

City of Windcrest



AGENDA **CITY COUNCIL MEETING @ 6PM** **October 3, 2022**

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

6:00 P.M.

NOTICE IS HEREBY GIVEN THAT THE CITY OF WINDCREST CITY COUNCIL WILL HOLD A REGULAR CITY COUNCIL MEETING AT THE WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON THE 3RD DAY OF OCTOBER, 2022, STARTING AT 6:00 P.M.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF OCTOBER 3, 2022, AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, OCTOBER 4, 2022 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. In compliance with Americans with Disabilities Act, the City of Windcrest will provide reasonable accommodations for persons attending the meeting. To better serve you, requests should be received 48 hours prior to the meeting. Please contact the City Secretary's Office, at 210-655-0022 ext. 2150 or Fax 210-655-8776, or 711 Texas Relay.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND INVOCATION

IV. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

- Citizens may address the City Council on topics not on the agenda for no more than three (3) minutes.
- Citizens shall also have the opportunity to address the City Council during consideration of posted agenda items for no more than six (6) minutes.
- A City Official may make a statement of specific factual information in response to an inquiry made by a member of the public, or a recitation of existing policy in response to an inquiry made by a member of the public.

**THE FOLLOWING ITEMS MAY BE CONSIDERED AT ANY TIME DURING THE
REGULAR COUNCIL MEETING:**

V. CONSENT AGENDA

- a) City Council will review, discuss, and may act on Ordinance 2022-021(O), an ordinance amending the Windcrest Crime Control and Prevention District Fund for Fiscal Year 2021/2022 in the amount not to exceed \$40,000 for property room equipment. [Rafael Castillo, Jr., City Manager] 2nd Reading
- b) City Council will review, discuss, and may act on Ordinance 2022-022(O), an ordinance setting the legislative calendar for Fiscal Year 2022/2023. [Rafael Castillo, Jr., City Manager] 1st Reading
- c) City Council will review, discuss, and may act on Resolution 2022-552(R), a resolution awarding a contract between Mama Bear Cleaning and the City of Windcrest for Civic Center janitorial services. [Rafael Castillo, Jr.]
- d) City Council will review, discuss, and may act on Resolution 2022-553(R), a resolution ratifying donating a 2012 Chevy Tahoe, Vehicle# 187 (Fire Department Utility Truck) to the University of Texas Health Science Center. [Rafael Castillo, Jr., City Manager]
- e) City Council will review, discuss, and may act on Resolution 2022-554(R), a resolution ratifying a professional services agreement with Lone Star Ambulance Service 1, LLC d/b/a Allegiance Mobile Health for ambulance and emergency services. [Rafael Castillo, Jr., City Manager]

VI. RESOLUTION

- a) City Council will review, discuss, and may act on Resolution 2022-555(R), a resolution approving the purchase of a Ford F250 truck for the use of the Public Works department. [Rafael Castillo, Jr.]
- b) City Council will review, discuss, and may act on Resolution 2022-556(R), a resolution approving the purchase of a case loader (backhoe loader) for the use of the Public Works department. [Rafael Castillo, Jr.]

VII. DISCUSS AND ACT

- a) City Council will review, discuss, and may act on increased inquiries for sexually oriented businesses. [Joan Pedrotti, Mayor Pro Tem]
- b) City Council will review, discuss, and may act on a concept proposal of a drone park. [Greg Turner, Councilman Place 3]
- c) City Council will review, discuss, and may act on a zoning enforcement for the residence at 614 Crestway. [Rafael Castillo, Jr., City Manager]
- d) City Council will review, discuss, and may act on an amendment to the CoW FY22/23 Budget to reclassify one of the two approved career fire fighter positions to a fire inspector/investigator [Dan Reese, Mayor]
- e) City Council will review, discuss, and may act on amending Chapter 2, Article IV Parliamentary Procedures for Public Meetings setting an application deadline for council

consideration for Board and Commission vacancies and adopting a nomination scoring method. [Dan Reese, Mayor and Cindy Strzelecki, Place 2]

- f) City Council will review, discuss, and may act on approving a new Civic Center rental contract. [Rafael Castillo, Jr.]

VIII. CITY MANAGER'S REPORT

IX. EXECUTIVE SESSION

The City Council of the City of Windcrest reserves the right to adjourn into executive session at any time during course of the meeting to discuss any matter listed below:

- i. Pursuant to Govt. Code 551.072 for deliberation regarding real property, 551.087 for deliberation regarding economic development planning and 551.071 for consultation with attorney.
- ii. Pursuant to Govt Code 551.071 for consultation with attorney, regarding legal issues for potential litigation or claims regarding and related to litigation for:
 - a. Main Street Properties, LLC - Red Tree Square
 - b. 625 Moorside

X. GENERAL ANNOUNCEMENTS & FUTURE AGENDA ITEMS REQUESTED

Per Ordinance No. 618, repealing Ordinance No. 593; Section 9: Every agenda shall include an item entry granting a member the opportunity to propose an item for consideration of future agendas for Regular or Special Meetings. Any member may request the inclusion of such items at any meeting

XI. ADJOURNMENT

DECORUM REQUIRED: *Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.*

ACTION BY COUNCIL AUTHORIZED: *The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code § 551.072 (Deliberations about Real Property); § 551.073 (Deliberations about Gifts & Donations); § 551.076 (Deliberations about Security Devices); §551.087 (Economic Development); §551.074 (Personnel Matters) and, § 551.071 to seek the advice of its attorney about pending or contemplated litigation, settlement offer or 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 conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.*

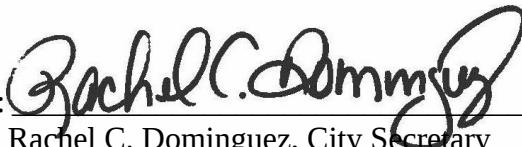
EXECUTIVE SESSIONS APPROVED BY CITY ATTORNEY: *This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to*

satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS:

It is anticipated that members of other city boards, commissions and committees may attend the meeting in numbers that may constitute a quorum of such other city boards, commissions and committees, so that notice is hereby given that the meeting is also a meeting of the other city boards, commissions and committees whose members are in attendance. The members of the other city boards, commissions and committees may participate in discussions which occur at the meeting, but no action will be taken by the other boards, commissions, and committees whose members are in attendance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two (72) hours prior to the meeting on October 3, 2022.

BY: 
Rachel C. Dominguez, City Secretary

ORDINANCE 2022-021(O)

AN ORDINANCE OF THE CITY OF WINDCREST, TEXAS, CITY COUNCIL TO AMEND THE WINDCREST CRIME CONTROL AND PREVENTION DISTRICT FUND OF THE CITY OF WINDCREST, TX. MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022 IN THE AMOUNT OF NOT TO EXCEED \$40,000 FOR THE FUNDING OF PROPERTY ROOM EQUIPMENT

WHEREAS, the City of Windcrest passed their FY 2021-2022 Budget on September 13, 2021; and

WHEREAS, the City of Windcrest Crime Control and Prevention District Board approved to amend their FY 2021-2022 budget in the amount not to exceed \$293,609.40 on December 13, 2021; and

WHEREAS, the Windcrest Crime Control and Prevention District approved a second amendment to their Fiscal Year 2021-2022 budget increasing funding in the amount of not to exceed \$40,000 for funding of property room equipment on August 25, 2022; and

WHEREAS, the City of Windcrest finds the funding is within the primary guidelines in which the Windcrest Crime Control and Prevention District (WCCPD) was set up for and will help relieve and free up the City's general revenue funds for other purposes and the City of Windcrest finds that elimination of various budgeted expenditures will help to relieve and free up the WCCPD's funds for personnel and capital expenditures; and

WHEREAS, the City of Windcrest finds legitimate grounds for the amendments to the budget that are necessary given changes in circumstances since the last budget adoption or amendment; and

WHEREAS, the City of Windcrest finds it necessary to amend the City of Windcrest WCCPD FY 2021-2022 budget in the following line items

Line Item	Name	FY21/22 Approved Budget	1 st Quarter Budget Amendment	4 th Quarter Budget Amendment	Amended Budget
18-500-800	CAPITAL EXPENDITURES	\$293,609.40	\$65,000.00	\$40,000.00	\$398,609.40

WHEREAS, the City of Windcrest Crime Control and Prevention District board finds it necessary to amend the budget line items due to:

- ☐ Unanticipated or unbudgeted income
- ☐ Unanticipated or unbudgeted expenses
- ☐ Unanticipated or unbudgeted shortfall of income
- ☐ Increase / decrease in costs of budgeted expenses

- ☐ Creation / elimination of a budgeted line item
- ☐ Balancing due to multiple changes in income and expenses
- ☒ Other: Purchase of Capital Equipment

WHEREAS, the City of Windcrest City Council finds that the amendments adopted under this resolution are for proper and authorized purposes; and

WHEREAS, the City of Windcrest City Council finds it is in the best interest of its residents and the general public.

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

Section 1. That the City Council of the City of Windcrest does hereby ratify, approve and adopt the amendments to the budget considered for fiscal year of October 1, 2021 to September 30, 2022 as identified in Attachment "A" of this ordinance.

Section 2. That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

Section 3. That this ordinance shall be effective upon passage.

DULY PASSED ON FIRST READING, on the 19th day of September, 2022, at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the 3rd day of October, 2022, at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney



Windcrest Crime Control and Prevention District Agenda Item Memo

DEPARTMENT: Police

REQUESTOR: Darrell Volz

DEPARTMENT HEAD: Darrell Volz

IMPACTED DEPARTMENT/S: Police

SUBJECT: Property Room Remodel

BACKGROUND INFORMATION: The WCCPD Board, followed by city council, approved monies to remodel the property room. It has been determined that we will not need the rolling shelves originally included in the remodel. However, the police department is in the process of becoming accredited with the Texas Police Chiefs Association and there are other things needed to be done to pass inspection for the best practices accreditation.

ISSUE: We need additional monies to completely overhaul the current property room making it more secure and get it to where it will pass the requirements for Texas Police Chiefs Association Best Practices Accreditation.

ALTERNATIVES: Not become accredited.

FISCAL IMPACT: The funding for this project will come out of the WCCPD budget capital expenses and totals approximately \$40,000, to be added to the monies already approved (\$27,734.74)

Pass-Through evidence locker	\$ 13,874.00
Pass-Through construction prep for locker	\$ 12,292.00
Ceiling and lighting construction	\$ 13,585.00
Guns and Drug secure area's (closets)	\$ 19,845.00
	<u>\$ 59,596.00</u>
Money previously approved by WCCPD	<u>\$ (27,734.74)</u>
	<u><u>\$ 31,861.26</u></u>

RECOMMENDATION: Finance has acknowledged that the funding is available in the WCCPD Budget. The police department recommends approval of this request.



