{2}$ " iron pipe found on the east boundary line of Lot 2 of said Amended Plat of Amanda's Commercial Subdivision, said point being the northwest corner of said John O. Baker Subdivision, same being a southwest corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE N 25°51'30" W, departing the north boundary of said John O. Baker Subdivision, with the east boundary line of said Lot 2, same being a west boundary line of the Remnant Portion of said 69.28-acre tract for a distance of **265.85 feet** to a $\frac{1}{4}$ " iron pipe found on the northeast corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 52°39'41" W, with the north boundary line of said Lot 2, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **477.98 feet** to a $\frac{1}{4}$ " iron rod found on the northwest corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 21°44'21" E, with the west boundary line of said Lot 2, in part with the west boundary line of said Lot 1, same being an east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **570.82 feet** to the **POINT OF BEGINNING** and containing **69.169 acres** in Williamson County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2023
Job No.: 51429-00
DOC. ID: H:\Survey\CIVIL\51429-00\
Word\FNS1429-00_69.169Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



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**AGREEMENT REGARDING THE DISSOLUTION OF
THE QUANNAH PARTNERS/TAYLOR INDUSTRIAL PARK PUBLIC
IMPROVEMENT DISTRICT**

This Agreement Regarding the Dissolution of the Quannah Partners/Taylor Industrial Park Public Improvement District (the “Agreement”) is entered into on this 16th day of November, 2023, by Taylor Texas Holding, Inc., a Texas Corporation (the “Developer”) and the City of Taylor, Texas (the “City”). The Developer and the City are hereinafter sometimes referred to collectively as the “Parties.”

WHEREAS, the Developer requested the City establish the Quannah Partners/Taylor Industrial Park Public Improvement District (the “District”) in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to the Quannah Partners/Taylor Industrial Park Development, submitted to the City on October 10, 2023 (the “Petition”); and

WHEREAS, contemporaneously herewith, the City authorized the creation of the District over the property described in **Exhibit A**, attached hereto and incorporated herein for all purposes (the “Property”), by Resolution No. 23-35 (the “Resolution”); and

WHEREAS, the Developer intends to request that the City issue bonds (“PID Bonds”) to reimburse the Developer for the costs of certain public improvements (the “Authorized Improvements”) generally identified in the Resolution; and

WHEREAS, the Parties desire to provide for the dissolution of the District if (1) the Developer has not commenced construction of Authorized Improvements with an aggregate value of \$1,000,000.00 or more within five years from the date of this Agreement and (2) special assessments are not levied or the PID Bonds are not issued, within five years from the date of this Agreement; and

WHEREAS, as determined by the current tax roll of the Williamson Central Appraisal District, the Developer constitutes (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the Petition, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the Petition, as evidenced by the current tax roll with the signatures of the Petitioners (as defined in the Petition) registering support of the Petition next to the account for the respective Petitioner’s property on the tax rolls is attached hereto as **Exhibit B** and incorporated for all purposes; and

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended, and the City is hereby authorized to dissolve the District if (1) the Developer has not commenced

construction of Authorized Improvements with an aggregate value of \$1,000,000.00 by November 16, 2028 and (2) the first issuance of PID Bonds or a levy of special assessments does not occur by November 16, 2028 (collectively, the “Authorization”). The Developer will not oppose the City’s dissolution of the District undertaken in accordance with this Agreement and will cooperate with the City to cause the District to be dissolved.

3. The Authorization shall terminate and expire upon the earlier of (i) Developer’s commencement of construction of Authorized Improvements with an aggregate value of \$1,000,000.00 or more (ii) the City’s levy of special assessments, or (ii) the City’s first issuance of the PID Bonds.
4. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns.
5. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of the condition set forth in Section 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Williamson County, Texas.
6. If the condition set forth in Section 2 is met, but substantial progress has been made towards the construction of the Authorized Improvements (as defined in the Petition), the levy of special assessments, or the issuance of PID Bonds, then the City, in its sole and absolute and reasonable discretion, may choose to set the Authorization aside and permit the District to remain in existence for a period of up to 6 months (an “Extension Period”) to allow progress to continue on the construction of the Authorized Improvements, the levy of special assessments, or issuance of PID Bonds. If, after the expiration of an Extension Period, additional progress has been made on either the construction of the Authorized Improvements, the levy of special assessments, or the issuance of PID Bonds, then the City may choose to permit one or more additional Extension Periods. If substantial progress has not been made at the expiration of an Extension Period, then the City may choose to take up the Authorization and dissolve the District, in its sole and absolute and reasonable discretion.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Williamson County, Texas.
8. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

[Signature page(s) to follow]

CITY:

City of Taylor, Texas

a Texas home rule municipal corporation

By: _____

Name: Brandt Rydell

Title: Mayor

Attest:

By: _____

Name: Dianna McLean

Title: City Clerk, Taylor, Texas

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Brandt Rydell, Mayor of the City of Taylor, Texas, a Texas home rule municipal corporation, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

Taylor Texas Holding, Inc.

