1. 5:30 P.M. Special City Council Meeting

Documents:

CITY COUNCIL AGENDA.PDF
SINTON VOLUNTEER FIRE DEPARTMENT.PDF
PROCUREMENT POLICY.PDF
AGENDA
CITY OF SINTON
SPECIAL CITY COUNCIL MEETING
DATE: August 1, 2023  TIME: 5:30 P.M.
CITY HALL

Notice is hereby given that a Special Council Meeting will be held by the governing body of the above-named City on the 1st day of August 2023 at 5:30 p.m. in the Council Chambers, City Hall, 301 East Market Street, Sinton, Texas. The items below are placed on the agenda for discussion and/or action.

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meeting.

A. CALL TO ORDER
B. INVOCATION
C. PLEDGE OF ALLEGIANCE
D. PLEDGE TO TEXAS FLAG
E. ROLL CALL

_____ MAYOR EDWARD ADAMS
_____ MAYOR PRO TEM MARY M. SPEIDEL
_____ COUNCILMEMBER NATHAN LINDEMAN
_____ COUNCILMEMBER DANNY DAVILA
_____ COUNCILMEMBER GREG YBARRA
_____ CITY MANAGER JOHN HOBSON
_____ CITY ATTORNEY DESIREE VOTH
_____ CITY SECRETARY CATHY DUHART
_____ UTILITY CLERK ANGELA MONTEMAYOR

F. PUBLIC HEARINGS

G. SPECIAL REPORTS/PRESENTATIONS/FORMAL ANNOUNCEMENTS, RECOGNITION, AND REPORTS THAT MAY BE DISCUSSED:

H. CITIZENS TO BE HEARD WITHOUT DISCUSSION ON ITEMS NOT APPEARING ON THE AGENDA
Neither the City Council nor the Staff is legally permitted to respond to citizen comments, questions, requests or proposals at the time of the meeting. A member of the City Council or the City Manager may place an item on the agenda of a future City Council workshop or meeting to legally do so. If that is done, the audience member seeking a response will be given advance notice. (Citizens, please sign in. **Those wishing to address the Council are asked to complete the Request to Speak form. Please return the completed form to the City Secretary prior to the meeting. 3 minutes please**)

I. CONSENT AGENDA ITEMS
(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)
J. NEW BUSINESS

1. Discussion and action on authorizing the Sinton Volunteer Fire Department to purchase, through an auction, a used 2004 Freightliner Tender manufactured by Blue Grass.

2. Discussion and action on Resolution No. 20230801, a Resolution of the City Council of the City of Sinton, approving the Federal Grant Procurement Policy, attached as Exhibit A; Providing for a Repealing Clause; and establishing an effective date.

ADJOURNMENT

Executive Session: The City Council of the City of Sinton reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (Economic Development).

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the City of Sinton official website, and official bulletin board, places convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, in compliance with Chapter 551, Texas Government Code.

Cathy DuHart, City Secretary

Date & Time Posted: 1/28/2023 by 5pm

Taken Down: ___________ am/pm

Notice of Assistance at the Public Meetings: The City Council Chamber is wheelchair accessible. Persons with special needs who plan to attend this meeting and who may need assistance should contact City Hall at 361-364-2381 two (2) days prior to the meetings so that appropriate arrangements can be made.
Date: July 25, 2023

Sinton Fire Department would like to be placed on the agenda for the next City Council meeting for consideration and action for purchasing a 2004 Freightliner Tanker Pumper for $205,000.
On July 12, 2023, The Fire Department was awarded the winning bid on a 2004 Freightliner Tanker Pumper, which was offered by Bexar County ESD #12 under sealed bid. This truck is to replace the pumper tanker that was lost in a fire in early 2022. After this loss, the city received $110,056 from insurance. A grant was submitted for through the Texas Forestry Service (Catastrophic Loss Grant). This grant was approved for $109,944. This grant is a 90 percent reimbursement grant, which means the Forestry Service will reimburse 90 percent of the purchase cost up to $109,944. Which means the city will be reimbursed the full amount of the grant $109,944.
There is a time limit for this purchase the funds must be sent by August 9, 2023, we can ask for an extension but this would require a deposit of at least $50,000.

Sincerely,

Austin Tucker
2nd Assistant Chief
Sinton Volunteer Fire Department
361-816-8566
sintonfire18@gmail.com
Date: July 13, 2023

To whom it may concern:

The Sinton Volunteer Fire Department is seeking approval to purchase a used 2004 Freightliner Tender manufactured by Blue Grass with a gross vehicle weight of 53,300 pounds. This Tender is equipped with a 750 gpm Waterous pto driven pump capable of drafting at least 12 vertical feet. Tender is equipped with a 3000 gallon water tank with a 4 1/2" square rear dump valve. The vehicle currently has 18,620 miles on the odometer. This truck is in excellent condition as seen in the attached pictures. The Sinton Volunteer Fire Department received a Catastrophic Loss Grant approval in July of 2022 to assist with the purchase of a replacement for our tender, which was lost in a fire in early 2022.

Sincerely,

[Signature]

Austin Tucker
2nd Assistant Chief
Sinton Volunteer Fire Department
361-816-8566
sintonfire18@gmail.com
<table>
<thead>
<tr>
<th>Repair</th>
<th>VIN</th>
<th>Description</th>
<th>Qty</th>
<th>Ret. Price</th>
<th>Savings</th>
<th>Selling Price</th>
<th>Ext Discount</th>
<th>Ext Price</th>
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<tr>
<td>1</td>
<td>3HM03029</td>
<td>FULL ANNUAL PM. CAUSE: MILES 14035 HOURS 1484. CORRECTION: PERFORM ANNUAL PM SERVICE. INCLUDES: PERFORMING A 104 POINT VISUAL INSPECTION REPORT IDENTIFYING NEEDED/RECOMMENDED REPAIRS. SERVICES PERFORMED INCLUDE CHANGING ENGINE OIL, OIL FILTER(S), FUEL FILTER(S), TRANSmission FLUID AND FILTERS, PUMP Fluid, COOLANT FILTER; A TEST OF THE COOLANT; AN INSPECTION OF THE DIFFERENTIAL FLUID, THE AIR DRYER, AIR FILTER, POWER STEERING FLUID, AND THE BRAKES WITH WHEELS ON; AND A COMPLETE CHASSIS LUBRICATION.</td>
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<td>2</td>
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<td>ANNUAL AIR DRYER SERVICE IF EQUIPPED. CAUSE: RECOMMEND UPGRADING TO SYSTEM SAVER 1200 HOUSING CORRECTION: REMOVED AIR DRYER AND INSTALLED SPIN ON 1200 SPACE SAVER ASSY. TESTED UPON COMPLETION.</td>
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<td>R955205 AIR DRYER ASSEMBLY</td>
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<td>AUX COOLER LINE BLOWN, REPORTED AFTER PUMP TEST CAUSE: DIAGNOSE AND FIX CORRECTION: REMOVED AND REPLACED AUXILIARY COOLER LINES WITH NEW.</td>
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<tr>
<td></td>
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<td>H156 1/2&quot; HEATER HOSE</td>
<td>25.00</td>
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<tr>
<td>4</td>
<td>3HM03029</td>
<td>DISCHARGE #2 LEAKING. CAUSE: CHECK IF REBUILD WILL FIX IT. CORRECTION: REMOVED DISCHARGE #2 VALVE AND REBUILT. INSTALLED VALVE AND CONDUCTED VACUUM TEST.</td>
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<td></td>
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<td>8907 3&quot;/3.5&quot; FIELD SERVICE KIT, COMP BALL</td>
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<td>5</td>
<td>3HM03029</td>
<td>D1, D2, &amp; P1 COMPARTMENT LIGHTS NOT WORKING CORRECTION: DIAGNOSED D2 &amp; P1 COMPARTMENTS, LIGHT HOUSINGS NEED TO BE REPLACED. REMOVED AND REPLACED LIGHTS AND ADDED TWO NEW BULBS.</td>
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<td>61-0007 LIGHT, DOME 5&quot; CLR, W/SW</td>
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Printed On: 7/13/2023 9:46:04 AM
Siddons-Martin Emergency Group  
5511 Binz Engleman Road  
Kirby TX USA 78219  
Phone #: (210) 661-3913  
Fax #: (210) 662-2930

