



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 6, 2016**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, December 6, 2016 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. To solicit input on the Smoking Ordinance. Attachment

IV. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished

with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

- A. Approval of the Minutes of the following:
 - 1) Regular Meeting on November 15, 2016 and
 - 2) Special Called Meeting of November 16, 2016. (Staffed by City Secretary's Office.) Attachment

- B. Approval on second and final reading of Ordinance 2016-43 amending Ordinance 69-9 "An Ordinance Establishing a First Zone and a Second Fire Zone, and Fixing the Boundaries of Each Such Zone," excluding certain zones from First and Second Fire Zones and authorize the Mayor to execute any related documents. (First Reading held November 15, 2016; Staffed by Planning and Code Enforcement Department.) Attachment

- C. Approval of Resolution 2016-69 to approve and adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

- D. Approval of Resolutions 2016-70 and 2016-71 amending Resolutions 2015-65 and 2015-66 authorizing the Mayor and City Commission, identifying Commissioner Josh Pedraza, to exercise certain powers identified with BBVA and Frost Bank, including opening of accounts, certificates of deposit, transferring funds, securing safe deposit boxes, and making inquiries pertaining to accounts and authorize the Mayor and Commission to execute any related documents. (Staffed by Finance Department.) Attachment

- E. Authorization of the Finance Director to conduct any required 2016-2017 audit of forfeiture funds as per Article 59.06 of the Code of Criminal Procedure. (Staffed by Finance Department.) Attachment

- F. Acceptance of funds in the amount of \$13,000.00 from United States Department of Justice Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding. (Staffed by Police Department.) Attachment

- G. Approval of the application and acquisition of controlled property by Weslaco Police Department at no cost to the City through the LESO 1033 Program. (Staffed by Police Department.) Attachment

- H. Acceptance of reimbursement funds from the Federal Bureau of Investigation (FBI) for state and local law enforcement agencies (LEA) for the cost of overtime incurred by task force related activities in the amount of \$17,753.00 for Fiscal Year 2016-2017. (Staffed by Police Department.) Attachment
- I. Authorization and acceptance of the 2017 STEP - Impaired Driving Mobilization Grant, reimbursing \$33,000.00 for police officer overtime to support focused DWI saturation patrols and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- J. Approval of the renewal of the lease agreement with Weslaco Little League for use of Issac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective February 1, 2017 through July 31, 2017 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment
- K. Approval of the renewal of the lease agreement with Weslaco Softball/Baseball League and approve the use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2017 through July 31, 2017 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment
- L. Approval of the request from the Weslaco Area Chamber of Commerce to hold the 28th Annual Texas Onion Fest on Saturday, March 25, 2017 at the Mayor Pablo G. Peña City Park on Airport Drive, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Pike Boulevard for two weeks prior to the event, to waive appropriate ordinances associated with the event and allow a carnival. (Requested by Weslaco Area Chamber of Commerce.) Attachment
- M. Acceptance of \$1,000.00 donation by Hyman and Lily Shapiro to the Mayor Joe V. Sanchez Public Library for the purchase of new books. (Staffed by Library.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2016-67 appointing one member to the Board of Adjustments and Appeals-Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement Department.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2016-41, repealing Ordinances 87-16 and 93-17, codified as Chapter 60, "Health and Sanitation," Article III, Smoking Regulations in Public Buildings, and adopting "Smoking Regulations" prohibiting smoking of tobacco products and electronic smoking materials in certain enclosed and non-enclosed areas within City limits, prohibiting smoking on City premises and other property, repealing all ordinances or parts of ordinances in conflict herewith; providing a savings clause; providing for effective date and publication; providing a severability clause; providing for inclusion in the code; providing for a penalty; providing for proper notice and meeting. First Reading of Ordinance 2016-41. Possible action. (Staffed by City Manager's Office.) Attachment
- B. Discussion and consideration to approve Ordinance 2016-44, a budget amendment in an amount not to exceed \$50,000.00, transferring equipment items to budget line item 516 "Equipment" from the Apparatus Replacement Program for the Fire Department. First Reading of Ordinance 2016-44. Possible action. (Staffed by Fire Department.) Attachment
- C. Discussion and consideration to approve the purchase of a 2017 Chevy Tahoe through Buy Board contract bid #430-13 in an amount not to exceed \$45,000.00 to replace a 2004 Ford Taurus assigned to the Fire Marshal's Office. Possible action. (Staffed by Fire Department.) Attachment
- D. Discussion and consideration to approve the purchase of a 2017 Ford 450 Type 1 Ambulance under HGAC contract AM10-14 in an amount not to exceed \$176,000.00 under the Fire Department Apparatus Replacement Program. Possible action. (Staffed by Fire Department.) Attachment
- E. Discussion and consideration to accept the proposal for financing of 2017 Ferrara Fire Rescue/Pumper Truck from Frost Bank Leasing and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- F. Discussion and consideration to award RFB No. 2016-17-04 Waterworks Collection/Distribution Materials to the lowest bidder, Ferguson Waterworks, for materials to be purchased on an as needed basis. Possible action. (Staffed by Public Works.) Attachment
- G. Discussion and consideration to authorize the railroad crossing improvement project