Buy Board Contract #638-21

1423 E. Houston St.
San Antonio, Texas 78202
Phone: 210-661-2737 | Fax: 210-661-2705

July 18, 2022

RE: Cost Proposal

**Project: Windcrest Police Department Interior Renovation
Frame property room ceiling and provide and install lights.**

To: Mr. Benjamin Crum

Henock Construction will provide the requested services listed below for a total of: \$13,585.00

Work to Be Performed includes

1. Removal of the existing ceiling grid, tile and light fixtures.
2. New gypsum board ceiling
3. Installation of five (5) new LED light fixtures, Three (3) in the evidence room and one (1) each in both closets.
4. Tape, float, sand, and paint. Color to match existing color finish.

If you have any questions please call me. Thank You for your time and the opportunity.

Thank you,

A handwritten signature in black ink that reads 'Martin Gomez Jr.'.

Martin Gomez Jr.
Henock Construction LLC



Buy Board Contract #638-21

1423 E. Houston St.
San Antonio, Texas 78202
Phone: 210-661-2737 | Fax: 210-661-2705

July 18, 2022

RE: Cost Proposal
Project: Windcrest Police Department Interior Renovation
Closet and Gun Gage

To: Mr. Benjamin Crum

Henock Construction will provide the requested services listed below for a total of: \$19,845.00

Work to Be Performed includes

1. Provide and install gypsum wall board framing for new closet, door, frame and hardware.
2. Provide and install wire mesh security gate.
3. Tape, float, sand, and paint. Color to match existing color finish.

If you have any questions please call me. Thank You for your time and the opportunity.

Thank you,

A handwritten signature in black ink that reads 'Martin Gomez Jr.' in a cursive script.

Martin Gomez Jr.
Henock Construction LLC



Buy Board Contract # 638-21

1423 E. Houston St.
San Antonio, Texas 78202
Phone: 210-661-2737 | Fax: 210-661-2705

July 18, 2022

RE: Cost Proposal

Project: Windcrest Police Department Interior Renovation
Rough cutting opening for pass thru lockers with door relocation

To: Mr. Benjamin Crum

Henock Construction will provide the requested services listed below for a total of: **\$12,292.00**

Work to Be Performed includes

1. Removing an existing door, frame and door hardware to be salvaged and re-used for an owner provided pass thru locker.
2. Remove and relocate door push button and card reader.
3. Removing and relocation of an existing security camera.
4. Removing and relocating existing electrical, data, cable, and switch outlets.
5. Removing of a portion of gypsum wall board, framing, and rubber base for the relocated door, frame and hardware.
6. VCT floor patch and transition at the relocated door location.
7. Tape, float, sand, and paint. Color to match existing color finish.

If you have any questions please call me. Thank You for your time and the opportunity.

Thank you,

Martin Gomez Jr

Martin Gomez Jr.
Henock Construction LLC

Accepted

A blue ink signature, likely of Benjamin Crum, written over the 'Accepted' stamp.

ORDINANCE 2022-022(O)

**AN ORDINANCE OF THE CITY OF WINDCREST
AMENDING THE LEGISLATIVE CALENDAR FOR
FISCAL YEAR 2022/2023.**

WHEREAS, the City of Windcrest City Council regularly meets on the 1st and 3rd Monday of every month at 6:00pm per the City Charter; and

WHEREAS, the City Council recognizes three (3) regular City Council meetings fall on federal and City observed holiday's; and

WHEREAS, the City Council recognizes the December 19, 2022 regular City Council meeting falls during the citywide "Light Up" event; and

WHEREAS, the City Council recognizes the need for City staff to prepare for Fiscal Year 2023/2024 budget presentations and Council budget workshops in June 2023; and

WHEREAS, the City Council finds it is in the best interest of the citizens and good governance to set and adopt this legislative calendar for the upcoming 2022/2023 fiscal year to give notice to the citizens and the community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the City of Windcrest City Council legislative calendar for Fiscal Year 2022/2023, be amended as outlined in "Exhibit A."

This Ordinance shall become effective immediately upon its passage.

DULY PASSED ON FIRST READING, on the 3rd day of October 2022, at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED ON SECOND READING, on the ____ day of October 2022, at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting
CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez City Secretary

APPROVED:

Ryan S. Henry, City Attorney

City Council Legislative Calendar
October 1, 2022 – September 30, 2023

Monday, October 3, 2022 @ 6PM	
Monday, October 17, 2022 @ 6PM	
Monday, November 7, 2022 @ 6PM	
Monday, November 14, 2022 @ 6PM (Special City Council Mtg.)	Public Hearing for amendments to the City of Windcrest Code of Ordinance, Chapter 113 Zoning, Planning and Zoning Commission, Board of Adjustment & Canvass of November 8, 2022 General Election and Charter Special Election
Monday, December 5, 2022 @ 6PM	
Monday, January 9, 2023 @ 6PM	
Monday, February 6, 2023 @ 6PM	
Monday, March 6, 2023 @ 6PM	
Monday, March 20, 2023 @ 6PM	
Monday, April 3, 2023 @ 6PM	
Monday, April 17, 2023 @ 6PM	
Monday, May 1, 2023 @ 6PM	
Monday, May 15, 2023 @ 6PM	
Monday, July 17, 2023 @ 6PM	
Monday, August 7, 2023 @ 6PM	
Monday, August 21, 2023 @ 6PM	CC Public Hearing for FY 23/24 Budget and Tax Rate

Monday, September 18, 2023 @ 6PM

Adoption of FY 23/24 Budget & Tax Rate Public Hearing/'s w/ City Council

TARGET FY 23/24 BUDGET CALENDAR

- **MAY: GOAL SETTING WORKSHOP W/ CITY COUNCIL FOR FY 23/24** – Monday, May 8 @ 9AM
 - Council to identify priorities for City Staff to allocate funding in FY23/24 budget
 - Council to identify initiatives to fund for FY23/24
- **JUNE: City Manager & Department Head FY23/24 Budget Development for July Budget Workshops** – No CC Meetings
- **JULY 12, 13 AND 14 (IF NEEDED): BUDGET WORK SESSIONS W/ CITY COUNCIL & DEPARTMENT HEADS FOR FY23/24**

CANCELED CITY COUNCIL MEETINGS - CITY OBSERVED HOLIDAYS

- November 21, 2022 CCM canceled due to Thanksgiving Observed Holiday
- December 19, 2022 CCM canceled due to City of Windcrest Light Up Festivities
- January 2, 2023 CCM canceled due to city observed holiday: New Year's Day
- January 16, 2023 CCM canceled due to city observed holiday: Martin Luther King Day
- February 20, 2023 CCM canceled due to city observed holiday: Washington's Birthday
- July 3, 2023 CCM canceled due to City of Windcrest preparation of July 4th celebration event
- September 4, 2023 CCM canceled due to city observed holiday: Labor Day

RESOLUTION 2022-553(R)

A RESOLUTION APPROVING THE DONATION OF THE WINDCREST FIRE DEPARTMENT 2012 CHEVY TAHOE UTILITY TRUCK # 187 TO THE MEDICAL DIRECTION PROGRAM WITH THE OFFICE OF THE MEDICAL DIRECTOR AT THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER OF SAN ANTONIO (UTHSCSA) FOR USE BY THE MEDICAL DIRECTOR AS A SCENE RESPONSE TRUCK AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE ANY DOCUMENTS OR AGREEMENTS NECESSARY TO FACILITATE SAID DONATION.

WHEREAS, the Windcrest Fire Department has retired Utility Truck #187, a 2012 Chevy Tahoe from their fleet due to costing repairs needed; and

WHEREAS, the donation will serve the medical direction program with the Office of the Medical Director at the University of Texas Health Science Center of San Antonio (UTHSCSA) by providing the Medical Director to use it for scene response and allow the Medical Director to provide online medical directions, perform quality assurance provide real-time teaching and respond to large or unique incidents for the City and community; and

WHEREAS, the City has determined it is in the best interest of the community to donate the vehicle to the UTHSCSA for the use identified herein; and

WHEREAS, the City will enter into an agreement with UTHSCSA to facilitate the donation; and

WHEREAS, the City finds that said donation serves a public purpose as the donation will assist to improve the care provided to citizens and benefit the community as a whole.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.
2. The City of Windcrest approves the donation of the Fire Department Utility Truck #187, a 2012 Chevy Tahoe to the Medical Direction Program with the Office of the Medical Director at the University of Texas Health Science Center of San Antonio (UTHSCSA) for use by the Medical Director as a scene response truck.
3. UTHSCSA will accept the delivery of the City of Windcrest Utility Truck #187, a 2012 Chevy Tahoe as-is.
4. The City of Windcrest will execute documents needed to facilitate the transfer of the title of Utility Truck #187 to UTHSCSA and remove it from the City's fleet inventory.

5. UTHSCSA will be responsible for all maintenance and insurance under the UTHSA Department of Emergency Medicine and cover all costs related to the transfer and subsequent use.
6. UTHSCSA will add a decal on the rear window stating “Provided by” or “Donated by” Windcrest Fire Department utilizing the City of Windcrest Fire Department logo.
7. The City Council hereby authorizes the City Manager to execute any necessary documents and/or agreements to facilitate the donation and to accomplish the intent of this authorization.

DULY PASSED AND APPROVED, on the 3rd day of October, 2022 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov’t. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney



Request for Council Action

DEPARTMENT: Fire Department

REQUESTOR: R. Weidenbach

DEPARTMENT HEAD: Ivan Hernandez

IMPACTED DEPARTMENT/'S: (if applicable): N/A

SUBJECT: Chevy Tahoe Fire Department (Utility 187)

BACKGROUND INFORMATION:

Utility 187 is a 2012 Chevy Tahoe that was retired from the police department and given to the fire department for a command vehicle in approx. 2018. This vehicle was moved to the Utility for going to classes and meetings for the fire department when the F150's were purchased. Utility had approx. \$20,000 put into it for repairs between 2019-2021.

ISSUE:

The AC has stopped working and needs to be replaced. We currently have squad 187 that we use to send firefighters to meetings, classes in. Our medical director with UTHSCSA was looking for a vehicle to be able to obtain so he is able to respond to medical/fire calls in our response area in.

ALTERNATIVES:

As an alternative, City Council could not take action on the City's recommendation and sell the vehicle. Which would not allow our medical director to respond to calls with our firefighters/medics.

FISCAL IMPACT:

No fiscal impact if we donate the vehicle to UTHSCSA for our medical director

RECOMMENDATION:

The City recommends City Council approval to donate the vehicle to UTHSCSA as is and UTHSCSA will take all responsibilities to keep the vehicle running and use for our medical director. They will also leave the fire department patch on the vehicle and have something that says donated by Windcrest.



To whom it may concern,

Thank you for the offer to provide support to our medical direction program with the Office of the Medical Director by providing a response truck for Dr. Everitt to use for scene response. This capability allows Dr. Everitt to provide online medical directions, perform quality assurance, provide real-time teaching, respond to large or unique incidents, and at times perform physician-level skills. The members of the community have and will continue to benefit from giving Dr. Everitt response capabilities to the community.