Remit To: PO Box 679827 Dallas, TX 75267-9827  

St. Hedwig Fire Dept  
PO Box 337  
Saint Hedwig TX 78152  

1004426  

Home: (210) 667-1612  Work: (210) 422-6011  Email: lpadaleckijr@shfire.org

Veh Info: M03029  03 FREIGHTLINER  
Serial Numbers: 1FVHCYAK66HM03029

In-Srv:  

Miles/Hrs In: 14035 Out: 14035 Plate #: Int:

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<td>Other Charges: $0.00</td>
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<td>Shop Supplies: $58.69</td>
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<tr>
<td>- Parts Discount: $0.00</td>
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Signature:________________________________________
I AGREE TO PAY THE ABOVE TOTAL AMOUNT

Cashed Out By: (A00D) Javier Hernandez  
Cash Out Date: 7/31/2019  
Cash Drawer: A00D

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by:
**Repair Information**

- **Repair Number:** 1
- **Description:** PUMP PACKING CAUSE: MILES HOURS
  DEPT REQUESTED REPLACEMENT OF PUMP PACKING
  NEED TO ORDER MECHANICAL SEAL FOR WATEROUS PUMP.
  MODEL# CGNP
  S# 112520
  REVIEWED INSTALL - REQUIRES ENTIRE PUMP ASSEMBLY, EXHAUST SYSTEM, AND DRIVE SHAFT BE REMOVED AND REINSTALLED TO REPLACE PACKING.
  CORRECTION: DISCONNECTED ALL PLUMBING FROM PUMP. 16 MARCH 2022 SKETTNER
  REQUIRED REMOVING EXHAUST SYSTEM TO REMOVE PUMP REMOVED PUMP. DISASSEMBLED PUMP CLEANED ALL FLANGES MADE NEW GASKETS DURING INSTALLATION OF MECHANICAL SEAL THE SEAL BROKE. 17 MARCH 2022 SKETTNER
  INSTALLED NEW MECHANICAL SEAL. INSTALLED IMPELLER AND TORQUED AND CO TTER KEYED NUT. 21 MARCH 2022 SKETTNER
  ASSEMBLED PUMP. INSTALLED PUMP IN TRUCK INSTALLED EXHAUST. INSTALLED DRIVE LINE. INSTALLED ALL PLUMBING TO PUMP. FILLED TRUCK WITH WATER RAN PUMP FOUND FLANGE NOT SQUARE. MADE NEW GASKET AND SQUARED FLANGE.
  REASSEMBLED AND TESTED AGAIN. FLAT FILED (2) MORE FLANGES ASSEMBLED AND TESTED. LEAKS FOUND AT 0 RING ON OUTPUT SIDE. DISASSEMBLED AND CHECKED ORING. FOUND A CUT IN ORING REPLACED ORING. ASSEMBLED TESTED NO LEAKS. READY FOR PUMP TEST. 23 MARCH 2022 SKETTNER

**Parts List**

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**Total**

- **Parts Total:** $1,178.26
- **Labor Total:** $3,780.00
- **Job Total:** $4,958.26

**Additional Notes:**
- DIAG/REPAIR HOSE REEL NOT WORKING
  CAUSE: DIAGNOSE HOSE REEL SWITCH ISSUE. 3/18. TESTED SYS. FOUND MOMENTARY SWITCH AND SOLENOID WORKING. MOTOR IS GETTING POWER. MOTOR NOT RESPONDING

**Printed On:** 7/13/2023 9:44:37 AM

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**Service Advisor:** (A03) Jonathan Harshman

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**Repair added after the customer copy, printed Oil & Grease included in Other Charges.**

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**Page 1 of 3**
CORRECTION: LOCATED NEW MOTOR. FOUND MOTOR IN INVENTORY. REMOVED OLD AND INSTALLED NEW ONE. TESTED AND WORKING CORRECTLY.

<table>
<thead>
<tr>
<th>VSS0044R</th>
<th>Hose Reel Motor</th>
<th>1.00</th>
<th>$429.95</th>
<th>$0.00</th>
<th>$429.95</th>
<th>$0.00</th>
<th>$429.95</th>
<th>$429.95</th>
</tr>
</thead>
<tbody>
<tr>
<td>3HM03029</td>
<td>T136</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$999.95</td>
</tr>
<tr>
<td></td>
<td>A0CP</td>
<td>Wholesale</td>
<td></td>
<td>$71.25</td>
<td>$0.00</td>
<td>$71.25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

HOOD SHOCK.
CAUSE: INSPECT HOOD SHOCK

HAVE TO ORDER IN.
CORRECTION: REMOVED AND REPLACED SHOCK. TESTED.
A17-21720-000 | Soft Close Hood Damper | 1.00 | $143.88 | $0.00 | $143.88 | $0.00 | $143.88 | $143.88 |

| Replace Intake Screens |
CORRECTION: REMOVED INTAKE SCREEN, CLEANED UP BUILD-UP ON PIPING, INSTALLED NEW SCREENS. COMPLETED.
61402 | Screen Intake Zinc 5" | 2.00 | $40.94 | $0.00 | $40.94 | $0.00 | $81.87 |

| Parts Total: $81.87 | Labor Total: $35.63 | Job Total: $117.50 |

5 | 3HM03029 | T136 | A01B | Wholesale | $315.00 | $0.00 | $315.00 |

RUN PUMP ON TEST PIT TO VERIFY OPERATION
CORRECTION: SET UP TRUCK ON PIT, RAN PUMP ON TEST PIT TO ENSURE SEALS HOLD, VERIFY OPERATION AND OUTPUT CAPABILITY. PUMP RUNNING PROPERLY.

| Parts Total: $315.00 | Labor Total: $0.00 | Job Total: $315.00 |

6 | 3HM03029 | T136 | QC | Wholesale | $0.00 | $0.00 | $0.00 |

| Parts Total: $0.00 | Labor Total: $0.00 | Job Total: $0.00 |
We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by:

---

Pay Type | CC # | Amount
---------|------|--------
OA       |      | $6,650.70

Parts Total: $1,318.15  Core Total: $0.00
Freight Total: $85.86  Sublet Total: $0.00
Labor Total: $4,771.88  Deductible: $0.00
- Labor Discount: $0.00  - Deposits: $0.00
Other Charges: $429.95  Amount Due: $6,650.70
Shop Supplies: $44.86
Sub Total: $6,650.70  - Parts Discount: $0.00

Ext Price: $6,650.70  Sales Tax: $0.00
Total: $6,650.70

Signature: __________________________________
I AGREE TO PAY THE ABOVE TOTAL AMOUNT
Cashed Out By: (A0J3) Jonathan Harshman
Cash Out Date: 3/24/2022
Cash Drawer: A0J3
Pay Type | CC # | Amount
--- | --- | ---
OA |  | $2,745.00

Signature: ____________________________________________
I AGREE TO PAY THE ABOVE TOTAL AMOUNT
Cashed Out By: (A0QZ) Sarah Lundquist
Cash Out Date: 9/8/2022
Cash Drawer: 001

| Parts Total: | $1,187.10 |
| Core Total: | $0.00 |
| Freight Total: | $0.00 |
| Sublet Total: | $0.00 |
| Labor Total: | $1,507.90 |
| Ext Price: | $2,745.00 |
| Sales Tax: | $0.00 |
| Total: | $2,745.00 |
| Deductible: | $0.00 |
| Deposits: | $0.00 |
| Amount Due: | $2,745.00 |

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company.
STATE OF ______________________________
COUNTY OF ______________________________

GENERAL AFFIDAVIT BEFORE NOTARY

AFFIDAVIT OF NON-COLLUSION

SELLER
Name ______________________________
Address ______________________________
City, State, Zip ______________________________
Telephone ______________________________

PURCHASER
Name ______________________________
Address ______________________________
City, State, Zip ______________________________
Telephone ______________________________

__________________________ |

VEHICLE INFORMATION

Model Year ______________________________
Make ______________________________
Vehicle Identification Number ______________________________

Date of Sale ______________________________
Total Sale Price $ ______________________________

I, ______________________________, the undersigned, being the duly authorized agent of the Seller, ______________________________, swear that the foregoing information is true and correct to the best of my knowledge, information, and belief, and that this document correctly states the total amount of consideration for the transfer of this vehicle. I further affirm that neither I nor the above business has been a party to any collusion with the Purchaser as to the Total Sale Price of the vehicle. I further affirm that the Total Sale Price is genuine, and is not a sham or collusive price made in the interest or on behalf of any person, and that the Seller has not directly or indirectly been induced or solicited to submit a sham Total Sale Price.