at Border Avenue (side track) with Rio Valley Switching Company in an amount not to exceed \$89,797.00 as budgeted and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- H. Discussion and consideration to select engineering firm(s) for a rotation based on the Request for Qualifications 2016-17-06 for Geotechnical Engineering and Construction Material Testing Services and authorize Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.) Attachment
- I. Discussion and consideration to seek clarification on interpretation of the Sidewalk Ordinance. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- J. Discussion and consideration to ratify First Amendment to Retail Sales Agreement with Texas General Land Office executed by the City Manager, accepting electricity rate of \$0.03566/KWH (current rate \$0.0505). Possible action. (Staffed by Finance Department.) Attachment
- K. Discussion and consideration to approve an agreement with the State Energy Conservation Office (SECO) and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- L. Discussion and consideration to award the Invitation for Proposal 2016-17-08 Demolition of Underground Storage Tanks and Related Equipment to the best qualified, most advantageous respondent and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- M. Discussion and consideration to cancel the regular meeting of the Weslaco City Commission on December 20, 2016. Possible action. (Staffed by City Secretary's Office.) Attachment
- N. Discussion and consideration to approve the Sublease Agreement between the Economic Development Corporation of Weslaco and the Weslaco Area Chamber of Commerce, Inc. for approximately 1,677 square feet of the facility known as the "Business Visitors Event Center" at 275 South Kansas Avenue, premises part of the 2012 Development Agreement with the City, and authorize the Mayor to execute any related documents. Possible action. (Requested by the Economic Development Corporation.) Attachment

VII. REPORTS

- A. Report by Economic Development Corporation of Weslaco.
- B. Report by Weslaco Area Chamber of Commerce.
- C. Report by Severn Trent.
- D. Report by Planning and Code Enforcement.
- E. Report by Public Works.
- F. Report by Parks and Recreation Department.
- G. Report by Information Technology.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:

(1) commits an offense; and

(2) is liable to a person injured or damaged by the disclosure for:

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier of fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

(1) the defendant had good reason to believe the disclosure was lawful; or

(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the handling of exempt time related to Efrain Tafolla as authorized by §551.074 of the Texas Government Code.
- C. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v.*

Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

- D. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at 1411 W. 18th Street, Weslaco, Texas as authorized by §551.072 of the Texas Local Government Code.
- E. Economic Development - Discussion regarding seeking a City Attorney opinion amending the City of Weslaco Foreign Trade Zone as authorized by §551.087 of the Texas Government Code.
- F. Economic Development - Discussion regarding Project "Rolling On" as authorized by §551.087 of the Texas Government Code.
- G. Potential Litigation - Consultation with City Attorney regarding Super 8 hotel as authorized by §551.071 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 2nd day of December, 2016 at 5:30 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-578	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Aida Vega Elizabeth Walker		Created/Initiated Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Father Francisco J. Solis, St. Joan of Arc Catholic Church, will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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

Elizabeth M. Walker

From: Mike Perez
Sent: Thursday, December 1, 2016 5:16 PM
To: Elizabeth M. Walker
Subject: FW: proposed smoke-free ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

Elizabeth, please make copies to hand out at city commission meeting. mike

From: Debra Atlas [mailto:debraatlas@gmail.com]
Sent: Thursday, December 01, 2016 5:08 PM
To: Mike Perez <mrperez@weslacotx.gov>
Subject: Re: proposed smoke-free ordinance

Dear Mike:

Thanks for getting back to me today.

I wanted to be sure to let the City Commissioners know that I fully support the proposed ordinance to make Weslaco smoke-free.

As a new resident who's recently returned to the Valley after years away, I can speak to the importance of having such an ordinance in place. Years ago I was a singer and entertainer in New York City. I performed in clubs around the area.

The reason I gave all that up - and I truly enjoyed it - was the smoke. It was VERY difficult to perform and do well with smoke wafting up onstage and all around the club. I'd come home every night reeking of smoke. I was deeply concerned that all that smoke would be harmful to my health so I made the sacrifice and left entertaining.

I know that wait staff in restaurants have a similar issue with smoking but they don't have the same luxury of leaving their job that I did. They will be very relieved to be able to work in a smoke-free environment.

Thank you for passing this letter along. I appreciate your help and hope that it helps get this important ordinance passed.

Sincerely,

Debra

Debra Atlas
Environmental journalist / Professional blogger
Blog: www.Envirothink.wordpress.com
Cell # 530 949-1086



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, NOVEMBER 15, 2016**

On Tuesday, November 15, 2016, at 5:35 PM the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Commissioner	Gregg Kerr
Commissioner	Leo Muñoz
Commissioner	Gerardo “Jerry” Tafolla
Commissioner	Letty Lopez
Commissioner	Fidel Peña
City Manager	Mike Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, IT Director; Olga Garza, Public Works Assistant Director; Tony Lopez, Fire Chief; Stephen Mayer, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, November 11, 2016.

B. Invocation.

Dr. Stephen Parker, First Baptist Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez recognized National Smoke Out Day on November 17 as well as the Villanueva Family for their dedication to the community as library stewards. Also the City of Weslaco was recognized the Business of the Year 2016 from Texas Workforce Solutions.

Mayor Suarez recessed the meeting at 5:55 p.m. for refreshments. Mayor Suarez reconvened the meeting at 6:00 p.m.

F. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Mayor Pro-Tem Noriega.

II. **PUBLIC COMMENTS**

There were no public comments.