UT Health San Antonio will take delivery of the vehicle as-is. We will transfer the title to the University to allow for insurance and maintenance to be covered under UTHSA Department of Emergency Medicine. We will cover any cost related to this transfer. UTHSA would like to add decal to the rear window stating "Provider by" or "Donated by" Windcrest Fire Department (Department Logo).

Again, we thank you for your support of your Medical Director. Our goal is to continue to improve the care provided to the citizens and this asset will help in that mission.

RESOLUTION 2022-554 (R)

A RESOLUTION AUTHORIZING A ONE YEAR PROFESSIONAL SERVICES AGREEMENT FOR AMBULANCE AND EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES WITH LONE STAR AMBULANCE SERVICE 1, LLC d/b/a ALLEGIANCE MOBILE HEALTH FOR AN EFFECTIVE DATE OF OCTOBER 1, 2022.

WHEREAS, the City of Windcrest's current contract with Lone Star Ambulance Services 1, LLC d/b/a expires on September 30, 2022 and is in need to enter into an ambulatory service agreement for emergency and non-emergency medical services to serve the community; and,

WHEREAS, the City of Windcrest and Lone Star Ambulance Service 1, LLC d/b/a Allegiance Mobile Service desire to continue their relationship for ambulatory and emergency and non-emergency medical services and enter into a new agreement commencing October 1, 2022 through September 30, 2023;

WHEREAS, the City of Windcrest City Council finds it in the best interest of the community to approve said agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that:

1. The one-year professional services agreement for ambulance, emergency and non-emergency medical services with Lone Star Ambulance Service 1, d/b/a Allegiance Mobile Health is hereby approved.
2. The proposal from Lone Star Ambulance Service 1, LLC d/b/a Allegiance Mobile Service is hereby accepted in the amount not to exceed \$131, 700.00 for Fiscal Year 2022/2023 commencing on October 1, 2022.
3. The City Manager is authorized to negotiate and execute the contract on behalf of the City.

DULY PASSED AND APPROVED, on the 3rd day of October, 2022 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

Pending CC Approval

AN AGREEMENT FOR AMBULANCE AND EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of October, 2022, by and between Lonestar Ambulance Service 1, LLC d/b/a Allegiance Mobile Health and The City of Windcrest, Texas ("City"), effective October 1, 2022, (the effective date).

RECITALS:

- A. **Allegiance** and its subsidiaries herein referred to as "Ambulance Service" are the owner and operator of certain emergency and non-emergency medical care vehicles and equipment designed to provide emergency and non-emergency medical care and assistance and has in its employ, trained personnel whose duties are related to the use of such vehicles and equipment and to the equipment and to the provision of emergency and non-emergency medical services.
- B. City desires to contract with **Allegiance** and its subsidiaries to provide emergency and non-emergency medical services to its citizens.
- C. **Allegiance** and its subsidiaries desire to contract with City to provide emergency and non-emergency medical services to citizens of Windcrest.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Unit Availability, **Allegiance** shall provide the services of one (1) MICU (mobile intensive care unit) ambulance 24/7/365.
- 1.2 ALS, Advance Life Support as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003)
- 1.3 BLS, Basic Life Support as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003)
- 1.4 First Responder Organization, A group or association of certified emergency medical services personnel that working in cooperation with a licensed emergency medical services provider, provide immediate on-scene care to ill or injured persons but does not transport those persons, as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003).
- 1.5 MICU, Mobile Intensive Care Unit as defined in the Texas Emergency Medical Service Act (Health and Safety Code, §773.003)

ARTICLE II

DESCRIPTION OF SERVICES AND SERVICE AREA

2.1 Scope of Agreement. During the term of this Agreement, **Allegiance** on an exclusive basis agrees to furnish ambulance, emergency and non-emergency medical services, as set out herein to the residents of Windcrest, Texas. These services shall be rendered by **Allegiance** to all areas located inside the boundaries of City of Windcrest, but shall not be limited to the same. The service area under this Agreement shall be designated as, but not limited to, the geographic area depicted by the map attached hereto as Exhibit A. This Agreement addresses both emergency 911 service and non-emergency patient transfers.

2.2 Provision of Services. Without limiting its obligation to provide good quality ambulance emergency and non-emergency medical services under this Agreement, **Allegiance**. agrees to follows:

Allegiance. shall manage all day-to-day operations, including field operations, billing, collections, purchasing and other operational functions. **Allegiance** shall negotiate all mutual aid agreement, maintain all facilities and equipment, hire/terminate and provide or arrange for in-service training of all field personnel, propose and provide justification for rate changes, manage all billing and collection functions, solicit in good faith the recommendations of City, the public and other healthcare facilities operating within City of Windcrest in providing emergency and non-emergency medical service, and generally manage all aspects of the ambulance system operations.

ARTICLE III

RESPONSIBILITIES OF ALLEGIANCE.

3.1 Prime Responsibilities of Allegiance expressly agrees to manage the actual delivery of ambulance, emergency and non-emergency medical services to the service area. City is interested only in the results obtained under this agreement; subject to the requirements placed upon **Allegiance** by this agreement, the manner and means of providing the services are under the sole control of **Allegiance**. The following list contains **Allegiance** primary responsibilities only to be provided at **Allegiance** cost and expense. Numerous ancillary functions are also **Allegiance** responsibility, at its cost and expense, such as compliance with insurance requirements, personnel recruitments, disaster readiness, inventory control, etc.

- a. Employ and manage all ambulance personnel; require that ambulance meet State requirements for licensure and certifications;
- b. Provide adequate opportunity for employee and volunteer in-service training sufficient to meet State recertification requirements and clinical standards;
- c. Provide all necessary and appropriate backup vehicles and equipment;

- d. Furnish all fuel, lubricants, vehicle/equipment repairs and disposable medical supplies;
- e. Develop, negotiate and maintain hospital/ambulance policies, patient “exchange” policies and fire department post relationships where appropriate;
- f. Maintain good working relationships with area law enforcement agencies;
- g. Provide the public with information concerning **Allegiance** services;
- h. Conduct all billing and collection activities and procedures; however, **Allegiance** shall not delay or deny treatment or transport due to patient’s inability to pay;
- i. Interface with appropriate State and local 911 dispatching agencies;
- j. Ensure professional conduct and appearance of all office and field personnel;
- k. Work out mutually beneficial support agreements with neighboring ambulance services;
- l. Provide training to First Responder and Volunteer Fire/Ambulance personnel on EMS system policies, procedures and proper equipment usage;
- m. Maintain State and local vehicle permits and personnel certifications and the State provider’s licensure;
- n. **Allegiance** shall carry equipment in each vehicle necessary for the treatment and transportation of children; and
- o. Maintain and pay for all telephone listings and/or advertising

3.2 Rights and Responsibilities of Field Personnel. **Allegiance** shall ensure that professional field paramedics shall have a direct linkage on a real time basis to those physicians who are empowered to oversee clinical policy and procedure. This direct linkage and personnel responsibility applies to compliance of vehicles, on-board equipment and collection and recording of primary data. Personnel are prohibited from operating equipment that is substantially out of compliance with system standards. Personnel are prohibited from falsifying or omitting data from reports.

3.3 Professional Skills and Training of **Allegiance** Personnel. All of **Allegiance** personnel are required to attend training sessions as required by State and Federal Law, rules and regulations dealing with the certification and regulations of professional field paramedics. **Allegiance** is responsible for ensuring that all field personnel working in the system possess appropriate understanding of the ambulance service system.

3.4 Work Schedules and Working Conditions. **Allegiance** is required to utilize reasonable working schedules, shift assignments and to provide adequate working conditions. **Allegiance** is expected to ensure that field personnel working extended shifts part-time jobs or overtime, will not negatively affect patient care. **Allegiance** must comply with all State and Federal wage and labor laws.

3.5 Use of Mutual Aid Providers to Meet Unit Availability Requirements. **Allegiance** may arrange and utilize mutual aid agreements with neighboring EMS providers and may utilize services furnished by such neighboring providers toward fulfillment of **Allegiance**. Unit Availability requirements under this agreement. If any compensation to the neighboring provider is agreed to, it is the responsibility of **Allegiance** to provide such compensation.

3.6 Character and Competence of Employees. All persons employed by **Allegiance** in the performance of work under his Agreement shall be competent and hold appropriate valid permits for their professions as required by State and Federal law, rules and regulations. It is understood and agreed that **Allegiance** shall abide by all recognized and customary procedures and standards for patient care and ambulance maintenance and also abide by all rules and regulations for patient care and ambulance maintenance.

3.7 Professional Conduct and Dress. **Allegiance** agrees that its employees and agents will provide courteous and professional conduct and appearance at all times. The ambulance service personnel shall have an adopted uniform to be worn when on duty. Uniform styles shall be determined by **Allegiance**. Name tags and level of training patches shall be worn by personnel. To the extent permitted by law, **Allegiance** is responsible for requiring its employees to undergo blood and urine test to determine the presence of infectious disease or illegal drug use. Meeting requirements under OSHA regulations are the responsibility of **Allegiance**.

3.8 Key Personnel. **Allegiance** shall furnish the personnel identified in its bidder's proposal and throughout the term of the Agreement. **Allegiance** shall be expected to continue to furnish the same personnel or replacement personnel with equal or superior qualifications.

3.9 Standards for Vehicle and Equipment Maintenance.

a. Equip each emergency ambulance with all required equipment and supplies for MICU operations as required by the Texas Department of State Health Services.

b. All motor vehicles used for the purpose of providing ambulance service hereunder, shall be designated to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean, sanitary and good mechanical condition at all times in compliance with any applicable State and Federal standards, rules and regulations for ambulances.

c. All mechanical, safety and special equipment shall be subject to inspection at any reasonable time by representatives of City.

d. No ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately and properly repaired.

ARTICLE IV

PAYMENTS AND FEES

4.1 Fees. The City agrees to pay each one-year period in twelve (12) equal payments of \$10,975.00. The following annual amounts are as follow:

10/01/2022 to 09/30/2023 : \$131,700

4.2 Charges for Patient Services. Charges for Patient Services provided under this agreement for the first year are attached hereunto in "Exhibit B".

4.3 Effect of Changes in Federal Reimbursement Guidelines/Disruption in flow or reimbursement or revenue as related to events beyond the control of either parties (i.e. terrorist acts). City and **Allegiance** accept and acknowledge that the Federal Government may change the Federal Reimbursement Guidelines for compensation for ambulance services that will affect the reimbursement for **Allegiance** for Medicaid and Medicare patients. If the changes are to such extent that **Allegiance** gross revenue is adversely affected by fifteen percent (15%) or more of its previous years revenue, **Allegiance** will have the right to bring the issue to City during the period allowed for an annual adjustment to increase in the annual subsidy. If City refuses to adjust the subsidy, **Allegiance** will have the right to terminate this contract, without penalty, subject to the provisions under Paragraph 6.4.