By ______________________________
(Signature)

Title ______________________________

__________________________ |

STATE OF ______________________________
COUNTY OF ______________________________

Subscribed and sworn to before me this ______ day of ______________________________, 20_____.

__________________________ |
Signature of Notary Public

__________________________ |
My Commission Expires

Updated 7/5/2022
Special Requirements for Departments Acquiring Vehicles

All Fire Departments receiving cost-share funding for the purchase of a vehicle must comply with the following special requirements:

1. All department personnel must be trained in the proper operation and maintenance of trucks, pumps, systems, and related equipment. Personnel training must be documented.

2. All vehicles acquired under this program must be maintained in firefighting service for a period of 10 years from the reimbursement check date. If a cost-shared vehicle is sold before the end of its 10-year service life under this program, the grant recipient may be required to reimburse the program for 90% of the proceeds from the sale of the vehicle. The grant recipient must notify TFS in advance and must obtain clearance to sell or transfer a grant vehicle before the end of its 10-year service life. The Funding Committee may waive on a case-by-case basis the requirement that 90% of the sale proceeds be returned to the program. Recipients receiving transferred vehicles prior to the end of their 10-year service life shall be subject to the terms and conditions as described in this section.

3. All vehicles must meet the minimum standards described in the attachment “Minimum Standards and Specifications for Firefighting Vehicles.”

4. An “Affidavit of Non-Collusion” must be completed, signed, and notarized by the Seller of a vehicle. The Fire Department must submit the completed affidavit to the Texas A&M Forest Service before a grant reimbursement may be paid.

5. The purchase of pre-owned vehicles and equipment requires advance evaluation and approval by the TFS. An applicant must contact the TFS Capacity Building Department before purchasing a used vehicle or used equipment. Failure to receive this special advance clearance may void your grant approval.

6. Vehicles purchased, paid in full, prior to the award date are ineligible for reimbursement under this program.

Responsibilities of the fire department following notice of grant approval:

1. Purchase the approved item or items. Remember to obtain advance approval for pre-owned chassis.

2. Provide the Texas A&M Forest Service with Affidavit of Non-Collusion Form and copies of all proof of payment (signed check(s), credit card receipt(s), or paid vendor invoice(s) showing the last four digits of the credit card used, and/or bank or credit card statement(s) showing purchase). Please email to 2604@tfs.tamu.edu or fax to (979) 845-6160.

3. Before a grant reimbursement can be issued a TFS agent must inspect the vehicle at the fire station.

4. Grants for firefighting vehicles will expire 12 months from the approval date. Extensions may be available upon written request.

Updated 7/5/2022
Best Practices for Working with Fire Truck Converters

Research and get feedback from other fire departments that have done business with the vendor(s) you are considering.

Have a detailed, written contract with a completion date.

Be cautious of paying up front for.

Make sure the work you’re requesting is within the vendor’s area of expertise.

Updated 7/5/2022
Optional Suggested Specifications for CAFS-Equipped Firefighting Vehicles

The following Compressed Air Foam System (CAFS) specifications are for consideration as design options for mid-size CAFS modules. They exceed the minimum published standards for CAFS modules required under the HB 2604 grant program. These specifications are presented for informational purposes only. They are intended to guide fire departments in designing CAFS trucks with higher capability.

These specifications do not meet the current minimum standards for the Texas Addendum to ISO for CAFS Credit.

There are several possible considerations for creating a CAFS fire truck. The conversion can be accomplished by adding a fully self-contained CAFS module (water pump, air compressor, and foam proportioner), or by adding components to a truck or slip-on module, with one or more of these CAFS components already in place. Some CAFS manufacturers offer modules with or without water pumps and pricing will vary accordingly.

Suggested Specifications For a Mid-Sized CAFS Module:

WATER PUMP
  Minimum Capacity: 250 GPM at 40 PSI, with a minimum operating performance of 100 GPM at 100 PSI.
  Minimum CAFS Solution (Water) Flow: 45 GPM for a 1.5-inch discharge.

AIR COMPRESSOR
  Minimum Air Pressure: 100 PSI
  Minimum Air Flow: 45 SCFM for a 1.5-inch discharge.
  A Rotary-Screw compressor is required.

FOAM PROPORTIONER
  Unit should be equipped with a discharge-side foam proportioning system capable of inserting Class A foam in percentages from 0.01% to 1.0%.

  The foam concentrate insertion point should be downstream of the tank-fill discharge and the pump re-circulation line, with at least one check valve (recommended non-metallic) to prevent foam concentrate from entering the water supply.

PLUMBING
  Plumbing exposed to foam solution should be stainless steel, or where necessary for flexing, high-pressure wire-reinforced hose.

  Plumbing should be assembled using unions, flanges, swivels, etc., to facilitate the servicing of all components.

  Check valves should be used to prevent water from entering the air compressor and foam concentrate; to prevent air from entering the water pump and foam concentrate; to prevent foam concentrate from entering the water pump and air compressor; and to prevent foam concentrate from entering the water tank.

MINIMUM ACCESSORIES
  Unit should have vibration-dampening gauges for water and air pressure.

  Unit should have plumbed into the air system, a quick-connect female fitting for standard air hose male fittings.

MINIMUM OPERATIONAL PERFORMANCE
  CAFS flows should be capable of an operator-selectable “wet” to “dry” aerated foam discharge (similar trajectory to that of a water-only stream on the “wet” side, and have the ability to cling to a vertical surface on the “dry” side).

  CAFS unit should be able to produce independent flows of air, water, foam, solution, or CAFS, and simultaneous flows of compressed air foam, or foam solution and plain water, with combined flows up to the maximum rated GPM capacity of the pump at 100 PSI.

  The water pump discharge pressure should be operator-selectable.
Minimum Standards and Specifications for CAFS-Equipped Firefighting Vehicles

In addition to the minimum standards and specifications for Small Brush Trucks, Large Brush Trucks, and Tenders, the following minimum standards are required for CAFS equipped vehicles and Slip-On Modules:

**WATER PUMP**

Minimum Water Pump Capacity:
90 GPM @ 100 PSI

Minimum CAFS Solution (Water) Flow:
20 GPM for a 1-inch CAFS discharge

**AIR COMPRESSOR**

Minimum Air Pressure:
100 PSI

Minimum Air Flow:
20 SCFM for a 1-inch CAFS discharge

**FOAM PROPORTIONER**

Unit shall be equipped with a discharge-side foam proportioning system capable of inserting Class A Foam in percentages from 0.01% to 1.0%.

Foam concentrate insertion point shall be downstream of the tank-fill discharge and the pump recirculation line, with at least one check valve (recommended non-metallic) to prevent foam concentrate from entering the water supply.

**PLUMBING**

Plumbing exposed to foam solution shall be stainless steel or, where necessary for flexing, high-pressure wire-reinforced hose.

Plumbing shall be assembled using unions, flanges, swivels, etc., to facilitate the servicing of all components.

Check valves shall be used to prevent water from entering the air compressor and foam concentrate; to prevent air from entering the water pump and foam concentrate; to prevent foam concentrate from entering the water pump and air compressor; and to prevent foam concentrate and air from entering the water tank.

**MINIMUM ACCESSORIES**

Unit shall have vibration-dampening gauges for water and air pressure.

Unit shall have plumbed into the air system, a quick-connect female fitting for standard air hose male fittings.

**MINIMUM OPERATIONAL PERFORMANCE REQUIREMENTS**

CAFS flows shall be capable of an operator-selectable “wet” to “dry” aerated foam discharge (similar trajectory to that of a water-only stream on the “wet” side and have the ability to cling to a vertical surface on the “dry” side).