III. **PUBLIC HEARING**

A. To solicit input on behalf of a Weslaco Restaurant, LLC dba El Ahuehuate Tequila & Grill is requesting a Conditional Use Permit to obtain a Mixed Beverage Late Hours Permit at 2708 N. Texas Blvd., also being 0.76 acres S150'-N711'-E220'-W250 out of Farm Tract 107, West Tract Subdivision, Weslaco, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)

Commissioner Tafolla, seconded by Commissioner Kerr, moved to open the public hearing as presented. The motion carried unanimously; Mayor Suarez was present and voting.

There were no comments received.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to close the public hearing. The motion carried unanimously; Mayor Suarez was present and voting.

IV. **CONSENT AGENDA**

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval of the Minutes of the Regular Meeting on November 1, 2016 (Staffed by City Secretary's Office.)

B. Approval on second and final reading of Ordinance 2016-42 authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Update Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Weslaco; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; and establishing an effective date of January 1, 2017 for such actions. (First Reading held November 1, 2016; Staffed by Finance Department.)

C. Approval of an agreement with South Texas College allowing Work Study employment at the Mayor Sanchez Public Library and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

D. Authorization to solicit sealed bids for Street Materials (Hot Mix, Flex Base, Cold Mix, and MC30 Oil) to be utilized in city street improvements and construction. (Staffed by Public Works.)

E. Authorization to use funds from the Court Technology Fund to pay the annual fees for Incode Services, which includes the Court Case Management, Police (Non-Incode Interface to Court), and AcuCorp Run Time software programs, in the amount not to exceed \$9,654.08. (Staffed by Municipal Court.)

F. Acceptance of the Hidalgo-2015 OPSG grant, Number 3173401 (Stone Garden), awarded in the amount of \$100,000.00 to the Police Department with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

G. Approval of the annual request by the Weslaco Chamber of Commerce to host the 2016 Mid-Valley Christmas Lighted Parade on Saturday, December 10, 2016 from 4:00 p.m. to 6:00 p.m. on Texas Boulevard from Pike Boulevard to Sixth Street and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. (Staffed by Police Department.) Attachment.

Commissioner Kerr, second by Commissioner Tafolla, moved to approve consent agenda items A through G as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the ordinance is as follows:

ORDINANCE 2016-42

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF WESLACO; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

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

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **50%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated

Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of this City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of annuity increase under this Section is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **30%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this ordinance.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the Benefit Accumulation Fund of the System.

Effective Date Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2017.**

Passed and approved on First Reading this the 1st day of November, 2016.

Passed and approved on second Reading this the 15th day of November, 2016.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

V. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Weslaco Restaurant, LLC dba El Ahuehuate Tequila & Grill to approve a Conditional Use Permit to obtain a Mixed Beverage Late Hours Permit at 2708 N. Texas Blvd., also being 0.76 acres S150'-N711'-E220'-W250 out of Farm Tract 107, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated previous action had approved a mixed beverage permit and applicant now requests to add late hours. Planning and Zoning Commission and staff recommend approval.

Commissioner Tafolla, seconded by Commissioner Kerr, moved to approve a Conditional Use Permit to obtain a Mixed Beverage Late Hours Permit at 2708 N. Texas Blvd. The motion carried unanimously; Mayor Suarez was present and voting

B. Discussion and consideration to approve Final Plat for Silverado Subdivision being 2.99 acres tract of land of all of Lot 2, Estate One Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 6 ½ West and of Mile 11 North. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the subdivision was originally proposed with two lots, three (3) more lots have been added; the subdivision is located in the City of Weslaco Extra Territorial Jurisdiction. The developer is requesting a variance from sanitary sewer lines and a variance for an encroachment on lot three (3). Planning and Zoning Commission and staff recommend final plat approval, approval of variance request for sanitary sewer but denial of encroachment variance.

Commissioner Kerr, seconded by Commissioner Tafolla, moved to approve Final Plat for Silverado Subdivision, with the variance to the sanitary sewer lines and without the request for the encroachment variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve Final Plat of Extreme Nutrition Subdivision being a 0.564-acre tract of land being all of Reserve Tract B of 400 West Expressway 83 Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the property was subdivided ten years ago and is serviced through an 8" waterline and a 12" sanitary sewer line. The developer is requesting a variance to reduce the rear setbacks from 25 feet to 10 feet in order to satisfy parking requirements; there is an easement on the north side of the property so the setback works well. The Planning and Zoning Commission and staff recommend approval of the final plat for Silverado with approval of the variance request.

Commissioner Tafolla, seconded by Commissioner Kerr, moved to approve Final Plat of Extreme Nutrition Subdivision and approve the variance to reduce the rear setbacks from 25 feet to 10 feet as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Ordinance 2016-43 amending Ordinance 69-9 “An Ordinance Establishing a First Zone and a Second Fire Zone, and Fixing the Boundaries of Each Such Zone,” excluding certain zones from First and Second Fire Zones and authorize the Mayor to execute any related documents. First Reading of Ordinance 2016-43. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated Whataburger is demolishing and rebuilding the site located on Business Highway 83. The established fire zone for the area was intended for warehouses made of wood or industrial types of activity and the owner is requesting to be removed from the designated fire zone district as the area has changed. Staff recommends approval as the owner will comply with any fire prevention requirements, such as sprinkler and setbacks, and provide a fire hydrant that will serve the whole area.