A Texas Corporation

By: _____

Name: David Cersonsky

Title: Owner/Manager

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by David Cersonsky, Owner/Manager of Taylor Texas Holding, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Taylor
Attn: City Clerk
400 Porter Street
Taylor, Texas 76574

EXHIBIT A

PROPERTY DESCRIPTION



FIELD NOTES FOR

A 69.169 ACRE TRACT OF LAND, BEING SITUATED IN THE HG JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 69.169 ACRE TRACT, CONVEYED TO TAYLOR TEXAS HOLDINGS, INC., RECORDED IN DOCUMENT NO. 2008053881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 69.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron with cap marked "Williamson County" found on a point in the west boundary line of Lot 1 of Amended Plat of Amanda's Commercial Subdivision according to the subdivision recorded in Document No. 2007080629 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of a called 0.101-acre tract conveyed to Williamson County, Texas, recorded in Document No. 2023003588 of the Official Public Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the southernmost southeast corner and **POINT OF BEGINNING** hereof;

THENCE S 68°04'19" W, departing the west boundary line of said Lot 1, with the north boundary line of said 0.101-acre tract, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **19.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the southwest corner of the Remnant Portion of said 69.169-acre tract, said point being the northwest corner of said 0.101-acre tract, same being the northeast corner of a called 1.097-acre tract granted to Williamson County, recorded in Document No. 2022128234 of the Official Public Records of Williamson County, Texas, same being the southeast corner of a called 290.77-acre tract conveyed to Prewitt Farms, LTD., recorded in Document No. 2007076169 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 21°38'47" W, departing the north boundary line of said 0.101-acre tract and the north boundary line of said 1.097-acre tract, with the east boundary line of said 290.77-acre tract, in part with the east boundary line of a called 329.476-acre tract, conveyed to Megatel Austin-Taylor LLC, recorded in Document No. 2022072229 of said Official Public Records, same being the west boundary line of the Remnant portion of said 69.28-acre tract, a distance of 289.55 feet to an iron rod with cap marked "4Ward" for a total distance of **1947.68 feet** to an iron rod with cap marked "Holt" found on a northeast corner of said 329.476-acre tract, same being an interior ell corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE, continuing with the east boundary line of said 329.476-acre tract, same being the west boundary line of the Remnant Portion of said 69.28-acre tract, the following two (2) courses and distances:

1. **S 68°24'01" W**, a distance of **12.77 feet** to an iron rod found for an angle point hereof, and
2. **N 22°17'26" W**, a distance of **482.76 feet** to a 3" iron found on an interior ell corner of said 329.476-acre tract, same being the northwest corner of the Remnant Portion of said 69.28-acre tract for the northwest corner hereof,

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Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10026801

THENCE N 68°34'09" E, with a south boundary line of said 329.476-acre tract, same being the north boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1600.89 feet** to an axle found on the northwest corner of a called 120.355-acre tract, conveyed to City of Taylor, recorded in Volume 325, Page 284 of the Deed Records of Williamson County, Texas, same being the northeast corner of the Remnant Portion of said 69.28-acre tract for the northeast corner hereof;

THENCE S 25°57'11" E, departing the south boundary line of said 329.476-acre tract, with the west boundary line of said 120.355-acre tract, same being the east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1653.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of John O. Baker Subdivision, a subdivision according to the plat recorded in Cabinet A, Slide 289 of the Plat Records of Williamson County, Texas, same being a southeast corner of the Remnant Portion of said 69.28-acre tract for the easternmost southeast corner hereof;

THENCE S 52°36'47" W, departing the west boundary line of a said 120.355-acre tract, with the north boundary line of said John O. Baker Subdivision, same being the south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **1255.59 feet** to a ½" iron pipe found on the east boundary line of Lot 2 of said Amended Plat of Amanda's Commercial Subdivision, said point being the northwest corner of said John O. Baker Subdivision, same being a southwest corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE N 25°51'30" W, departing the north boundary of said John O. Baker Subdivision, with the east boundary line of said Lot 2, same being a west boundary line of the Remnant Portion of said 69.28-acre tract for a distance of **265.85 feet** to a ½" iron pipe found on the northeast corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 52°39'41" W, with the north boundary line of said Lot 2, same being a south boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **477.98 feet** to a ¾" iron rod found on the northwest corner of said Lot 2, same being an interior corner of the Remnant Portion of said 69.28-acre tract for an angle point hereof;

THENCE S 21°44'21" E, with the west boundary line of said Lot 2, in part with the west boundary line of said Lot 1, same being an east boundary line of the Remnant Portion of said 69.28-acre tract, a distance of **570.82 feet** to the **POINT OF BEGINNING** and containing 69.169 acres in Williamson County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2023
Job No.: 51429-00
DOC. ID. H:\Survey\CIVIL\51429-00\
Word\FNS1429-00_69.169Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



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telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #100288-01

EXHIBIT B

EVIDENCE OF STANDING

LANDOWNER AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

See Exhibit A attached hereto

OWNER

Taylor Texas Holdings, Inc.
David Cersonsky, Owner
4512 Aqua Verde Drive
Austin, TX 78746

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein is true and correct.

Taylor Texas Holding, Inc.
A Texas Corporation

By: _____
 Name: David Cersonsky
 Title: Owner/Manager
 Date: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by David Cersonsky, Owner/Manager of Taylor Texas Holding, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public State of _____