4.6 Changes Due to Other Circumstances. City and **Allegiance** agree to appropriately negotiate changes to this Agreement in the event that circumstances beyond the control of either party (national disaster, terrorist activities, etc.) adversely prevent the Parties from fulfilling their obligations as described in this Agreement.

4.7 Termination The City may terminate this Contract at any time, with or without cause, upon **forty-five (45)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.

a. If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.

ARTICLE V

REPORTS & ACCOUNTING

5.1 **Allegiance** at its cost and expense, shall provide and deliver in writing, to City the following operational information:

a. A monthly summary of **Allegiance** number of calls within the service area by volume and nature.

5.2 Data Collection and Reporting Required. **Allegiance** data collection and reporting systems shall meet the following minimum standards, which reports shall be furnished and delivered, in writing to City at least monthly or upon request.

a. For each request for ambulance service, communications personnel shall complete approved dispatch documentation;

b. For each call on which an ambulance was dispatched, but where no patient was transported, **Allegiance** personnel shall complete a report;

c. For each patient transported, **Allegiance** ambulance personnel shall complete a approved patient report form consistent with provider licensure requirements;

d. **Allegiance** shall furnish to all employees approved "Incident Report Forms" and shall require employees to utilize such forms;

e. **Allegiance** shall furnish to its employees approved "Equipment Failure Report Forms," and shall **utilize** such forms in conjunction with **Allegiance** maintenance program;

f. **Allegiance** shall see that all **Allegiance** employees are appropriately certified, as required by law, regulation, rule or ordinance at both State and local levels and keep records of participation in quality assurance and in-service training programs; and

ARTICLE VI

TERM & TERMINATION

6.1 Term of Agreement and Renewal Provisions. This Agreement shall commence on the Effective Date of this Agreement and continue for a period of one year (the "Initial Period"). Parties may automatically extend this agreement under the terms for additional one (1) year periods upon the parties mutual agreement.

6.2 Termination upon application of Paragraph 4.3. In the event **Allegiance** elects to terminate this contract under Paragraph 4.3, **Allegiance** will notify City forty-five (45) days prior to the termination date. **Allegiance** will make a good faith effort to assist City in locating another provider, provide such information necessary for any potential

provider to make a decision to accept a contract with City (subject to safeguards for confidential matters) and assist in the transfer of service.

ARTICLE VII OTHER PROVISIONS

7.1 Insurance requirements. **Allegiance** at its cost and expense, shall furnish in writing proof of coverage for the insurance requirements stipulated below. No ambulance shall be operated by **Allegiance** unless there is insurance coverage in full force and effect, which insurance coverage provided for at least the following:

a. Public liability insurance in an amount not less than one million dollars (\$1,000,000) for each injury to or death of each person; all such insurance coverage to apply to claims arising out of the operations of the ambulance service authorized by this contract.

b. Public liability insurance in an amount not less than two million dollars (\$2,000,000) as general aggregate limits; all such insurance coverage to apply to claims arising out of the operations of the ambulance service authorized by this contract.

c. Uninsured motorist coverage in an amount of five hundred thousand dollars (\$500,000) to the bodily injury liability limits set forth in subsection (a) above.

d. Certificates or Insurance for the policies required herein shall be provided to City, in writing prior to commencing operations and thereafter upon request.

e. Every insurance policy required shall extend for the period to be covered by the license granted **Allegiance** for the ambulance service and the insurer shall be obligated to give not less than thirty (30) days written notice to City before any cancellation or other termination of any such policy earlier than its termination date.

f. The cancellation or the termination of any policy required herein shall automatically revoke and terminate the agreement for ambulance service granted by City unless another insurance policy complying with the insurance section provisions is provided in full force and effect at the time of such cancellation.

g. Each insurance policy required herein shall name as additional insured the following: City of Windcrest, Texas including The City's Officers and Employees.

h. **Allegiance** shall indemnify and save harmless the City of Windcrest and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type or description including without limiting the generality of the foregoing all expenses of litigation, court costs, attorney's fees for injury or death to any person or injury to any property, received or sustained by any person or persons or property arising out of the occasioned by the acts of **Allegiance** its officers, agents or employees in the execution of performance of this contract.

7.2 Disaster Assistance. During a declared disaster, locally or in a neighboring jurisdiction, **Allegiance** shall follow the County's Emergency Management Plan and commit such resources as are necessary and appropriate, given the nature of the disaster. **Allegiance** shall be exempt from unit availability standards during periods of defined disasters. When the disaster assistance has been terminated, **Allegiance** shall resume normal operations as rapidly as is practical.

7.3 Outside Work. **Allegiance** shall not be prohibited from doing other work provided the services do not detract from **Allegiance** responsibilities and contractual commitments under this contract or to City. **Allegiance** and its employees shall not engage in any activities that violate any Federal, State and local law regulations or ordinance, this contract, or any activity that brings discredit to **Allegiance** and/or City.

7.4 Allegiance Medical Director. **Allegiance** Medical Director shall be responsible for purposes of State and Federal requirements and also this contract, for paramedic provider organizations, for purchasing of controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

7.5 Compliance with Applicable Laws, Rules and Regulations Required. All services furnished by **Allegiance** shall be rendered in full compliance with all applicable Federal, State and local laws, rules and regulations and ordinances. It shall be **Allegiance** role responsibility to determine which laws, rules, regulations and ordinances apply to the services rendered under this Agreement and to maintain compliance at all times. For example: Under Title VII of the Civil Rights Act of 1964, no person shall, on the ground of race, color, sex, national origin or religion be discriminated against. This Agreement is subject to the requirements of the Title VII of the Civil Rights Act of 1964 and all Federal statutes and State regulations with respect to equal employment opportunities. **Allegiance**. agrees to comply with all Federal and State anti-discrimination laws.

7.6 Compliance with Abuse Regulations. **Allegiance** must also comply with the Texas Department of Human Services regulations concerning the prompt reporting of any suspected abuse of a child or elderly person.

7.7 Emergency Management and Mutual Aid. **Allegiance** agrees to accept responsibilities for duties assigned by City and the Emergency Management Director of the County. **Allegiance** shall enter into mutual aid agreements with other surrounding area EMS services to assure the prescribe level of response and service under both routine conditions and catastrophic events.

7.8 Cooperation with other EMS providers. To the extent allowed by law, **Allegiance** agrees to exchange appropriate and pertinent information with other EMS providers, including service areas and primary location and number of ambulances available for immediate response.

7.9 Permits. **Allegiance** shall be the holder of the State ambulance license and of the State and local vehicle permits to be used in the performances of this contract. **Allegiance** shall make all necessary payments for licenses and permits for the ambulance operations. **Allegiance** shall furnish City with proof of such licenses or

permits. **Allegiance** shall be responsible for verifying that its employees' State and local certification if applicable are in order and current at all times.

7.10 Audits and Inspections. At any time during normal business hours and as often as may be necessary, City representatives may observe **Allegiance** operations and **Allegiance** shall make available to City for its examination any information with respect to all matters covered by the Agreement.

7.11 No Estimated Business Volume. City makes no representations concerning the number of emergency and non-emergency calls or transports, quantities or length of long distance transfer service or frequency or special events coverage, which will be associated with this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Independent Contractor. **Allegiance** shall perform this Agreement as in independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed to constitute **Allegiance** as the agent, employee or representative of City. The manner and method of completing the work undertaken by **Allegiance** shall be determined by its sole discretion.

8.2 Governing Law. This agreement is performable in the City of Windcrest, Texas and shall be subject to and governed according to the laws of the State of Texas, irrespective of the fact that either party is or may become a resident of another state. Both parties agree the venue for legal proceedings shall be in Bexar County, Texas.

8.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

8.4 Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be considered null and void.

8.5 Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs and expenses related to such action.

8.6 Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

8.7 Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed or by a nationally recognized overnight courier service to the following addresses:

**Lonestar Ambulance Service 1 dba
Allegiance Mobile Health
1702 N. Lexington BLVD
Corpus Christi, Texas 78409
Attention: Daniel Gillespie
Chief Operating Officer**

**City of Windcrest
8601 Midcrown Dr
Windcrest, Texas 78239
Attention: Rafael Castillo,
City Manager**

The notification addresses listed above can be changed by either party with proper notice as listed above.

8.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Agreement shall be valid unless writing and signed by each of the parties hereto.

8.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

8.10 Execution by Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by facsimile and shall be deemed effectively executed upon the receipt by both parties hereto of the last page of this Agreement duly executed by the other party. Each party to this Agreement agrees to deliver two (2) original, inked and signed Agreements within two (2) days of faxing the executed last page hereof.

8.11 Dispute Resolution. If a dispute arises between the parties in connection with this agreement, the parties agree to meet within 10 days of notice of the dispute in an attempt in good faith to negotiate a resolution of the dispute. If a resolution of the dispute is not achieved within 20 days of the meeting, either party may request mediation. The mediation shall be conducted by a mutually acceptable neutral person not affiliated with either of the parties, with such mediation to occur within 40 days after the original dispute notice. If the mediation fails to settle the dispute, either party may seek appropriate legal action to resolve the dispute (provided that interim or provisional relief such as a temporary restraining order, preliminary injunction or other equitable relief may be sought during the resolution process).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

LoneStar Ambulance Service 1 dba

City of Windcrest, Texas

Allegiance Mobile Health

Daniel K. Gillespie, Regional President

Honorable Dan Reese, Mayor

ATTEST:

APPROVED AS TO FORM

Rafael Castillo, Jr.
City of Windcrest City Manager

City of Windcrest City Attorney

RESOLUTION 2022-555(R)

A RESOLUTION OF THE OF THE WINDCREST CITY COUNCIL APPROVING THE CAPITAL PURCHASE OF A 2023 FORD F250 IN THE AMOUNT NOT TO EXCEED \$59,645 FOR USE BY THE WINDCREST PUBLIC WORKS DEPARTMENT

WHEREAS, the Public Works Department needs to replace a 1999 Ford F-150 that was removed from their fleet in Fiscal Year 2019/2020 and has been short a vehicle in their fleet; and

WHEREAS, the City Council incorporates and adopts the findings contained in the staff report submitted concerning the inventory shortage of FORD F-150 trucks, recommending the purchase of a 2023 FORD F-250 to replenishing the Public Works fleet inventory to full capacity; and

WHEREAS, the City Council finds that the proposed contract for a fully equipped 2023 F250 SRW XL 4WD Crew Cab with Caldwell Country Ford was obtained through a Buyboard Bid Contract 601-19 is authorized as a proper source of procurement under Texas law from which all contracts available from such source have been awarded by virtue of a public competitive procurement process; and

WHEREAS, the City Council has determined the purchase of a new 2023 F250 SRW XL 4WD Crew Cab is in the best interest of the city and Public Work to complete city projects.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that:

1. The City Council hereby authorizes the City Manager to purchase a 2023 F250 SRW XL 4WD Crew Cab from Caldwell Country Ford as attached to this resolution (Exhibit A) and execute any necessary contracts to accomplish the intent of this authorization.
2. The City Council authorizes the expenditure of funds in the amount not to exceed \$59,645.00 General Fund Public Works Capital fund (1-530-816).