Commissioner Kerr, seconded by Commissioner Tafolla, moved to approve Ordinance 2016-43 amending Ordinance 69-9 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to award Request for Proposals No. 2016-17-03 to the most advantageous bidder, Mid-Valley Equipment, for the trade-in value of the Caterpillar CS54B Paving & Compaction Pad-foot Shell Kit for a 2001 Caterpillar 924G Loader and a 2007 Case 580N SMII Backhoe, at no cost to the City. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director, stated previous commission action authorized to trade city owned equipment by sealed bid procurement for a used backhoe and front loader, equipment that would better meet the needs of the department. Two bids were received and staff recommends awarding Mid-Valley Equipment as the best value for the City.

The trade in value of the city owned equipment was \$93,000 and the total cost for the loader and backhoe was \$93,000. There would be no additional cost to the city. The bid received from H & V Equipment Services would cost the city an additional \$35,000 after trade in. In response to Commissioner Lopez, there is a 30-day warranty but Pete Garcia noted the City has been renting that same piece of equipment and it works reliably.

Commissioner Tafolla, seconded by Commissioner Peña, moved to award Mid-Valley Equipment as the most advantageous bidder in response to Request for Proposals No. 2016-17-03 for the trade-in value of the Caterpillar CS54B Paving & Compaction Pad-foot Shell Kit for a 2001 Caterpillar 924G Loader and a 2007 Case 580N SMII Backhoe, at no cost to the City. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the purchase of eight (8) new city units in an amount not to exceed \$220,000.00 from the Capital Outlay funds Fiscal Year 2016-2017 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated an inventory of vehicles from the departments was compiled and sealed bids were solicited. The recommendation is to award to the lowest bid as outlined in the tabulation. All vehicles meet the specifications and needs of the department.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve the purchase of eight (8) new city units in an amount not to exceed \$220,000.00 from the Capital Outlay funds Fiscal Year 2016-2017 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve a Mutual Lease Agreement with the Lower Rio Grande Valley Nature Center for the Environmental Education Center at the Valley Nature Center and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

The City Manager recommended approval as the terms and conditions were the same as the Boys and Girls Club lease. The Valley Nature Center Board approved the lease agreement which includes language about liability insurance coverage.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve a Mutual Lease Agreement with the Lower Rio Grande Valley Nature Center for the Environmental Education Center at the Valley Nature Center as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to authorize Mayor and City Manager to lock in electricity rates based on lowest cost to City. Possible action. (Staffed by Finance.)

Commissioner Peña, seconded by Commissioner Lopez, moved to authorize Mayor and City Manager to lock in electricity rates based on lowest cost to City.

Mary Barrera, Finance Director, stated previous commission action authorized the solicitation of proposals. The current contract expires in November 2017 but market prices for fuel are currently at their lowest. Staff requested an executable price to remain good until 3:00 p.m. Friday, November 18th. Staff recommends authorization for the Mayor and City Manager to review the proposals and execute documents based solely on the best and most advantageous rate per kilowatt hour.

In response to Commissioner Peña, the current rate is 7.65 cents/KWH; the new rate would be locked in for 5 years. Staff stated the executable price would be brought back to the Commission for ratification. In response to Commissioner Muñoz, and if rates could be lowered by the energy consultants the difference likely may be made up in their fees.

The motion carried; Mayor Suarez was present and voting.

Commissioner Tafolla, seconded by Commissioner Kerr, moved to authorize the City Manager to make contact with all four respondents as energy savings companies to find out if there is any additional savings on the electricity rate. The motion carried; Commissioner Peña abstained; Mayor Suarez was present and voting.

I. Discussion and consideration to approve an Interlocal Cooperative Agreement for the Weslaco Housing Authority for the management and operation of the proposed 1015 Apartment Complex multifamily project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)

Commissioner Peña, seconded by Commissioner Tafolla, moved to approve.

The City Manager stated the interlocal was proposed by Hidalgo County Housing Authority and Weslaco Housing Authority to allow management of the proposed development in the City of Weslaco; he recommended approval contingent on the Weslaco Housing Authority board also approving.

Commissioner Peña withdrew his motion and abstained from voting, filing a conflict disclosure statement.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to approve the Interlocal Cooperative Agreement for the Weslaco Housing Authority contingent on it also approving. The motion carried; Commissioner Peña abstained; Mayor Suarez was present and voting.

VI. **REPORTS**

A. Quarterly Investment Report - Finance Department. Possible action to accept and file.

Mary Barrera, Finance Director, presented the Quarterly Investment Report, showing deposits totaled \$21,582,648, with return on investment averaging 0.45%, which is ahead of the benchmark of the 3-month T-Bill rate. Interest earned for the quarter is \$36,000.00. The report is in full compliance with the investment policy; she recommends approval to accept and file.

Commissioner Peña, seconded by Commissioner Tafolla, moved to accept and file the Quarterly Investment Report as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Report by Weslaco Area Chamber of Commerce.

Martha Noell stated the Chamber is organizing the upcoming Christmas lighted parade, which will immediately follow the Santa Dash event this year; during the early voting period 5,469 visitors signed in at the Business Events Center.