CAFS unit shall be able to produce independent flows of air, water, foam solution, or CAFS, and simultaneous flows of compressed air foam, or foam solution and plain water, with combined flows up to the maximum rated GPM capacity of the pump at 100 PSI.

The water pump discharge pressure shall be operator-selectable.

Updated 7/5/2022
Minimum Standards and Specifications
For Firefighting Vehicles

All vehicles funded under this program must be fire suppression vehicles and must meet the following minimum standards. These standards are developed to establish broad equipment categories for funding and review. They are not intended as “bid ready” equipment specifications. Departments are strongly encouraged to add capabilities and features required to meet local needs.

WEIGHT AND BALANCE
The fully loaded and equipped operating weight of the vehicle must not exceed the Gross Vehicle Weight Rating (GVWR) of the vehicle as determined by the manufacturer, nor the Gross Axle Weight Rating (GAWR) of the vehicle as determined by the manufacturer. The vehicle weight must be balanced so that the vehicle is easy to control. The vehicle center-of-gravity must be low enough to safely operate in curves and on side slopes. The vehicle must have effective brakes that can stop the vehicle without brake fade.

TANKS
All vehicles must have a water tank with a minimum capacity of 200 gallons. All water tanks must be baffled. Tanks constructed of mild steel are prohibited.

SMALL BRUSH TRUCK
A vehicle designated as a Small Brush Truck must meet the following design minimums:

- 200 Gallon Water Tank
- 100 GPM Pump @ 100 psi
- Ability to draft water a minimum of 12 vertical feet
- Two and one-half inch pump discharge
- Minimum 3/4 ton chassis

LARGE BRUSH TRUCK
A vehicle designated as a Large Brush Truck must meet the following design minimums:

- 500 Gallon Water Tank
- 250 GPM Pump @ 40 psi
- Ability to draft water a minimum of 12 vertical feet
- Two and one-half inch pump discharge
- Minimum 22,000 pound GVWR chassis

TENDER
A vehicle designated as a Tender must meet the following design minimums:

- 1,000 Gallon Water Tank
- 250 GPM Pump @ 40 psi
- Minimum Dump Valve of 4 1/2 inch (round or square)
- Ability to draft water a minimum of 12 vertical feet
- Minimum 22,000 pound GVWR chassis

OTHER MINIMUM SPECIFICATIONS
All slippery surfaces where personnel will step must have skid plates or abrasive surfaces to prevent personnel from slipping under wet conditions.

- Vehicle must have back-up alarm.
- Vehicle must have illuminated pump controls.
- Vehicle must have vehicle lighting and markings as required by law.

Updated 7/5/2022
NOTICE TO PURCHASERS OF NEW FIRE TRUCKS

The sale and lease of new motor vehicles in Texas is regulated by the Texas Occupations Code, Title 14, Regulation of Motor Vehicles and Transportation, Chapter 2301, Sale or Lease of Motor Vehicles. The law is administered and enforced by the Texas Department of Transportation (TxDOT).

The law requires that vehicle manufacturers, converters, representatives, and franchised dealers be properly licensed and that they comply with certain standards of conduct.

According to TxDOT interpretations, a franchised dealer, and only a franchised dealer, is legally allowed to sell a new fire truck in Texas. This applies whether the truck offered for sale is a manufactured vehicle or a converted vehicle.

Manufactured Vehicles

A fire truck that meets or exceeds the legal definition of a "fire-fighting vehicle" is considered a manufactured product and the entity that builds it is considered a "manufacturer".

Manufacturers cannot sell motor vehicles directly to consumers in Texas, including municipalities, and must have at least one franchised dealer located in the state in order to maintain their license.

Converted Vehicles

A fire truck that does not meet the legal definition of a "fire-fighting vehicle" is considered a converted product (conversion). It is a new motor vehicle chassis that has something substantial done to it prior to being sold to an end-user. The entity that builds it is considered a "converter".

Neither converters nor their representatives are allowed to sell converted vehicles directly to consumers. A new fire truck that is considered a conversion may only be sold to an end-user, including a municipality, by a Texas dealer franchised and licensed to sell the make of the chassis of the converted product.

A licensed, franchised dealer must be listed as the seller or bidder of a new vehicle. This dealer must invoice the end-user for the entire purchase price of the vehicle including the conversion package, must obtain payment for the entire purchase price, and must perform the title work on the completed vehicle.

WHAT SHOULD A FIRE DEPARTMENT DO?

1. Comply with the law:

   ➢ Determine that the manufacturer or converter of a fire truck is properly licensed to do business in Texas.
   ➢ Determine that the fire truck is to be sold to the end-user by a licensed franchised dealer.

2. Contact Texas Department of Motor Vehicles for information:

   Telephone: 1-888-368-4689
   Website: https://www.txdmv.gov/dealers

Texas A&M Forest Service is providing this notice for educational purposes only, in an effort to promote compliance with the law. The final authority for communication, interpretation, and enforcement resides with the Texas Department of Transportation. Buyers and sellers of new fire trucks are encouraged to contact TxDOT directly for clarification and guidance.

Updated 7/5/2022
July 05, 2022

Sinton Volunteer Fire Dept
301 E. Market St
SINTON, TX  78387

Case: 1278
County: SAN PATRICIO
VFDE-Doc#: E203638

Dear Chief,

Your application for Catastrophic Loss Emergency Grant assistance under the Rural Volunteer Fire Department Assistance Program (HB 2604) has been APPROVED. The following items are qualified for cost-share reimbursement:

<table>
<thead>
<tr>
<th>Item</th>
<th>Our Maximum Cost-share Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMERGENCY TENDER</td>
<td>$109,944.00</td>
</tr>
</tbody>
</table>

This grant will expire on July 05, 2023

The attached guidelines describe your obligations under this program. Failure to provide the necessary documentation to support payment of the grant award by the expiration date will result in cancellation of the award. Extensions must be requested by the fire department and approved in writing by Texas A&M Forest Service.

Please indicate below whether you wish to accept or decline this cost-share grant, and return a signed copy to us within 14 days of receipt of this letter.

Congratulations! Please contact us if you need additional information.

☐ Accept    ☐ Decline    ☐ CAFS Unit

______________  ______________
Signature and Title                  Date

Chief Officer or President

Attached: 1) Special Requirements for Departments Acquiring Vehicles
          2) Affidavit of Non-Collusion
          3) Minimum Standards and Specifications for Firefighting Vehicles
          4) Notice to Purchasers of New Fire Trucks
          5) Optional Suggested Specifications for CAFS-Equipped Vehicles

__________________________________________
Texas A&M Forest Service - Forest Resource Protection
200 Technology Way, Suite 1162  College Station, Texas 77845-3424
TEL (979) 458-6505  FAX (979) 845-6160
TexasFD.com

Updated 7/5/2022
# EMERGENCY APPLICATION
## RURAL VOLUNTEER FIRE DEPARTMENT ASSISTANCE PROGRAM
### CATASTROPHIC LOSS

**Name of Fire Department:** Sinton Fire Department  
**Physical Address:** 301 E. Market St, Sinton 78387  
**Mailing Address:**  
**County:** San Patricio  
**E-Mail Address:** Sintonfire18@gmail.com  
**Department Phone Number:** 361-437-9783  
**Fax Number:**  
**Point of Contact:** Albert Castillo  
**Contact Phone Number:** 361-437-9783

## Fire Department Officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone:</th>
<th>Cell:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albert Castillo</td>
<td>Fire Chief</td>
<td>361-437-9783</td>
<td></td>
</tr>
<tr>
<td>Austin Tucker</td>
<td>3rd Assistant Chief</td>
<td>361-816-8566</td>
<td></td>
</tr>
<tr>
<td>James Garcia</td>
<td>President</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Do you provide fire protection services to a designated primary protection area, identified by the county?  

**Yes**

**State of Texas Charter Number:** Under City

**Federal Tax Identification Number:** 74-6002304  
**Year Department was Created:**

**Membership:**  
- Number of Volunteers: 15  
- Number of Paid Full-Time: 0  
- Number of Paid Part-Time*: 0

*Do not include part time members used in a pool to backfill other paid positions.

**Population of the Primary 911 Protection Area:**

Please provide the following information regarding the nearest viable mutual-aid department.