DULY PASSED AND APPROVED, on the 3rd day of October, 2022 at a regular meeting of the Windcrest City Council, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary
APPROVED:

Ryan S. Henry, City Attorney

Pending CC Approval



Request for Council Action

DEPARTMENT: Public Works

REQUESTOR: Chris Gamboa

DEPARTMENT HEAD: Chris Gamboa

IMPACTED DEPARTMENT/'S: (if applicable): Capital

SUBJECT: New Truck F-250 for Public Work

BACKGROUND INFORMATION:

During FY 22-23 budget process City Council approved \$36,000.00 to purchase new F-150 truck for Public Works. This item was requested for the past 2 years in FY 21-22 and FY 20-21 and as a part of the CIP plan. This request is to replace 1999 Ford F-150, 120,980 miles that was totaled by an accident in FY 19-20.

ISSUE:

Ford has sold out of F-150 for 2023. None of the F-150 in stock are available. The only trucks available to order is the F-250 and F-350's that can be ordered next month. All orders will be accepted on October 17, 2022 and will last for 24 hours. Usually, during the 24-hour window all trucks will be sold, and the next available window will be open again in October 2023.

ALTERNATIVES:

- Not to approve Ford F-250
- Approve to order Ford F-250

FISCAL IMPACT:

Expenditure Line Item 01-530-816 - \$59,645.00

RECOMMENDATION:

Staff recommends approving Ford F-250.

CALDWELL COUNTRY FORD

PO BOX 72 ROCKDALE, TX 77836 27-3037856

BUYBOARD 601-19

QUOTE #CC223723

End User: CITY OF WINDCREST

Caldwell Rep: CHRIS COLLINS

Contact: NATALIA WITMER 210-655-0022 EXT 2820

Phone/fax: 979-567-6129

Phone/email: NWITMER@WINDCREST-TX.GOV

Date: Friday, September 2, 2022

Product Description: FORD F250

email: chris@caldwellcountry.com

A. Bid Series: 125

A. Base Price: \$ 59,245.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W2B	2023 F250 SRW XL 4WD CREW CAB	INCL	43B	REAR WINDOW DEFROST	INCL
	SWB- 6.75' BED	INCL	924	PRIVACY GLASS	INCL
996	ENGINE: 6.2L V8 GAS	INCL	913	SYNC 3 COMMUNICATIONS	INCL
44S	6 SPEED AUTOMATIC	INCL	43C	110V/400W OUTLET IN DASH	INCL
600A	ORDER CODE 600A XL	INCL	76R	REVERSE SENSING SYSTEM	INCL
90L	POWER EQUIPMENT GROUP	INCL		POWER LOCKS/WINDOWS/KEYLESS	INCL
52B	TRAILER BRAKE CONTROLLER	INCL		FULL VINYL FLOORING	INCL
X3E	ELECTRONIC LOCKING 3.73 RATIO	INCL		SHORT BED	INCL
52S	CRUISE CONTROL	INCL		REAR STEP BUMPER	INCL
96V	XL VALUE PACKAGE	INCL		OEM TRAILER TOW PKG	INCL
18B	PLATFORM RUNNING BOARDS	INCL		REAR VISION CAMERA	INCL
Total of B. Published Options:					\$ -

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

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		Z1-OXFORD WHITE	EXT COLOR
		1S-MED EARTH GRAY 40/20/40 SEATING	INT COLOR
		2023 ORDER- LATE AVAILABILITY	DELIVERY
		Q 4 2022 - Q2 2023	
		ORDER BANK OPENS 10/17/22	

Total of C. Unpublished Options: \$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

INCLUDED \$ -

E. UPFITTERS

\$ -

F. Manufacturer Destination/Delivery:

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

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

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 0 miles INCLUDED

\$ -

K. Subtotal:

\$ 59,245.00

L. Quantity Ordered 1 x K =

\$ 59,245.00

M. Trade in:

\$ -

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE::

\$ 59,645.00

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.



Nathan Oscarson
Commercial and Government Sales

16800 Executive Plaza Dr
Dearborn, MI 48126

Dear Valued Government Partner:

First, I'd like to thank you for your continued support over the years as we have worked together to provide for the vehicle needs of our communities. We have always tried to place our government partners first in all our decision making.

As you know, this past year has presented an extremely challenging environment for the global automotive industry due to the continuing global microchip shortage, major disruptions in the supply chain due to the war in Eastern Europe and other factors and the lingering impact of Covid. This unprecedented combination of events has contributed to logistical challenges and unpredictable manufacturing plant downtime. Given the high order submissions and unforeseen plant downtime, we will not be able to build all the unscheduled 2022 MY vehicles currently in the Government order bank. We will be prioritizing all 2022 MY vehicles that have been Purchase Order verified and re-submitted as a 2023 MY. Please work with your dealership contact to verify which orders will need to be carried over from one year to the next.

Compounding matters, we are experiencing record inflation, greater than at any time in the last forty years. Inflation, as well as significant impacts on raw material costs are affecting new vehicle pricing. Given these circumstances, we will not guarantee price protection on unscheduled 2022 MY orders that are re-entered into the 2023 MY order bank. We appreciate your understanding as we work through these challenging times, and you can be assured that we are closely monitoring such global events and will communicate any implications beyond the 2023 MY at the appropriate time.

Please contact your dealership representative for complete details. Thank you again for your loyalty and support of the Ford brand.

Sincerely,

Nathan Oscarson

National Government Sales Manager

RESOLUTION 2022-556(R)

A RESOLUTION OF THE OF THE WINDCREST CITY COUNCIL APPROVING A PURCHASE ORDER WITH ASSOCIATED SUPPLY COMPANY, INC. FOR A 2023 CASE 580SN BACKHOE TO BE PAID OVER A TERM OF 5 YEARS OR LESS FOR USE BY THE WINDCREST PUBLIC WORKS DEPARTMENT.

WHEREAS, the City Council finds the Windcrest Public Works Department is in need to replace the existing 2004 Cat 420D Backhoe; and,

WHEREAS, the City Council finds it is fiscally responsible to purchase a new backhoe instead of continuing to repair the 2004 Cast 420D Backhoe which is no longer under warranty; and,

WHEREAS, the City Council incorporates and adopts herein the findings contained in the staff report submitted concerning recommendation of such cost of maintenance and replacement of parts has become unjustifiable; and

WHEREAS, the City Council finds that the proposed purchase order for a fully equipped 2023 Case 580SN Backhoe with Associated Supply Company, Inc. was obtained through the Buy board Contract 597-19, authorized as a proper source of procurement under Texas law and from which and all contracts available from such source have been awarded by virtue of public competitive procurement process; and

WHEREAS, the City Council has determined the purchase of a new fully equipped 2023 Case 580SN Backhoe is in the best interest and safety of the City to facilitate the Public Works Department to complete City projects requiring the use of a backhoe.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that:

1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.
2. The City Council hereby authorizes the City Manager to enter into a 5 year lease agreement with Associated Supply Company, Inc. for a 2023 CASE 580SN Backhoe as reflected in Exhibit A and execute any necessary contracts to accomplish the intent of this authorization.
3. The City Council authorizes the expenditure of funds in the amount not to exceed \$130,500.00 for the total lease agreement for a period of five (5) years or less funded from the Garbage Fund (02-500-800) as part of the Public Works Fleet CIP Improvement Plan for Fiscal Year 2022/2023.

DULY PASSED AND APPROVED, on the 3rd day of October, 2022 at a regular meeting of

the Windcrest City Council, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney



Request for Council Action

DEPARTMENT: Public Works

REQUESTOR: Christopher Gamboa

DEPARTMENT HEAD: Director of Public Works

IMPACTED DEPARTMENT/'S: (if applicable):

SUBJECT: Case Loader

BACKGROUND INFORMATION:

Purchasing or leasing of a new 2023 Case 580SN Loader for Public Works to replace of outdated Loader.

ISSUE:

The use of this equipment will be utilized to move different debris from and to the yard, pick up materials throughout city and in the yard as needed to complete the daily task on job improvements. The different areas being used at is in parks, streets, storm drains, and alleys improvements and repairs.

ALTERNATIVES:

Leasing with the option to purchase will replace the outdated 2004 Cat 420D Loader.

FISCAL IMPACT:

Funded by Garbage Fund, line item 02-500-800. This is a CIP improvement plan for Public Works Fleet for fiscal year 2022-2023. This equipment EPA Spring of 2023.

RECOMMENDATION:

Resolution with a 5-year lease purchase.

BuyBoard Quote**ASSOCIATED SUPPLY COMPANY, INC.**

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: Associated Supply Company, Inc.
 1920 SE Loop 410, San Antonio, TX 78220
Phone: 210-333-8000
Fax: 210-333-6137

Prepared By: Jeremy Pfenninger
Mobile: 210-305-3230
Email: jeremy@ascoeq.com

Date Prepared: 7/14/2022

Government Agency: City of Windcrest

Ship To: City of Windcrest
 8601 Midcrown Dr
 Windcrest, Tx 78239

Bill To: City of Windcrest
 8601 Midcrown, dr
 Windcrest, Tx 78239

Contacts' Name: Chris Gamboa
Email: cgamboa@windcrest-tx.gov

Phone: 210-655-0022
Fax: 210-655-8776

Product Description: NEW CASE 580SN Backhoe

BuyBoard Contract: 597-19

I. Price List Dated: 7/14/2022

Base Price: \$ 158,177.00

II: Base Bid Options (Itemized Below)

1 Cab Plt PDH Pkg	\$ (5,000.00)
4wd Powershif H Type Trans	\$ 4,609.00
12.5/80x18 10PR Front Tires	\$ 1,089.00
Combo direct Rear Hydraulics/ Ehoe	\$ 1,013.00
Heavy Front Counterweight E Hoe	\$ (819.00)
Pilot Controls with Powerlift	\$ 3,611.00
Mechanical Quick coupler	Included
Flip over Combo Stabilizer Pads	\$ 890.00
Ride Control/Comfort Steer/3rd spool PKG	\$ 3,353.00
82" Long Lip Bucket with Edge	\$ 3,287.00
Cab LH Door with heater and A/c	\$ 9,899.00
SUB-TOTAL:	\$ 21,932.00

Premium Air Suspension Seat	\$ 925.00
LED Light Pkg	\$ 941.00
Dual Battery	Included
Sitewatch Telematics	Included
24" Bkt (Pin on)	\$ 1,500.00
3yr/3000hr Premier Warranty	Included
SUB-TOTAL:	\$ 3,366.00

Options List Price Total: \$ 25,298.00

III. SUB-TOTAL OF I & II

\$ 183,475.00

IV. BuyBoard Discount: 26.00% \$ 47,703.50

BUYBOARD CONTRACT PRICE: \$ 135,771.50

V: NON-BASE OPTIONS

Non-Base Options (%) = 0

	\$ -
	\$ -
	\$ -
SUB-TOTAL:	\$ -

	\$ -
	\$ -
	\$ -
SUB-TOTAL:	\$ -

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ -

VII: TOTAL IV + VI

\$ 135,771.50

VIII: QUANTITY ORDERED UNITS: 1

\$ 135,771.50

IX: TRADE-IN OR OTHER CREDIT(S): \$ 5,271.50 Asco One Time Courtesy Discount

\$ 5,271.50

TOTAL: \$ 130,500.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

60M Financing

Approximate PM \$2,555/Month

Subject to change with Interest Rates



ENGINE

Model	FPT F5BFL413B
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in ³ (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Engine speeds*	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	97 hp (72 kW)
Net	95 hp (71 kW)
Maximum torque @ 1400 RPM:	
Gross	334 lb-ft (453 N-m)
Net	333 lb-ft (452 N-m)
Torque rise at rated speed	45% +/- 5%
Radiator:	
Core type	Square wave
Core size area	486 in ² (3 145 cm ²)
Rows of tubes	4
39° fan:	
Style	9 blade suction
Diameter	19.65 in (499 mm)
Ratio**	1.4:1
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full flow cartridge

NOTE: *Engine speeds w/ standard transmission.
Meets federal emission regulations.
**Viscous fan.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchromesh Transmission
manual gear shift, fully synchronized

Specifications below apply to the Power Shuttle
transmission.