C. Report by Economic Development Corporation of Weslaco.

Marie McDermott, EDC Director, stated the "Basics of Franchising" seminar was held; 6 digital billboard ads displayed and Alfresco event held Thursday.

D. Report by Severn Trent.

George Quilatan, Assistant Project Director, reviewed the TCEQ water inspection, reporting 1,500 cubic yards of sludge hauled and 4-5 20 yard containers of sludge will be hauled monthly. Mr. Trini Cantu noted it is not typical to have wastewater permit at water treatment plant.

A pilot study at water treatment plant to reduce hydrogen sulfide (odors) is underway and lead and copper testing will be done with public notifications to be sent out.

E. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa reported for the next Planning and Zoning Commission meeting the first public hearing will be scheduled for the proposed smoking ordinance; staff is working on the easement along Pleasantview; 130 school groups participated in Clean Sweep and 49 tons of trash and 350 tires were collected.

F. Report by Public Works.

Olga Cuellar, Assistant Public Works Director, reviewed the Fiscal Year 2017 drainage ditch projects as completed and scheduled. Pete Garcia reported street paving for Opal and Pike are scheduled but waterlines need to be replaced before paving can begin.

G. Report by Parks and Recreation Department.

David Arce, Parks Director, reported the sign at Mayor Pablo G. Pena City Park is substantially completed, with lighting for those signs and work out stations being installed; LED lights are being added to soccer fields and playground areas; doors at City Hall for ADA compliance and holiday lights in the downtown area have begun.

H. Report by Fire Department.

Antonio Lopez, Fire Chief, reported a campaign to install 300 smoke detectors with 100 volunteers will begin November 19th; two certified fire members have been appointed to the State Youth Preparedness Council and continues to update annexes.

I. Report by Library.

Arnold Becho, Library Director, stated partnerships with the County and other public libraries are expanding an electronic library and the 3D printer is operational.

VII. **EXECUTIVE SESSION**

At 7:38 p.m. Mayor Suarez announced the regular meeting to convene in executive Session. At 8:29 p.m. Mayor Suarez announced the City Commission had completed its executive session and reconvened the regular meeting as open to the public.

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

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

There was no action on this item.

B. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project PanAm as authorized by §551.087 of The Texas Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to authorize the City Manager and Mayor to sign all agreements with the Weslaco Economic Development Corporation on project PanAm as discussed in Executive Session. The motion carried; Mayor Suarez was present and voting.

C. Pending Litigation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

D. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at 1411 W. 18th Street, Weslaco, Texas as authorized by §551.072 of the Texas Local Government Code.

Commissioner Tafolla, seconded by Commissioner Peña, moved to authorize the solicitation of bids for the sale of property at 1411 West 18th Street for an amount of \$130,000.00 or best offer. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Lopez, seconded by Commissioner Peña, moved to adjourn at 8:31 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

ABSENT
MAYOR PRO-TEM, Olga Noriega

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Gerardo “Jerry” Tafolla

COMMISSIONER, Letty Lopez

COMMISSIONER, Fidel L. Peña, III



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
WEDNESDAY, NOVEMBER 16, 2016**

On Wednesday, November 16, 2016 at 5:30 PM the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Olga M. Noriega
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Gerardo “Jerry” Tafolla
Commissioner	Letty Lopez
Commissioner	Fidel Peña

Also present were Maria Barrera, Finance Director; Jose Pena, IT Director; Mardoqueo Hinojosa, Planning and Code Enforcement Director; Fire Chief Tony Lopez; and Police Chief Stephen Mayer.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, November 11, 2016.

B. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting perfect attendance.

II. NEW BUSINESS

- A. Discussion and consideration to convene as the local canvassing authority to canvass the election returns and approve Resolution 2016-68 certifying the results of the November 8, 2016 City of Weslaco General Election in accordance with Texas Election Code§67.004(a). Possible action. (Staffed by City Secretary’s Office).**

Elizabeth Walker, City Secretary, reviewed the results for the general held November 8, 2016, identifying from the canvass the total and individual votes received.

Commissioner Peña, seconded by Commissioner Muñoz, moved to approve the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

The Resolution is as follows:

RESOLUTION NO. 2016-68

STATE OF TEXAS	§	AN ORDER DECLARING THE RESULTS OF THE CITY OF
COUNTY OF HIDALGO		
CITY OF WESLACO	§	WESLACO GENERAL ELECTION OF NOVEMBER 8, 2016
		TO FILL THREE VACANCIES.

WHEREAS, the City Commission of the City of Weslaco resolved and ordered that a General Election be held on November 8, 2016 in the City of Weslaco, Texas for the purpose of electing three members to the Weslaco City Commission for the following positions:

MAYOR
CITY COMMISSIONER SINGLE MEMBER DISTRICT 5
CITY COMMISSIONER SINGLE MEMBER DISTRICT 6

WHEREAS, there came on to be considered the returns of the election held on the 8th day of November, 2016 for the purpose of electing three (3) members to the City Commission.