**Name of Mutual Aid Department:** Odem

**Distance, in miles, to the nearest viable mutual aid department (station to station):** 9

Paid Positions include:  
- Firefighters, EMS, Administrative Personnel,  
- Fire Marshals, etc.
Please describe the catastrophic event.

Sinton VFD was paged out to a grass fire on Cr 2347 and FM 1945. (BFI Landfill) Clemente drove 1247 and was first on scene. They staged their apparatus on Cr 2347 a quarter of a mile facing FM 1945. The apparatus was down wind of the fire. Not long after being on scene, Brush 1 arrived and drove past 1247 and proceeded to attack the fire. While Brush 1 was fighting fire for approx 15 minutes, 1247 (Clemente) got on the radio panicking stating "3 firemen were burned, he was burned and that the truck was on fire." 1241 (Tommy Sanchez) made it to the scene and ordered Brush 1 to go assist 1247. When Brush 1 arrived where 1247 was, they noticed 2 other citizens were burned. Brush 1 loaded the patients on truck and took them safety. Elena Sanchez and the other two citizens were transported by ambulance. Clemente Sanchez was transported by halo. 1247 (water tender) was total loss from fire.

IRS FORM W-9: A completed IRS Form W-9 must accompany this application. Please ensure completeness to assist in the timely processing of your application.

(Required)

APPLICANT CERTIFICATION: I certify that the information contained in this application is true and accurate to the best of my knowledge and that I am duly authorized to certify this application on behalf of the fire department. I understand that knowingly making false or fraudulent statements or representations may result in program sanctions and/or criminal penalties.

Name: (print) Albert Castillo
Title: Fire Chief
Date: May 27, 2022

To submit electronically:
Press the Submit Form button or download and email this PDF form to:
2604@fis.tamu.edu

To submit by mail or fax:
Press the Print Form button. Be sure to attach your supporting documents before sending.
For questions, please contact us at:
2604@fis.tamu.edu or by phone:
(979) 458-6505

Mail or Fax to:
Rural VFD Assistance Program
Texas A&M Forest Service
Capacity Building Department
200 Technology Way, Suite 1162
College Station, Texas 77845
Fax: (979) 845-6160
<table>
<thead>
<tr>
<th>Program Element</th>
<th>Estimated Total Cost</th>
<th>TFS Cost Share</th>
<th>Requested Amount</th>
<th>TFS Maximum Allowable Amount</th>
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<tbody>
<tr>
<td>Water Tender</td>
<td>375,000</td>
<td>x 90%</td>
<td>220,000</td>
<td>$220,000</td>
</tr>
<tr>
<td>Large Brush Truck</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Brush Truck</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Chassis Large</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Chassis Small</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Essential Equipment Repairs/</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Note:** Purchases made in advance of an award are not eligible for reimbursement.

Was the fire truck/essential equipment lost in a catastrophic event?  
☑ Yes  ☐ No

Did the loss occur while responding to a declared state of disaster?  
☐ Yes  ☑ No

If yes, state the name of the disaster: [ ]

Does the department have remaining firefighting vehicles/equipment that can fulfill the functions of the lost truck/equipment?  
☑ Yes  ☐ No

Is community fire protection compromised due to the loss?  
☑ Yes  ☐ No

Is there nearby mutual aid assistance available?  
☑ Yes  ☐ No

Was there an insurance settlement on the loss? If yes, please provide details and the settlement amount, as well as a copy of the insurance settlement documentation.  
☑ Yes $110,056.00  ☐ No

**Settlement Details:** Check for 111,056.00-1,000 Deductable

Is there an accident report? If so, please attach a copy.  
☐ Yes  ☑ No

*Please attach photos of the department’s remaining fleet (if applicable).*
Rescue 1244
(Currently not running)
Pay **ONE Hundred TEN Thousand FIFTY SIX Dollars and ZERO Cents**

To City of Sinton  
PO Box 1395  
Sinton, TX  78387-1395

<table>
<thead>
<tr>
<th>CLAIM NUMBER</th>
<th>PAYMENT FOR</th>
<th>FOR THE PERIOD</th>
<th>AMOUNT</th>
<th>ADJUSTER LINE CATEGORY</th>
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</thead>
<tbody>
<tr>
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<td>Sinton</td>
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<td>111,056.00</td>
<td>HBrown Vehicle</td>
</tr>
<tr>
<td>AU0000000165389</td>
<td>2013 Kentworth total burn</td>
<td></td>
<td>-1,000.00</td>
<td>HBrown Deductible</td>
</tr>
</tbody>
</table>

City of Sinton  
09056550  
110,056.00  
03/31/22
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CITY OF SINTON

2 Business name/disregarded entity name, if different from above

SINTON VOLUNTEER FIRE DEPARTMENT

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ▶

Exemption from FATCA reporting code (if any) ▶

[Spaces to account maintained outside the U.S.]

5 Address (number, street, and apt. or suite no.) See instructions.

301 E MARKET

6 City, state, and ZIP code

SINTON, TX 78387

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 5/13/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)

* Form 1099-DIV (dividends, including those from stocks or mutual funds)

* Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

* Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

* Form 1099-S (proceeds from real estate transactions)

* Form 1099-K (merchant card and third party network transactions)

* Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

* Form 1099-C (canceled debt)

* Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
May 31, 2022

Case: 1278
County: SAN PATRICIO

Sinton Volunteer Fire Dept
301 E. Market St
SINTON, TX  78387

Dear Chief:

Your Catastrophic Loss Emergency Grant application to the Rural Volunteer Fire Assistance Program (HB 2604) has been received. Your request will be evaluated by the funding committee and we will notify you as soon as a decision has been made.

Please call 979-458-6505 if you need additional information.

Sincerely,

Capacity Building Department

CATASTROPHIC LOSS
C/S EMER TENDER
July 05, 2022

Sinton Volunteer Fire Dept
301 E. Market St
SINTON, TX 78387

Case: 1278
County: SAN PATRICIO
VFDE-Doc#: E203638

Dear Chief,

Your application for Catastrophic Loss Emergency Grant assistance under the Rural Volunteer Fire Department Assistance Program (HB 2604) has been APPROVED. The following items are qualified for cost-share reimbursement:

<table>
<thead>
<tr>
<th>Item</th>
<th>Our Maximum Cost-share Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMERGENCY TENDER</td>
<td>90% of the actual cost, not to exceed $109,944.00</td>
</tr>
</tbody>
</table>

**This grant will expire on July 05, 2023**

The attached guidelines describe your obligations under this program. Failure to provide the necessary documentation to support payment of the grant award by the expiration date will result in cancellation of the award. Extensions must be requested by the fire department and approved in writing by Texas A&M Forest Service.

Please indicate below whether you wish to accept or decline this cost-share grant, and return a signed copy to us within 14 days of receipt of this letter.

Congratulations! Please contact us if you need additional information.

[ ] Accept [ ] Decline [ ] CAFS Unit

[Signature and Title]

Chief Officer or President

[Date] 07/05/2022

Attached: 1) Special Requirements for Departments Acquiring Vehicles
2) Affidavit of Non-Collusion
3) Minimum Standards and Specifications for Firefighting Vehicles
4) Notice to Purchasers of New Fire Trucks
5) Optional Suggested Specifications for CAFS-Equipped Vehicles

Texas A&M Forest Service - Forest Resource Protection
200 Technology Way, Suite 1162 College Station, Texas 77845-3424
TEL (979) 458-6505 FAX (979) 845-6160
TexasFD.com

Updated 7/5/2022
Special Requirements for Departments Acquiring Vehicles

All Fire Departments receiving cost-share funding for the purchase of a vehicle must comply with the following special requirements:

1. All department personnel must be trained in the proper operation and maintenance of trucks, pumps, systems, and related equipment. Personnel training must be documented.

2. All vehicles acquired under this program must be maintained in firefighting service for a period of 10 years from the reimbursement check date. If a cost-shared vehicle is sold before the end of its 10-year service life under this program, the grant recipient may be required to reimburse the program for 90% of the proceeds from the sale of the vehicle. The grant recipient must notify TFS in advance and must obtain clearance to sell or transfer a grant vehicle before the end of its 10-year service life. The Funding Committee may waive on a case-by-case basis the requirement that 90% of the sale proceeds be returned to the program. Recipients receiving transferred vehicles prior to the end of their 10 year service life shall be subject to the terms and conditions as described in this section.