Gear ratios	Forward/Reverse
1st	5.603/4.643
2nd	3.481/2.884
3rd	1.584/1.313
4th	0.793/0.657

Travel speeds – Standard Power Shuttle

Transmission	Forward mph (kph)	Reverse mph (kph)
1st	3.8 (6.1)	4.5 (7.3)
2nd	6.0 (9.7)	7.2 (11.6)
3rd	13.1 (21.1)	15.7 (25.3)
4th	24.6 (39.6)	29.5 (47.5)

Transmission – optional:
PowerDrive H-Type, 4F-4R hydraulic clutch
shifting w/ auto shift mode and direct drive

Gear ratios	Forward/Reverse
1st	5.533/4.549
2nd	3.359/2.762
3rd	1.533/1.260
4th	0.811/—

Travel speeds – Optional H-Type PowerDrive

DD Transmission	Forward mph (kph)	Reverse mph (kph)
1st	3.9 (6.2)	4.6 (7.4)
2nd	6.3 (10.1)	7.5 (12.1)
3rd w/ DD Feature Off	13.6 (21.9)	16.4 (26.3)
3rd w/ DD	14.2 (22.8)	17.0 (27.4)
4th w/ DD Feature Off	24.2 (39.0)	29.0 (46.7)
4th w/ DD	25.0 (40.2)	29.8 (48.0)

Torque converter ratio	2.2
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Differential-lock:
On-the-go push-button activation

Front/Rear axle (w/ 4WD 12x16.5 front tires):	
Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0

Service brakes:
Individually applied, power assisted,
hydraulically actuated, maintenance-free,
self-adjusting, outboard mounted, wet disc,
2 per side.
Total disc area 384 in² (0.25 m²)

Parking brakes Trans Mounted
spring-applied hydraulic release – SAHR

NOTE: Travel speeds at 2312 engine
RPM specified: w/ 19.5 L x 24.0 tires.

ELECTRICAL

Voltage	12 Volts, negative ground
Alternator	160 amp
Dual batteries:	850 cold-cranking amps each
Power plugs – 2	30 amps total

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
Anti-vandalism cover for dash – w/ canopy
only; Rear fenders extensions; Coat hook w/
garment strap; Interior rearview convex mirror;
Mechanical suspension seat – 180° swivel – Vinyl;
3 in (76 mm) retractable seat belt; Cup holder/
storage tray mounted on left-hand fender;
Right-hand storage compartment w/ lid,
tilt-steering wheel on cab models.

Gauges:
Engine water temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; DEF level.

Warning lights:
Air cleaner restriction; Alternator; A/C high
pressure; Cold start; Engine oil pressure;
Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel; Low DEF.

Audible alarms w/ diagnostics:
Coolant temperature; Engine oil pressure;
Parking brake engagement; Converter oil
temperature; Shuttle engagement/seat
position; Backup alarm; Low DEF.

Horn Dual switched front and rear

OPERATING WEIGHT

Configuration 1 – SAE Transport:

No Operator, Loader Bucket, Cab, AC,
1,100 lb front counter weight, 2WD, Full of
Fuel, SAE Carry T4 Final Engine, Pilot Controls,
11 L – 16 @ 52 psi front tires, 19.5 L – 24
Rear Tires.

17,810 lb (8 078 kg)

Configuration 2 – SAE Transport:

No Operator, 4:1 Loader Bucket, E-hoe, Cab,
1,100 lb front counter weight, Full of Fuel, SAE
Carry T4 Final Engine, Pilot Controls, 12 x 16.5
@ 50 psi front tires, 4WD w/ driveshaft guard,
19.5 L – 24 @ 30 psi rear tires.

19,750 lb (8 958 kg)

Add-on weights:

Cab-over canopy	309 lb (140 kg)
Fabricated stabilizer pads	141 lb (64 kg)
Extendahoe®	286 lb (130 kg)

HYDRAULICS

Pump: Bosch Rexroth Series 31 Variable Displacement Axial Piston Pump	
Main relief pressure: Standard 3,450 +/- 50 psi (238 +/- 3.5 bar) Power Lift 3,625 +/- 50 psi (250 +/- 3.5 bar)	
Filtration: 7-micron, full flow replaceable cartridge on return line, condition indicator light for filter.	
Oil cooler	Heavy-duty
Loader flow @ rated engine RPM: 41 gpm @ 2,340 psi (156.2 L/min @ 161 bar)	
Loader control valve w/ pilot or manual backhoe controls: Two or three-spool closed center sectional control valve. Single lever manual control for lift and tilt functions. The three-spool valve uses a proportional Electro-Hydraulic control for the auxiliary function. The lift lever has a positive hold "Float" position and a "return-to-dig" feature.	
Loader auxiliary hydraulics w/ proportional thumb switch w/ detent on loader control handle: 0 – 41 gpm @ 2,340 psi (0 – 156.2 L/min @ 161 bar)	
Backhoe flow @ rated engine RPM: 41 gpm @ 3,100 psi (156.2 L/min @ 214 bar)	
Manual backhoe control valve: Six-spool monoblock open center control valve w/ seventh and eighth spool bolt-on sections. Features "Pro-Control" which includes custom designed spools for each individual function along w/ "swing cushioning" valve for zero-wag swing control. Basic control valve has an open center parallel circuit for all functions.	

Pilot backhoe control valve:
Six, seven, or eight spool sectional closed center control valve. Features "Pro-Control" which includes custom designed spools for each individual function along w/ "swing cushioning" valve for zero-wag swing control. Basic control valve is closed center, w/ circuits in parallel w/ a post-compensated, flow sharing feature for simultaneous operation of all circuits.

1-way flow auxiliary hydraulics:

1-way flow hydraulic valve is equipped w/ an adjustable LS relief valve to control attachment pressure and a 6 position flow control selector for 6 detented, distinct flow settings.

Actuation:

Manual backhoe controls – cab floor pedal
Pilot controls – left-hand joystick

2-way flow auxiliary hydraulics*:

Actuation:

Activate the 2-way flow switch located on the rear console
Manual shift – 2-way flow linkage on far right of backhoe tower
Pilot controls – left-hand joystick.

NOTE: *Available w/ 1-way/2-way Aux. Hyd. option.

SERVICE CAPACITIES

Fuel tank	35.0 gal (132.0 L)
DEF tank	3.6 gal (13.5 L)
Hydraulic system:	
Total	125 qt (118.0 L)
w/ Extendahoe®	131 qt (123.6 L)
Reservoir w/ filter	53 qt (50.5 L)
Reservoir w/o filter	55 qt (52.4 L)
Transmission – total system:	
2WD Standard	18 qt (17.0 L)
4WD Standard	21 qt (19.4 L)
4WD PowerDrive H-Type	19 qt (18.0 L)

Standard front axle:	
4WD Differential	8.1 qt (7.7 L)
4WD Planetaries – each	0.5 qt (0.5 L)
Rear axle:	
Differential and planetaries	14.4 qt (13.6 L)
Engine oil w/ filter	8.5 qt (8.0 L)
Cooling system:	
w/ heater	19.0 qt (18.0 L)
w/o heater	18.3 qt (17.3 L)
Window washer reservoir	3.0 qt (2.8 L)

OTHER SPECIFICATIONS

Front tires:	
2WD	11.0 L x 16.0, 10-ply rating
4WD	12.0 L x 16.5, 10-ply rating
4WD	12.5/80 x 18.0 10-ply rating

Rear tires:	
2/4WD	19.5 L x 24.0, 10-ply rating
2/4WD	500/70 R24, 10-ply rating

Turning radius: Curb to Curb:

2WD:	
Brakes on	10 ft 8 in (3.24 m)
Brakes off	12 ft 4 in (3.76 m)

4WD – engaged*:	
Brakes on	11 ft 4 in (3.45 m)
Brakes off	13 ft 10 in (4.21 m)

4WD – disengaged*:	
Brakes on	11 ft 0 in (3.36 m)
Brakes off	12 ft 3 in (3.72 m)

NOTE: *Turning radius dimensions curb to curb w/ 12.0 x 16.5 front tires and 19.5 L x 24.0 rear tires.