WHEREAS, the returns of said election have been duly canvassed by the City Commission, and each of the candidates in said election having received the following votes to wit:

MAYOR

DAVID SUAREZ	Votes	7,064
--------------	-------	-------

CITY COMMISSIONER SINGLE MEMBER DISTRICT 5

LUPE RIVERA JR	Votes	596
LETICIA "LETTY" LOPEZ	Votes	715

CITY COMMISSIONER SINGLE MEMBER DISTRICT 6

JOSH PEDRAZA	Votes	639
FIDEL PENA	Votes	536

IT IS, THEREFORE FOUND, DECLARED AND ORDERED by the City Commission of the City of Weslaco that the above election was duly called. The notice of said election was duly posted and that said election was held in accordance with the laws of the Texas Election Code. That at said General Election David Suarez was elected to the position of Mayor, that Letty Lopez was elected to the position of Commission Single Member District 5 and that Josh Pedraza was elected to the position of City Commission Single Member District 6 of the City of Weslaco subject to taking their oath of office.

SECTION 1: That it is further found and determined that the results of the election as canvassed and tabulated in the preamble hereof reflect the expressed desires of those persons voting at said election.

IT IS FURTHER FOUND AND DETERMINED that in accordance with the laws of the Texas Election Code the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, place convenient and readily accessible to the general public and said notice having been so posted and

remaining posted continuously for at least 72-hours proceeding the scheduled time of said meeting. A copy of the returns shall be attached to the minutes of this meeting and shall be made as part hereof for all intents and purposes.

PASSED, ADOPTED and APPROVED this 16th day of November, 2016.

CITY OF WESLACO
/s/David Suarez, MAYOR and
PRESIDING OFFICER OF THE LOCAL
CANVASSING AUTHORITY

ATTEST:
/s/Elizabeth Walker, CITY SECRETARY

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

Commissioner Peña addressed the audience, thanking the Mayor, Commissioners, family members and constituents for the support during his term and pledging his own to Commissioner-elect Pedraza.

B. Conduct Oaths of Office and file Statements of Elected Officers.

Commissioner Pedraza, Commissioner Lopez and Mayor Suarez took their Oaths of Office and tendered their Statements of Elected Officers for public file. Each addressed the audience, expressing appreciation of the opportunity to serve and thanked their families and constituents for their support.

C. Discussion and consideration to select a Mayor Pro Tem. Possible action.

Mayor Pro Tem Noriega, seconded by Commissioner Muñoz, moved to nominate Commissioner Tafolla as Mayor Pro Tem. The motion carried unanimously; Mayor Suarez was present and voting.

III. ADJOURNMENT

With no other business before the commission, at 6:05 p.m. on November 16, 2016, Commissioner Kerr, seconded by Commissioner Muñoz moved to adjourn the special called meeting. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Olga M. Noriega

COMMISSIONER, Letty Lopez

COMMISSIONER, Joshua “Josh” Pedraza



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-618	
From: Mardoqueo Hinojosa			
Subject: Approval on second and final reading of Ordinance 2016-43 amending Ordinance 69-9 "An Ordinance Establishing a First Zone and a Second Fire Zone, and Fixing the Boundaries of Each Such Zone," excluding certain zones from First and Second Fire Zones and authorize the Mayor to execute any related documents. (First Reading held November 15, 2016; Staffed by Planning and Code Enforcement Department.)			
Background: Whataburger is renovating its facility located on US Business Highway 83 between Airport Drive and Utah Avenue. Area is in a Fire District, as determined by Ordinance 69-9. Owner is requesting to be excluded from this area as separation between their property and adjacent properties have significant separation. In addition, Whataburger will comply with any fire prevention measures needed for their use.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Request, Site Plan, Fire Zone Map, Ordinance Exhibit, Ordinance 2016-43			
Responsibilities upon Approval:			

Staff will advise applicant who will proceed with platting and building permit.

911 Central Parkway North, Suite 425
San Antonio, TX 78232
Phone: (210) 494-0088
Fax: (210) 494-4525

Date November 2, 2016

To Mardoqueo Hinojosa
City Engineer for the City of Weslaco
255 S Kansas Ave.
Weslaco, TX 78596

From Kevin Hunt, P.E.

Subject Amend Fire Zone at 1520 East Business Highway 83

Dear Mr. Hinojosa,

The City of Weslaco currently has two fire zones that were established in 1969 for the purpose of regulating construction within the Weslaco Business District and avoid fires between buildings that are in close proximity. The proposed Whataburger at 1520 East Business Highway 83 is within the Second Fire Zone.

Listed below are supporting arguments to remove the proposed Whataburger from the existing fire zone.

1. The Second Fire Zone was set up prior to the current development in the area which does not include closely built structures.
2. The proposed site improvements will not be a warehouse or industrial-type use as other areas within the Fire Zone that justify the more stringent construction requirements. In addition, the area in general has faded away from warehouses and closely-built structures.
3. The proposed Whataburger structure will be sprinklered.
4. The proposed improvements include the extension of public water main and a new public hydrant along Business Hwy 83 to allow more and better fire coverage not only for this site but other sites in the area.