3. All vehicles must meet the minimum standards described in the attachment “Minimum Standards and Specifications for Firefighting Vehicles.”

4. An “Affidavit of Non-Collusion” must be completed, signed, and notarized by the Seller of a vehicle. The Fire Department must submit the completed affidavit to the Texas A&M Forest Service before a grant reimbursement may be paid.

5. The purchase of pre-owned vehicles and equipment requires advance evaluation and approval by the TFS. An applicant must contact the TFS Capacity Building Department before purchasing a used vehicle or used equipment. Failure to receive this special advance clearance may void your grant approval.

6. Vehicles purchased, paid in full, prior to the award date are ineligible for reimbursement under this program.

Responsibilities of the fire department following notice of grant approval:

1. **Purchase** the approved item or items. Remember to obtain advance approval for pre-owned chassis.

2. Provide the Texas A&M Forest Service with Affidavit of Non-Collusion Form and copies of all proof of payment (signed check(s), credit card receipt(s), or paid vendor invoice(s) showing the last four digits of the credit card used, and/or bank or credit card statement(s) showing purchase). Please email to 2604@tfs.tamu.edu or fax to (979) 845-6160.

3. Before a grant reimbursement can be issued a TFS agent must inspect the vehicle at the fire station.

4. Grants for firefighting vehicles will expire **12 months** from the approval date. Extensions may be available upon written request.

*Updated 7/5/2022*
STATE OF ______________________
COUNTY OF ______________________

GENERAL AFFIDAVIT BEFORE NOTARY

AFFIDAVIT OF NON-COLLUSION

SELLER

Name ______________________
Address ______________________
City, State, Zip ______________________
Telephone ______________________

PURCHASER

Name ______________________
Address ______________________
City, State, Zip ______________________
Telephone ______________________

______________________________

VEHICLE INFORMATION

Model Year ______________________
Make ______________________
Vehicle Identification Number ______________________

Date of Sale ______________________
Total Sale Price $ ______________________

I, ______________________, the undersigned, being the duly authorized agent of the Seller, ______________________, swear that the foregoing information is true and correct to the best of my knowledge, information, and belief, and that this document correctly states the total amount of consideration for the transfer of this vehicle. I further affirm that neither I nor the above business has been a party to any collusion with the Purchaser as to the Total Sale Price of the vehicle. I further affirm that the Total Sale Price is genuine, and is not a sham or collusive price made in the interest or on behalf of any person, and that the Seller has not directly or indirectly been induced or solicited to submit a sham Total Sale Price.

By ______________________
(Signature)

Title ______________________

______________________________

STATE OF ______________________
COUNTY OF ______________________

Subscribed and sworn to before me this ______ day of ______________________, 20_____.

______________________________
Signature of Notary Public

______________________________
My Commission Expires

Updated 7/5/2022
Minimum Standards and Specifications
For Firefighting Vehicles

All vehicles funded under this program must be fire suppression vehicles and must meet the following minimum standards. These standards are developed to establish broad equipment categories for funding and review. They are not intended as “bid ready” equipment specifications. Departments are strongly encouraged to add capabilities and features required to meet local needs.

WEIGHT AND BALANCE
The fully loaded and equipped operating weight of the vehicle must not exceed the Gross Vehicle Weight Rating (GVWR) of the vehicle as determined by the manufacturer, nor the Gross Axle Weight Rating (GAWR) of the vehicle as determined by the manufacturer. The vehicle weight must be balanced so that the vehicle is easy to control. The vehicle center-of-gravity must be low enough to safely operate in curves and on side slopes. The vehicle must have effective brakes that can stop the vehicle without brake fade.

TANKS
All vehicles must have a water tank with a minimum capacity of 200 gallons. All water tanks must be baffled. Tanks constructed of mild steel are prohibited.

SMALL BRUSH TRUCK
A vehicle designated as a Small Brush Truck must meet the following design minimums:

- 200 Gallon Water Tank
- 100 GPM Pump @ 100 psi
- Ability to draft water a minimum of 12 vertical feet
- Two and one-half inch pump discharge
- Minimum ¾ ton chassis

LARGE BRUSH TRUCK
A vehicle designated as a Large Brush Truck must meet the following design minimums:

- 500 Gallon Water Tank
- 250 GPM Pump @ 40 psi
- Ability to draft water a minimum of 12 vertical feet
- Two and one-half inch pump discharge
- Minimum 22,000 pound GVWR chassis

TENDER
A vehicle designated as a Tender must meet the following design minimums:

- 1,000 Gallon Water Tank
- 250 GPM Pump @ 40 psi
- Minimum Dump Valve of 4 ½ inch (round or square)
- Ability to draft water a minimum of 12 vertical feet
- Minimum 22,000 pound GVWR chassis

OTHER MINIMUM SPECIFICATIONS
All slippery surfaces where personnel will step must have skid plates or abrasive surfaces to prevent personnel from slipping under wet conditions.

Vehicle must have back-up alarm.
Vehicle must have illuminated pump controls.
Vehicle must have vehicle lighting and markings as required by law.

Updated 7/5/2022
NOTICE TO PURCHASERS OF NEW FIRE TRUCKS

The sale and lease of new motor vehicles in Texas is regulated by the Texas Occupations Code, Title 14, Regulation of Motor Vehicles and Transportation, Chapter 2301, Sale or Lease of Motor Vehicles. The law is administered and enforced by the Texas Department of Transportation (TXDOT).

The law requires that vehicle manufacturers, converters, representatives, and franchised dealers be properly licensed and that they comply with certain standards of conduct.

According to TXDOT interpretations, a franchised dealer, and only a franchised dealer, is legally allowed to sell a new fire truck in Texas. This applies whether the truck offered for sale is a manufactured vehicle or a converted vehicle.

Manufactured Vehicles

A fire truck that meets or exceeds the legal definition of a “fire-fighting vehicle” is considered a manufactured product and the entity that builds it is considered a “manufacturer”.

Manufacturers cannot sell motor vehicles directly to consumers in Texas, including municipalities, and must have at least one franchised dealer located in the state in order to maintain their license.

Converted Vehicles

A fire truck that does not meet the legal definition of a “fire-fighting vehicle” is considered a converted product (conversion). It is a new motor vehicle chassis that has something substantial done to it prior to being sold to an end-user. The entity that builds it is considered a “converter”.

Neither converters nor their representatives are allowed to sell converted vehicles directly to consumers. A new fire truck that is considered a conversion may only be sold to an end-user, including a municipality, by a Texas dealer franchised and licensed to sell the make of the chassis of the converted product.

A licensed, franchised dealer must be listed as the seller or bidder of a new vehicle. This dealer must invoice the end-user for the entire purchase price of the vehicle including the conversion package, must obtain payment for the entire purchase price, and must perform the title work on the completed vehicle.

WHAT SHOULD A FIRE DEPARTMENT DO?

1. Comply with the law:
   - Determine that the manufacturer or converter of a fire truck is properly licensed to do business in Texas.
   - Determine that the fire truck is to be sold to the end-user by a licensed franchised dealer.

2. Contact Texas Department of Motor Vehicles for information:
   - Telephone: 1-888-368-4689
   - Website: https://www.txdmv.gov/dealers

Texas A&M Forest Service is providing this notice for educational purposes only, in an effort to promote compliance with the law. The final authority for communication, interpretation, and enforcement resides with the Texas Department of Transportation. Buyers and sellers of new fire trucks are encouraged to contact TXDOT directly for clarification and guidance.

Updated 7/5/2022
Minimum Standards and Specifications for CAFS-Equipped Firefighting Vehicles

In addition to the minimum standards and specifications for Small Brush Trucks, Large Brush Trucks, and Tenders, the following minimum standards are required for CAFS equipped vehicles and Slip-On Modules:

**WATER PUMP**
Minimum Water Pump Capacity:
90 GPM @ 100 PSI

Minimum CAFS Solution (Water) Flow:
20 GPM for a 1-inch CAFS discharge

**AIR COMPRESSOR**
Minimum Air Pressure:
100 PSI

Minimum Air Flow:
20 SCFM for a 1-inch CAFS discharge

**FOAM PROPORTIONER**
Unit shall be equipped with a discharge-side foam proportioning system capable of inserting Class A Foam in percentages from 0.01% to 1.0%.