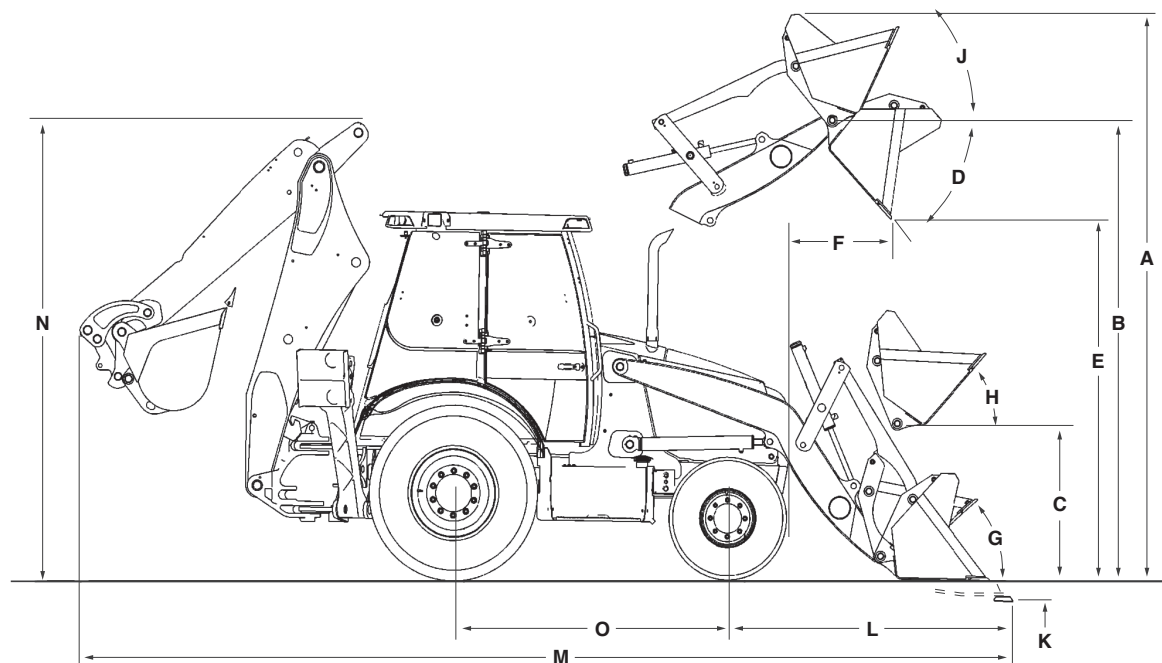
LOADER BUCKET SIZES

Type	Width	Weight	Struck	Heaped Capacity
Long Lip Bucket:				
without bolt-on edge	82 in (2.08 m)	864 lb (392 kg)	0.88 yd ³ (0.67 m ³)	1.03 yd ³ (0.79 m ³)
with bolt-on edge	93 in (2.36 m)	1,188 lb* (539 kg)	1.10 yd ³ (0.89 m ³)	1.29 yd ³ (0.99 m ³)
4 IN 1® Bucket with bolt-on edge	82 in (2.08 m)	1,572 lb* (713 kg)	0.85 yd ³ (0.65 m ³)	1.04 yd ³ (0.80 m ³)

NOTE: *Weight of 4 IN 1® bucket includes edges, cylinders and tube lines.

BACKHOE BUCKET SIZES

Type	Width	Weight	Heaped Capacity
Universal Buckets	12 in (305 mm)	295 lb (134 kg)	3.40 ft ³ (0.10 m ³)
	18 in (457 mm)	356 lb (162 kg)	5.30 ft ³ (0.15 m ³)
	24 in (610 mm)	427 lb (194 kg)	7.70 ft ³ (0.22 m ³)
	30 in (762 mm)	489 lb (222 kg)	10.20 ft ³ (0.29 m ³)
	36 in (914 mm)	552 lb (251 kg)	12.70 ft ³ (0.36 m ³)
High Capacity Buckets	24 in (610 mm)	447 lb (203 kg)	8.50 ft ³ (0.24 m ³)
	30 in (762 mm)	502 lb (228 kg)	10.60 ft ³ (0.30 m ³)



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS

	Long Lip Bucket	4 IN 1® Bucket
A. Overall operating height – fully raised	13 ft 9 in (4.18 m)	13 ft 8 in (4.16 m)
Height to:		
B. Bucket hinge pin fully raised	11 ft 3 in (3.42 m)	11 ft 3 in (3.42 m)
C. Bucket hinge pin at SAE carry	13.6 in (345 mm)	13.6 in (345 mm)
D. Dump angle at full height	47°	47°
E. Dump clearance at full height, 45° dump:		
Bucket	8 ft 10 in (2.69 m)	8 ft 11 in (2.71 m)
Clam open	—	9 ft 8 in (2.96 m)
F. Dump reach at full height, 45° dump – from bumper:		
Bucket	31.5 in (801 mm)	29.1 in (738 mm)
Clam open	—	15.3 in (388 mm)
Bucket rollback:		
G. @ Groundline	42°	42°
H. @ SAE carry	42°	42°
J. @ Full height	Adjustable	Adjustable
K. Digging depth below grade:		
Bucket flat	6.1 in (155 mm)	4.8 in (122 mm)
Clam open – dozing	—	4.1 in (103 mm)
L. Reach from front axle centerline – bucket on ground	6 ft 10 in (2.07 m)	6 ft 8 in (2.03 m)
Lift capacity to full height – calculated values	7,044 lb (3 195 kg)	6,703 lb (3 040 kg)
Breakout force:		
Lift cylinders	9,833 lb (4 460 daN)	9,610 lb (4 359 daN)
Dump cylinders	10,947 lb (4 965 daN)	11,658 lb (5 288 daN)
Bucket cutting edge width	82.5 in (2.09 m)	82.0 in (2.08 m)
Maximum grading angle	114°	114°
Maximum clam opening	—	38.3 in (972 mm)
Moldboard height	—	36.8 in (934 mm)
Raising time to full height – manual/pilot controls	2.6/3.2 sec	2.6/3.2 sec
Bucket dumping time	0.8/1.2 sec	0.8/1.2 sec
Lowering time:		
Power down	1.9/2.1 sec	1.9/2.1 sec
Return-to-dig	2.5/2.2 sec	2.5/2.2 sec
Clam:		
Open time	—	1.1 sec
Close time	—	1.1 sec

NOTE: Loader dimensions taken with 4WD, 12.0 x 16.5 front tires and 19.5 L x 24.0 rear tires.

DIMENSIONS

	2WD with 17.5 L x 24.0 rear tires	4WD with 19.5 L x 24.0 tires
M. Overall transport length:		
Long Lip bucket with Quick Coupler	23 ft 5 in (7.14 m)	23 ft 4 in (7.10 m)
4 IN 1® bucket with Quick Coupler	23 ft 3 in (7.07 m)	23 ft 1 in (7.04 m)
Long Lip bucket with Straight Links	23 ft 6 in (7.15 m)	23 ft 4 in (7.12 m)
4 IN 1® bucket with Straight Links	23 ft 3 in (7.09 m)	23 ft 2 in (7.06 m)
Overall transport width	7 ft 2 in (2.17 m)	7 ft 2 in (2.17 m)
Height:		
To top of canopy	8 ft 8 in (2.64 m)	8 ft 9 in (2.66 m)
To top of cab	8 ft 9 in (2.68 m)	8 ft 11 in (2.72 m)
To top of exhaust stack	8 ft 5 in (2.58 m)	8 ft 7 in (2.62 m)
N. Transport	10 ft 10 in (3.29 m)	11 ft 1 in (3.37 m)
Ground clearance at backhoe frame	12 in (304 mm)	15.0 in (381 mm)
Angle of departure	15.3°	19.0°
Front wheel tread:		
11.0 L x 16.0	67.5 in (1.72 m)	67.5 in (1.72 m)
12.0 L x 16.5	67.7 in (1.72 m)	67.7 in (1.72 m)
12.5/80 x 18.0	70.3 in (1.79 m)	70.3 in (1.79 m)
19.5 L x 24.0	61.2 in (1.55 m)	61.2 in (1.55 m)
17.5 L x 24.0	63.1 in (1.60 m)	63.1 in (1.60 m)
Width over tires:		
11.0 L x 16.0	79.3 in (2.02 m)	79.3 in (2.02 m)
12.0 L x 16.5	81.1 in (2.06 m)	81.1 in (2.06 m)
12.5/80 x 18.0	82.9 in (2.10 m)	82.9 in (2.10 m)
19.5 L x 24.0	81.4 in (2.07 m)	81.4 in (2.07 m)
17.5 L x 24.0	81.7 in (2.07 m)	81.7 in (2.07 m)
O. Wheelbase:		
19.5 L x 24.0	84.0 in (2.13 m)	84.5 in (2.15 m)
17.5 L x 24.0	84.0 in (2.13 m)	84.5 in (2.15 m)

CYLINDERS

	Bore Diameter	Rod Diameter	Stroke	Closed Length
Loader:				
Lift – 2	3.25 in (82.6 mm)	1.75 in (44.5 mm)	28.86 in (733.0 mm)	42.95 in (1 062.0 mm)
Dump – 2	3.00 in (76.2 mm)	1.50 in (38.1 mm)	20.33 in (516.5 mm)	29.90 in (759.5 mm)
4 IN 1® clam – 2	3.00 in (76.2 mm)	1.75 in (44.5 mm)	9.08 in (230.6 mm)	19.62 in (498.3 mm)
Backhoe:				
Boom	5.00 in (127.0 mm)	2.50 in (63.5 mm)	38.25 in (971.6 mm)	52.82 in (1 341.6 mm)
Dipperstick	4.75 in (120.7 mm)	2.50 in (63.5 mm)	25.14 in (628.5 mm)	39.65 in (1 007.0 mm)
Bucket	3.50 in (88.9 mm)	2.50 in (63.5 mm)	35.35 in (897.9 mm)	48.17 in (1 223.6 mm)
Extendahoe®	3.00 in (76.2 mm)	1.75 in (44.5 mm)	42.05 in (1 068.0 mm)	56.22 in (1 428.0 mm)
Swing – 2	4.00 in (101.6 mm)	2.00 in (50.8 mm)	11.50 in (292.0 mm)	24.44 in (620.8 mm)
Stabilizer – 2	4.50 in (114.3 mm)	2.25 in (57.2 mm)	21.37 in (542.9 mm)	33.87 in (860.2 mm)

AXLE RATINGS

	Front – 2WD	Rear	Front – 4WD
Maximum static	70,821 lb (32 124 kg)	90,145 lb (40 889 kg)	64,613 lb (29 308 kg)
Dynamic operating	44,261 lb (20 076 kg)	56,200 lb (25 492 kg)	39,328 lb (17 839 kg)
Static operating	17,704 lb (8 030 kg)	22,480 lb (10 197 kg)	15,732 lb (7 136 kg)
Oscillation – front axle	22° total – 11° side to side	—	22° total – 11° side to side