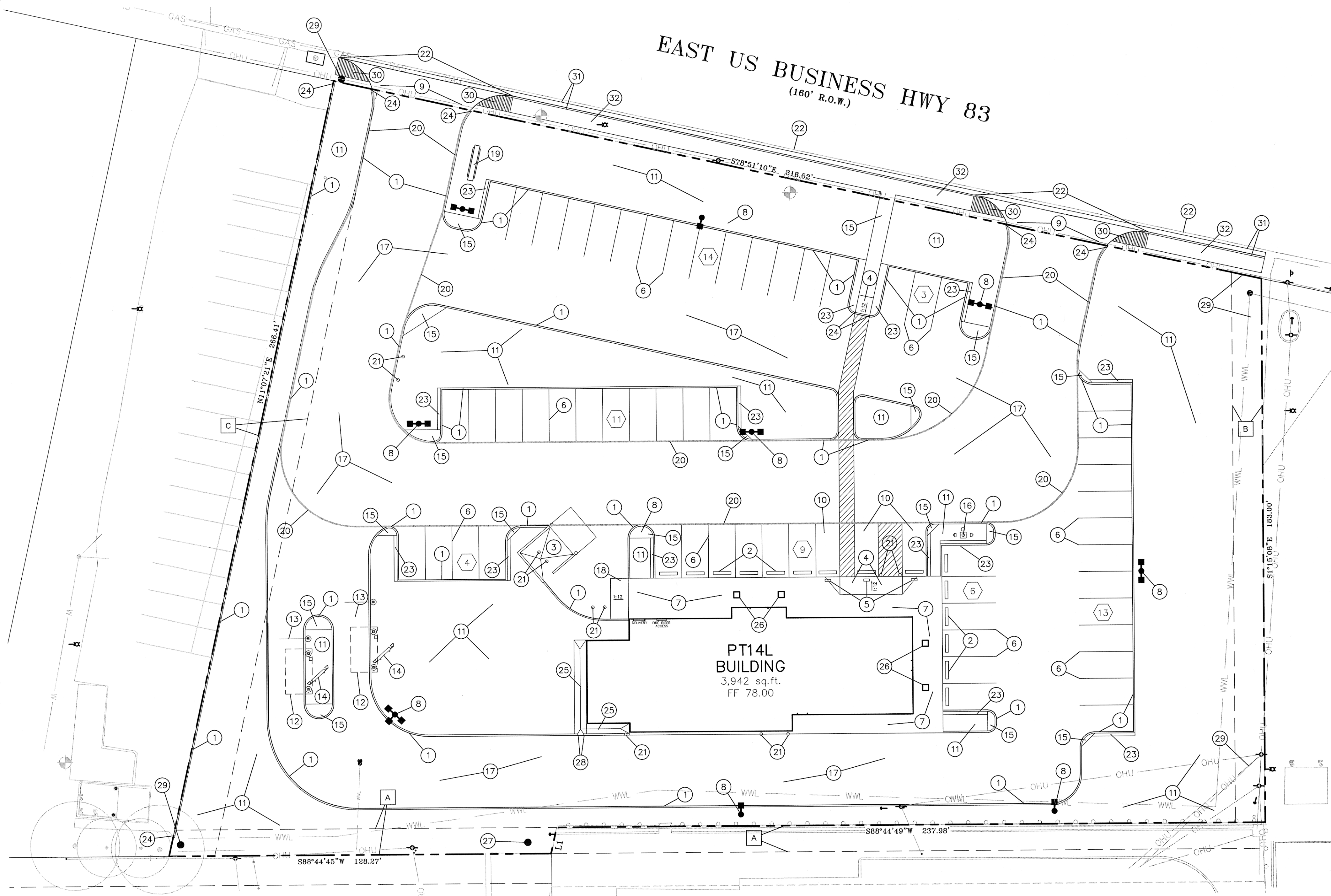
Please consider the previous points in order to remove the proposed structure at 1520 East Business Highway 83 from the Second Fire Zone.

If you should have any other requirements that need to be addressed, please contact me at (210) 403-5538.

Thank you,



Kevin Hunt, P.E.
Project Manager

**LEGEND**

- 7 NUMBER OF PARKING SPACES
- PROPERTY LINE
- EASEMENT LINE
- CONCRETE CURB
- BUILDING
- AREA LIGHT POLE & BASE

SITE DATA TABLE

ZONING	C-3
EXISTING LAND USE	DEVELOPED
PROPOSED LAND USE	NEW WHATABURGER RESTAURANT
LOT AREA	1.736 AC.
BUILDING SLAB	3,942 S.F.
BUILDING HEIGHT	N/A
FRONT SETBACK	25'
SIDE YARD SETBACK	5'
REAR YARD SETBACK	25'
PARKING REQUIRED	39 SPACES
PARKING PROVIDED	60 SPACES
LANDSCAPING (ON-SITE)	27,816 S.F.
ON-SITE PAVING (PARKING AND DRIVES)	40,575 S.F.
OFF-SITE PAVING	633 S.F.
ISLAND PAVING	345 S.F.
CURB (ON-SITE)	2,233 L.F.
CURB (OFF-SITE)	262 L.F.
BUILDING PERIMETER WALK	1,924 S.F.
SIDEWALK (OFF-SITE)	1,180 S.F.
SIDEWALK (ON-SITE)	198 S.F.