Foam concentrate insertion point shall be downstream of the tank-fill discharge and the pump recirculation line, with at least one check valve (recommended non-metallic) to prevent foam concentrate from entering the water supply.

**PLUMBING**
Plumbing exposed to foam solution shall be stainless steel or, where necessary for flexing, high-pressure wire-reinforced hose.

Plumbing shall be assembled using unions, flanges, swivels, etc., to facilitate the servicing of all components.

Check valves shall be used to prevent water from entering the air compressor and foam concentrate; to prevent air from entering the water pump and foam concentrate; to prevent foam concentrate from entering the water pump and air compressor; and to prevent foam concentrate and air from entering the water tank.

**MINIMUM ACCESSORIES**
Unit shall have vibration-dampening gauges for water and air pressure.
Unit shall have plumbed into the air system, a quick-connect female fitting for standard air hose male fittings.

**MINIMUM OPERATIONAL PERFORMANCE REQUIREMENTS**
CAFS flows shall be capable of an operator-selectable "wet" to "dry" aerated foam discharge (similar trajectory to that of a water-only stream on the "wet" side and have the ability to cling to a vertical surface on the "dry" side).

CAFS unit shall be able to produce independent flows of air, water, foam solution, or CAFS, and simultaneous flows of compressed air foam, or foam solution and plain water, with combined flows up to the maximum rated GPM capacity of the pump at 100 PSI.

The water pump discharge pressure shall be operator-selectable.

*Updated 7/5/2022*
Optional Suggested Specifications for CAFS-Equipped Firefighting Vehicles

The following Compressed Air Foam System (CAFS) specifications are for consideration as design options for mid-size CAFS modules. They exceed the minimum published standards for CAFS modules required under the HB 2604 grant program. These specifications are presented for informational purposes only. They are intended to guide fire departments in designing CAFS trucks with higher capability.

These specifications do not meet the current minimum standards for the Texas Addendum to ISO for CAFS Credit.

There are several possible considerations for creating a CAFS fire truck. The conversion can be accomplished by adding a fully self-contained CAFS module (water pump, air compressor, and foam proportioner), or by adding components to a truck or slip-on module, with one or more of these CAFS components already in place. Some CAFS manufacturers offer modules with or without water pumps and pricing will vary accordingly.

Suggested Specifications For a Mid-Sized CAFS Module:

WATER PUMP
Minimum Capacity: 250 GPM at 40 PSI, with a minimum operating performance of 100 GPM at 100 PSI.
Minimum CAFS Solution (Water) Flow: 45 GPM for a 1.5-inch discharge.

AIR COMPRESSOR
Minimum Air Pressure: 100 PSI
Minimum Air Flow: 45 SCFM for a 1.5-inch discharge.
A Rotary-Screw compressor is required.

FOAM PROPORTIONER
Unit should be equipped with a discharge-side foam proportioning system capable of inserting Class A foam in percentages from 0.01% to 1.0%.

The foam concentrate insertion point should be downstream of the tank-fill discharge and the pump re-circulation line, with at least one check valve (recommended non-metallic) to prevent foam concentrate from entering the water supply.

PLUMBING
Plumbing exposed to foam solution should be stainless steel, or where necessary for flexing, high-pressure wire-reinforced hose.

Plumbing should be assembled using unions, flanges, swivels, etc., to facilitate the servicing of all components.

Check valves should be used to prevent water from entering the air compressor and foam concentrate; to prevent air from entering the water pump and foam concentrate; to prevent foam concentrate from entering the water pump and air compressor; and to prevent foam concentrate from entering the water tank.

MINIMUM ACCESSORIES
Unit should have vibration-dampening gauges for water and air pressure.

Unit should have plumbed into the air system, a quick-connect female fitting for standard air hose male fittings.

MINIMUM OPERATIONAL PERFORMANCE
CAFS flows should be capable of an operator-selectable “wet” to “dry” aerated foam discharge (similar trajectory to that of a water-only stream on the “wet” side, and have the ability to cling to a vertical surface on the “dry” side).

CAFS unit should be able to produce independent flows of air, water, foam, solution, or CAFS, and simultaneous flows of compressed air foam, or foam solution and plain water, with combined flows up to the maximum rated GPM capacity of the pump at 100 PSI.

The water pump discharge pressure should be operator-selectable.

Updated 7/5/2022
Best Practices for Working with Fire Truck Converters

Research and get feedback from other fire departments that have done business with the vendor(s) you are considering.

Have a detailed, written contract with a completion date.

Be cautious of paying up front for

Make sure the work you’re requesting is within the vendor’s area of expertise.

Updated 7/5/2022
Pre-approval for purchase of used Tender

2 messages

Sinton Fire Department <sintonfire18@gmail.com>                      Thu, Jul 13, 2023 at 2:00 PM
To: 2604 <2604@tfs.tamu.edu>

Good Afternoon
Attached is a letter requesting approval to purchase a used Tender using TSF grant money. If you have any questions please do not hesitate to contact me.

Sincerely,
Austin Tucker
2nd Assistant Chief
Sinton Volunteer Fire Department
361-816-8566

▶️ TFS pre-approval for used Tender.pdf
8424K

2604 <2604@tfs.tamu.edu>                      Fri, Jul 14, 2023 at 11:31 AM
To: "sintonfire18@gmail.com" <sintonfire18@gmail.com>

Good morning, Chief Tucker –

We appreciate you sending us the photos and details of the truck the department wishes to purchase. We are pleased to let the department know that the Funding Committee has approved the purchase of the used truck as identified below.

- 2003 Freightliner Tender
- VIN 1FVHCYAK63HM03029

The cost-share for this purchase will remain at 90/10 with the department to be reimbursed 90% of the actual cost, not to exceed $109,944.

Should you have any questions, please do not hesitate to contact our office.

Thank you,

Texas A&M Forest Service

Texas A&M Forest Service | Capacity Building Department
200 Technology Way, Suite 1162 | College Station, TX 77845
Office: 979.458.6505 | FAX: 979.845.6160 | 2604@tfs.tamu.edu
As of June 7, 2023, all training tuition, apparatus, and equipment applications & reimbursement documentation must be submitted through FireConnect. Sign in to FireConnect to apply and stay up-to-date. Video walkthroughs of the application processes can be found on TexasFD.com.
June 22, 2023

Case: 1278
County: SAN PATRICIO
E-Doc #: E203638

Sinton Volunteer Fire Dept
301 E. Market St
SINTON, TX 78387

Dear Chief,

We have received your request to extend the deadline for completing the purchase of C/S EMER TENDER. After reviewing your justification, we are approving an extension, making the new expiration date January 05, 2024.

For your department to receive reimbursement under the grant program, we must receive your completed purchase documents by the expiration date. If documents are not received by then, the grant will be cancelled and no reimbursement will be issued.

Please call 979-458-6505 if we can be of further assistance.

Sincerely,

Capacity Building Department
Good afternoon,

Please see attached grant extension approval letter.

Thank you,
2604 Program

Starting January 1, 2023, all training tuition applications must be submitted through FireConnect. Sign in to FireConnect at fireconnect.tfs.tamu.edu/ to apply for and stay up to date. A video walkthrough of the training tuition application process can be found Fire Department Assistance – Texas A&M Forest Service Facebook page (post dated September 15th) and TexasFD.com.

Thank you so much
[Quoted text hidden]
Request for extension Emergency Tender Grant.

2 messages

Sinton Fire Department <sintonfire18@gmail.com>  Wed, Jun 21, 2023 at 3:17 PM
To: 2604 <2604@tfs.tamu.edu>

The Sinton Volunteer Fire Department is requesting an extension for our Emergency Tender Grant. As you are well aware of the rising cost of equipment it has become necessary for us to contact our local industry partners for assistance in obtaining the funds needed to purchase a new water tender. Unfortunately our request has not been reviewed and the board only meets quarterly. We have started looking at used equipment but this market is also difficult. If you have any questions please feel free to contact us.