BACKHOE LIFT CAPACITIES

Standard Backhoe			Extendahoe®			
Boom Lift	Standard	Power Lift	Retracted		Extended	
	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Standard Lift Capacity lb (kg)	Power Lift Lift Capacity lb (kg)	Standard Lift Capacity lb (kg)	Power Lift Lift Capacity lb (kg)
+16 ft (4.87 m)	—	—	—	—	2,115 (959)	2,298 (1 043)
+14 ft (4.27 m)	3,039 (1 378)	3,285 (1 490)	2,837 (1 287)	3,083 (1 398)	2,395 (1 086)	2,603 (1 181)
+12 ft (3.66 m)	3,413 (1 548)	3,691 (1 674)	3,201 (1 452)	3,479 (1 578)	2,536 (1 151)	2,757 (1 250)
+10 ft (3.05 m)	3,499 (1 587)	3,784 (1 716)	3,281 (1 488)	3,566 (1 618)	2,593 (1 176)	2,818 (1 278)
+8 ft (2.44 m)	3,485 (1 581)	3,768 (1 709)	3,263 (1 480)	3,546 (1 608)	2,564 (1 163)	2,786 (1 264)
+6 ft (1.83 m)	3,438 (1 559)	3,717 (1 686)	3,213 (1 457)	3,492 (1 584)	2,549 (1 156)	2,770 (1 257)
+4 ft (1.22 m)	3,374 (1 530)	3,648 (1 655)	3,146 (1 427)	3,420 (1 551)	2,521 (1 144)	2,741 (1 243)
+2 ft (0.61 m)	3,307 (1 500)	3,575 (1 622)	3,077 (1 396)	3,345 (1 517)	2,489 (1 129)	2,706 (1 227)
Ground Level	3,251 (1 475)	3,513 (1 594)	3,018 (1 369)	3,280 (1 488)	2,489 (1 129)	2,706 (1 227)
-2 ft (0.61 m)	3,201 (1 452)	3,459 (1 569)	2,965 (1 345)	3,223 (1 462)	2,466 (1 118)	2,680 (1 215)
-4 ft (1.22 m)	3,175 (1 440)	3,430 (1 556)	2,935 (1 331)	3,190 (1 447)	2,446 (1 109)	2,659 (1 206)
-6 ft (1.83 m)	3,182 (1 443)	3,437 (1 559)	2,938 (1 333)	3,193 (1 448)	2,443 (1 108)	2,656 (1 205)
-8 ft (2.44 m)	3,258 (1 478)	3,520 (1 597)	3,007 (1 364)	3,269 (1 483)	2,465 (1 118)	2,679 (1 215)
-10 ft (3.05 m)	3,441 (1 561)	3,717 (1 686)	3,175 (1 440)	3,451 (1 565)	2,530 (1 148)	2,750 (1 248)
-12 ft (3.66 m)	—	—	—	—	2,707 (1 228)	2,943 (1 335)
-14 ft (4.27 m)	—	—	—	—	3,239 (1 469)	3,521 (1 597)
Dipper Lift						
+14 ft (4.27 m)	—	—	—	—	4,281 (1 942)	4,281 (1 942)
+12 ft (3.66 m)	5,822 (2 641)	5,822 (2 641)	5,618 (2 548)	5,618 (2 548)	4,046 (1 835)	4,046 (1 835)
+10 ft (3.05 m)	5,600 (2 540)	5,600 (2 540)	5,399 (2 449)	5,399 (2 449)	3,984 (1 807)	3,984 (1 807)
+8 ft (2.44 m)	5,562 (2 523)	5,562 (2 523)	5,360 (2 431)	5,360 (2 431)	3,913 (1 775)	3,913 (1 775)
+6 ft (1.83 m)	6,236 (2 829)	6,236 (2 829)	6,030 (2 735)	6,030 (2 735)	4,166 (1 889)	4,166 (1 889)
+4 ft (1.22 m)	7,424 (3 368)	7,424 (3 368)	7,203 (3 267)	7,203 (3 267)	4,102 (1 861)	4,102 (1 861)
+2 ft (0.61 m)	—	—	—	—	4,850 (2 200)	4,850 (2 200)

NOTE: Boom and Dipper Lift Capacities are rated per SAE J31 and are 87% of the maximum hydraulic lift force available with the specified options.

BACKHOE OPERATIONAL DATA

Standard Backhoe		Extendahoe®	
		Retracted	Extended
Digging depth:			
Maximum	14 ft 6 in (4.41 m)	14 ft 6 in (4.41 m)	17 ft 11 in (5.47 m)
Maximum with hi-capacity bucket	15 ft 0 in (4.51 m)	15 ft 0 in (4.51 m)	18 ft 6 in (5.63 m)
2 ft (610 mm) flat bottom	14 ft 4 in (4.37 m)	14 ft 4 in (4.37 m)	17 ft 10 in (5.43 m)
8 ft (2.44 m) flat bottom	13 ft 4 in (4.06 m)	13 ft 4 in (4.06 m)	17 ft 1 in (5.19 m)
Overall reach from:			
Rear axle centerline	21 ft 10 in (6.66 m)	21 ft 10 in (6.66 m)	25 ft 3 in (7.69 m)
Swing pivot	18 ft 2 in (5.55 m)	18 ft 2 in (5.55 m)	21 ft 7 in (6.58 m)
Loading height	12 ft 1 in (3.67 m)	12 ft 1 in (3.67 m)	14 ft 5 in (4.38 m)
Loading reach	4 ft 7 in (1.41 m)	4 ft 7 in (1.41 m)	7 ft 3 in (2.20 m)
Swing arc	180°	180°	180°
Bucket rotation:			
Straight links	175.6°	175.6°	175.6°
Mechanical coupler	198.0°	198.0°	198.0°
Hydraulic coupler – Extendahoe® dipper	194.8°	194.8°	194.8°
Hydraulic coupler – standard dipper	198.0°	198.0°	198.0°
Stabilizer spread – operating:			
Flip pad	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)	9 ft 3 in (2.82 m)
Cast pad	9 ft 7 in (2.93 m)	9 ft 7 in (2.93 m)	9 ft 7 in (2.93 m)
Digging force:			
Bucket cylinder – SAE rated 3,460 psi	13,975 lb (61 363 N)	13,975 lb (61 363 N)	13,975 lb (61 363 N)
Bucket cylinder – Power Lift	14,452 lb (64 240 N)	14,452 lb (64 240 N)	14,452 lb (64 240 N)
Dipper cylinder – SAE rated 3,460 psi	8,657 lb (38 508 N)	8,657 lb (38 508 N)	6,305 lb (28 045 N)
Dipper cylinder – Power Lift	9,070 lb (40 345 N)	9,070 lb (40 345 N)	6,606 lb (29 382.7 N)
Leveling angle:			
Flip pad	11.8°	11.8°	11.8°
Cast pad	12.8°	12.8°	12.8°

NOTE: Lift capacities apply straight to the rear of prime mover. 4WD with 19.5 L x 24.0 tires equipped with 24 in (610 mm) heavy-duty bucket and Case coupler except as noted.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT F5BFL413B diesel
Selective Catalytic Reduction – SCR
Full flow engine oil filter
Aspirated air cleaner – replaceable dual element dry type with radial seal
Fuel filter with water trap
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Electronic throttles – foot and rotary hand
Self-adjusting belt
High Pressure Common Rail computer controlled injection with diagnostic features
Engine ECO Mode – Detent on backhoe hand throttle, push button switch on dash
Auto Engine Idle
Auto Engine Shutdown
Auto Protection Shutdown
Electronic Fuel Priming
Cold Weather Starting Aid:
Dual 12 volt batteries, glow plugs, engine block heater and heated CCV hose

DRIVETRAIN

Power Shuttle 4F-4R synchromesh transmission
Front axle:
2WD front axle with 11.0 L x 16.0 tires
4WD mechanically driven front axle with 12.0 L x 16.5 tires and drive shaft guard
Rear axle:
2/4WD heavy-duty outboard planetary drive, with 19.5 L x 24.0 tires
Torque converter – 11.8 in (300 mm)
On-the-go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, push-button
Park brake, spring-applied, hydraulic release – SAHR
Drive shaft guard – 4WD models

HYDRAULICS

Ground level remote hydraulic test ports
Pump:
41 gpm @ 3,000 psi
(156.2 L/min @ 207 bar)
Heavy-duty hydraulic oil cooler
7-micron, spin on oil filter

LOADER

Bucket position indicator; Lifting lugs and tie downs on standard bucket; Single lever control with self-leveling and return-to-dig; Hand operated clutch disconnects on loader and shift levers, single lever 4-function loader control: lift, dump, clutch cut-out, differential lock

BACKHOE

Over center design, Fabricated “S” boom; Pro Control System; Dipperstick integrated serrated gripper teeth; Case mechanical coupler
Cleated dirt stabilizer pads

OTHER

Forward tilt engine hood
Replaceable, molded front bumpers
Front/Rear tie downs
Reflective logos
Signal Lights – cab and canopy:
2 rear tail/stop
2 front flashers/turn
2 rear flashers/turn
Working/Driving Lights – cab and canopy:
Adjustable halogen work lights – 55 W:
4 front
2 side – one left, one right
4 rear
Master disconnect switch and remote jump-start terminals
Hydrostatic steering
Backup alarm
Vertical spin-on engine oil, fuel and hydraulic filters
Locking DEF/Fuel covers
Tool box – bolt-on, step-mounted

TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

WARRANTY

1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
2-Year/2,000-Hour Extended Engine Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Speed selectable Auto Ride Control – 4WD models

Comfort Steering with two speed steering pump and 3rd/4th gear cutout

ROPS/FOPS certified protective cab available in LH Door or 2 door with heat, A/C, defroster, door activated dome light, 4 front, 4 rear and 2 adjustable side lights, floor mat, tinted glass, bluetooth radio, front and rear wiper and fender extensions

Deluxe Cab package included on 2-door cabs includes: deluxe interior, viscous fan, pull-down sun visor and 72 dba sound level

Premium multi-color, hand stitched cloth, heated air suspension seat – not for use with ROPS Canopy option

ENGINE

Severe Cold Weather Starting Aid:
Synthetic transmission, hydraulic and engine oil – order with cold weather starting aid

DRIVETRAIN

PowerDrive H-Type transmission, 4F-4R, hydraulic clutch shifting, kick down, transmission disconnect and FNR switch in loader control lever, includes auto shift mode and direct drive

4WD heavy-duty mechanically driven front axle with 12.5/80 x 18.0 tires

LOADER

Auxiliary hydraulics for loader-mounted equipment with thumb-operated proportional control

Hydraulic front quick coupler

Tool portfolio of additional attachments

Buckets – see page 2

BACKHOE

1-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar 1-way flow attachments

1-way/2-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar 1-way flow attachments or switch to 2-way flow for thumbs, augers or similar 2-way flow attachments

Extendahoe®

Power Lift

Power Boost

Bolt-on hardened gripper teeth

Two-lever control – backhoe or Extendahoe®

Pilot operated control system:

- Fingertip proportional Electro-Hydraulic stabilizer controls
- Thumb-operated proportional Electro-Hydraulic Extendahoe® control
- Thumb-operated horn button
- Thumb-operated auxiliary hydraulic control
- Infinitely adjustable towers
- In-cab switchable “excavator to backhoe” control pattern change

Flip over stabilizer pads

Hydraulic bucket quick coupler

Universal coupler – CAT/Deere compatible

Buckets – see page 2

Hydraulic thumb – Includes: 2 replaceable, high strength, bolt on tines with two positions for Universal or Hi-Cap buckets – meshes with Bucket teeth on 18 in & 24 in Buckets

OTHER

Front tires:
11.0 L x 16.0 or 12.0 L x 16.5
12.5/80 x 18.0 10-ply includes heavy duty front axle

Rear tires:
500/70 R24 Michelin or 19.5 L x 24.0

Special paint

LED Working/Driving Light Package:
4 front
4 rear
2 side

Front Fenders

Special Feature Request

CaseCE.com

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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

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