Austin Tucker
2nd Assistant Chief
Sinton Volunteer Fire Department
361-816-8566 Cell

2604 <2604@tfs.tamu.edu>  Thu, Jun 22, 2023 at 4:22 PM
To: Sinton Fire Department <sintonfire18@gmail.com>, 2604 <2604@tfs.tamu.edu>

Good afternoon,

We will send your request for approval. If it is approved we will email you extension approval letter.

Thank you,
2604 Program

Texas A&M Forest Service | Capacity Building Department
200 Technology Way, Suite 1162 | College Station, TX 77845
Office: 979.458.6505 | FAX: 979.845.6160 | 2604@tfs.tamu.edu

As of June 7, 2023, all RVFDAP training tuition, apparatus, and equipment applications & reimbursement documentation must be submitted through FireConnect. Sign in to FireConnect to apply and stay up-to-date. Video walkthroughs of the application processes can be found on TexasFD.com.

[Quoted text hidden]
RESOLUTION NO. 20230801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SINTON TEXAS,
APPROVING THE FEDERAL GRANT PROCUREMENT POLICY, ATTACHED AS
EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE.

WHEREAS, the City of Sinton follows the State of Texas and Federal 2CFR 200.318-200.326 and Appendix II to
Part 200 procurement law and guidance in the purchasing and contract management of goods and services; and

WHEREAS, Federal Regulations require that with funding awards, the recipient adopt additonal federal regulations
that are not included in our current Internal Controls Policy; and

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

Section 1: The City Council hereby approves the Federal Grant Procurement Policy, which is attached as Exhibit A.

Section 2: Any prior resolution of the City in conflict with the provisions contained in this resolution are hereby
repealed and revoked.

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected
thereby, and such remaining portions are hereby declared to be severable.

Section 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sinton, Texas on the 1st day of August
2023.

APPROVED:

__________________________
Mayor Edward Adams

ATTEST:

__________________________
Cathy Duhart, City Secretary

APPROVED AS TO FORM:

__________________________
Desiree Voth, City Attorney
CITY OF SINTON
FEDERAL GRANT PROCUREMENT POLICY

The City of Sinton follows State of Texas and Federal 2CFR 200.318-200.326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses federal purchasing requirements as required by 2 CFR 200 pertaining to the expenditure of federal grant funds.

A. Standards of Conduct

Public employment is a public trust. It is the policy of the City of Sinton to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City of Sinton. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with the City of Sinton also observe the ethical standards prescribed herein.

Code of Ethics

1. Personal Gain. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City of Sinton by any conduct inconsistent with the proper discharge of the employee's duties.

2. Influence. It shall be a breach of ethics to attempt to influence any public employee of the City of Sinton to breach the standards of ethical conduct set forth in this code.

3. Conflicts of Interest. It shall be a breach of ethics for any employee of the City of Sinton to participate directly or indirectly in procurement when the employee knows that:

   1) the employee of any member of the employee's immediate family has a financial interest pertaining to the procurement.
   2) a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
   3) any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
4 **Gratuities.** It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of Sinton, or for any employee or former employee of the City of Sinton to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.

5 **Kickbacks.** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City of Sinton, or any person associated therewith, as an inducement for the award of a subcontract or order.

6 **Contract Clause.** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

7 **Confidential Information.** It shall be a breach of ethics for any employee or former employee of the City of Sinton knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

8 The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and condition of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record.

9 The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price.

10 (1) The Non-Federal entity may use a time-and-material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

**Competition**

All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

**Five Methods for Procuring with Federal Funds**

2 CFR § 200.320 provides for five methods that must be used when making purchases with Federal funds. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the City of Sinton affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.
The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchases
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

**Micro-Purchases (Purchases up to $3,000.00)**

Federal methods provide for procurement by micro-purchase. Micro-purchase is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed $3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The City of Sinton utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of $3,000.00 if the price is reasonable. The program manager responsible for the Federal award determines if the price is reasonable.

Quotes are not required but encouraged. If quotes are obtained for items under $3,500.00, they should be kept in the department and attached to the requisition.

**Small Purchase Procedures (Purchases between $3,000.01 and $149,999.99 in the Aggregate)**

The Federal threshold for small purchase procedures is $150,000. 2 CFR § 200.320(b).

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than $149,999.99.

For purchases funded from local funds, to obtain the most competitive price, the City of Sinton, may, at its option, obtain price quotes for items costing less than $150,000. Unlike the mandatory competitive procurement described for purchases over $150,000, if an item to be paid from local funds costs less than $150,000, the City of Sinton may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using State or Federal funds to purchase goods or services, price or rate quotations must be obtained from an adequate number of qualified sources for all purchases between $3,000.01 and $49,999.99 or use the competitive procurement process.
The City of Sinton must obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote. Such price or rate quotations may be obtained orally and/or documented in writing, and the City of Sinton must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

**Purchases $150,000 or More in the Aggregate**

According to Texas law, one of the following competitive methods must be used for purchases of $150,000 or more in the aggregate:

1. competitive bidding for services other than construction services;
2. competitive sealed proposals, for services other than construction services;
3. a request for proposals, for services other than construction services;
4. an interlocal contract;
5. a method provided by Chapter 2269, Government Code, for construction services;
6. the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
7. the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below, when purchasing with Federal funds: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).

**Sealed Bids (Formal Advertising)**

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.
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If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

*Competitive Proposals*

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The City of Sinton must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the City of Sinton may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used
as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, State requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the Federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

In this case, the City of Sinton must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the City of Sinton will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.
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Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Firms
The City of Sinton will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women’s business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above.

Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Cost/Price Analysis for Federal Procurements in Excess of $150,000

In accordance with the requirements in 2 CFR § 200.324, the City of Sinton will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the City of Sinton conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with Federal funds in excess of $150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the City of Sinton will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.324(a).

Accordingly, the City of Sinton performs a cost or price analysis in connection with every Federal procurement action in excess of $150,000, including contract modifications, as follows:

Cost Analysis ➔ Non-competitive Contracts: A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.
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- All non-competitive contracts must also be awarded and paid on a cost-reimbursement basis, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a cost analysis, the City of Sinton negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

**Price Analysis → Competitive Contracts:** A price analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services.
- In general, a price analysis can only be used with competitive contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

**Federal awarding agency or pass-through entity review.**

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the
specifications, with such review usually limited to the technical aspects of the proposed purchase.

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The Non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency’s right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.
Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract Administration

The City of Sinton maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the Federal award is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor’s work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the City of Sinton, the City of Sinton uses the following guidelines to determine whether each agreement it makes for the disbursement of Federal funds is a contract, whereby funds are awarded to a contractor, or a subaward, whereby funds are awarded to a subrecipient. The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.
Subawards/Subgrants

A subaward/subgrant is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The City of Sinton determines who is eligible to receive what Federal assistance, and a subrecipient/subgrantee:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable Federal program requirements, and
- In accordance with the subgrant agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the City of Sinton.

Contracts

A contract is for the purpose of obtaining goods or services for the City of Sinton’s own use and creates a procurement relationship with the contractor.

A contractor:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the Federal program, and
- Is not subject to compliance requirements of the Federal program as a result of the contract, though similar requirements may apply for other reasons

Documentation for Contracts

The City of Sinton maintains the following written documentation, at a minimum, for each contract paid with Federal funds:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement
4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
5. Documentation that the contractor was not paid before services were performed, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

Payment Only After Services Are Performed

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in advance of performing services. Advance payment to contractors is considered “lending credit” to the contractor and is prohibited under the Texas Constitution, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an invoice to the City of Sinton that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the City of Sinton will designate the appropriate staff to verify that the quantity and quality of goods were as specified
in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases.

If the purpose of the contract is to purchase services, the contract manager along with the City Mayor will verify that the quality and scope of services were received as specified in the contract.

**Prompt Payment to Vendors/Contractors**

The City of Sinton pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the *Texas Prompt Payment Act*. *Government Code, Chapter 2251, Subchapter A, for all contractors, and Property Code, Chapter 28 for Construction Contractors.*

**Suspension and Debarment**

The City of Sinton will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- **Contractors:** All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management (‘SAM’) to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: https://sam.gov/SAM/pages/public/searchRecords/search.jsf.

- **Subcontractors:** Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.