NOTES BY SYMBOL

- 6" CONCRETE CURB, SEE SHEET C-7.1, DETAIL 11
- 6' LONG PRECAST CONCRETE WHEEL STOP, SEE SHEET C-3.1, DETAIL 04
- DUMPSTER ENCLOSURE, REF STRUCTURAL PLANS, SEE SHEET S-7.1, DETAIL A3
- ADA CURB RAMP, SEE SHEET C-3.1, DETAIL 05
- ADA SIGNAGE, SEE SHEET C-3.1, DETAIL 02
- 90° PARKING & PAVEMENT STRIPING, SEE SHEET C-3.1, DETAIL 01
- BUILDING PERIMETER SIDEWALK, REF STRUCTURAL PLANS FOR DETAILS
- AREA LIGHT WITH POLE AND BASE, SEE SHEET S-7.1, DETAIL A1
- TXDOT CONCRETE DRIVEWAY, SEE PLANS FOR WIDTH, SEE SHEET C-7.1, DETAIL 09
- ADA PARKING, SEE SHEET C-3.1, DETAIL 01
- LANDSCAPE AREA, REF LANDSCAPING PLANS, SEE SHEET L-1.1 FOR DETAILS
- MENU BOARD CANOPY, SEE SHEET A-0.1, DETAIL C1 AND S-7.1, DETAILS D3
- HEADACHE BAR, SEE SHEET S-7.1, DETAIL D4
- EXTERIOR MENU BOARD, REF ARCH. PLANS, SEE SHEET A-0.1, DETAIL B4
- CONCRETE SIDEWALK/ISLAND NOSE (TYP), SEE SHEET C-7.1, DETAIL 06

FLAGPOLE WITH GROUND MOUNTED LIGHTS, UNITED FLAG AND BANNER, GARRISON TYPE OR OWNER APPROVED EQUAL, 30' HIGH, 5" BUTT ALUMINUM WITH 14 GAUGE ALUMINUM BALL FINIAL. INCLUDE ALUMINUM ROLLER AND SLEEVE. HARDWARE TO INCLUDE STATIONARY TRUCK, NYLON FLAGSNAPS AND HALYARDS, ENTIRE ASSEMBLY (INCLUDING FOUNDATION) TO CONFORM TO APPLICABLE CODES, INCLUDING WIND LOADS.
SEE SHEET S-7.1, DETAIL A2 FOR FOUNDATION DETAILS
SEE SHEET E3.1, DETAIL 4 FOR LIGHT DETAILS

- CONCRETE PAVEMENT, SEE SHEET C-7.1, DETAIL 01
- LOADING RAMP, SEE SHEET C-3.1, DETAIL 06
- PLYON SIGN, REF SIGNAGE PLANS FOR DETAILS
- FIRE LANE STRIPING, SEE SHEET C-3.1, DETAIL 03
- 6" STEEL BOLLARD, SEE STRUCTURAL SHEET S-7.1, DETAIL C1. FINAL LOCATION OF THE 2 BOLLARDS NEAR ELECTRICAL CONNECTION TO BE COORDINATED WITH ELECTRICAL PURVEYOR.
- PAVEMENT TRANSITION, SEE SHEET C-7.1, DETAIL 08 AND 16
- 1' DECOMPOSED GRANITE STRIP, REFER TO LANDSCAPE PLANS FOR DETAILS
- CURB TERMINAL, SEE SHEET C-7.1, DETAIL 02
- CONCRETE SWALE, SEE SHEET C-7.1, DETAIL 07
- COLUMNS, SEE SHEET A1.1 FOR MORE INFORMATION
- NEW POWER POLE WITH MOUNTED TRANSFORMER. CONTRACTOR TO COORDINATE WITH A.E.P.
- 2' CURB CUT, SEE SHEET C-7.1 DETAIL 12
- PROPOSED POWER POLE, CONTRACTOR TO COORDINATE WITH A.E.P.
- TXDOT TYPE 10 RAMPS, SEE SHEET C-7.1, DETAIL 13
- TXDOT CURB AND GUTTER, SEE SHEET C-7.1 DETAIL 15.
- TXDOT CONCRETE SIDEWALK, SEE SHEET C-7.1 DETAIL 17

EXISTING EASEMENTS

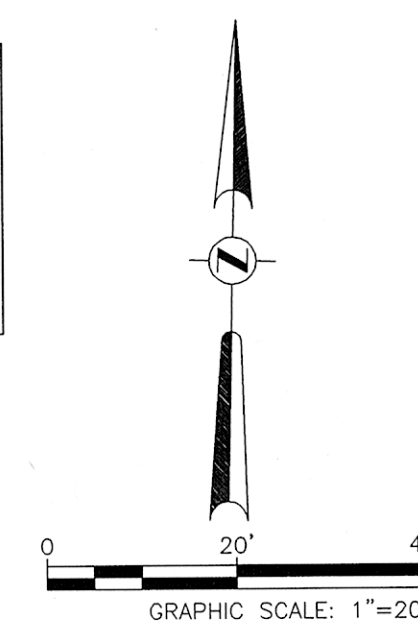
- A RIGHT-OF-WAY EASEMENT; VOL. 1043, PG. 188, VOL. 1043, PG. 192 ITEM (10a & b)
- B RIGHT-OF-WAY EASEMENT VOL 1043, PG. 188; VOL ITEM (10a)

PROPOSED EASEMENTS

- C 15' WATER & ELECTRIC EASEMENT BY PROPOSED AIRPORT CROSSING PLAT

LEGAL DESCRIPTION

1.736 ACRES OF LAND BEING ALL OF THE REMAINDER OF A CALLED 1.12 ACRES OF LAND CONVEYED TO MARGO SUNDERLAND IN DOCUMENT NO. 1125327, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS ALSO BEING ALL OF THE REMAINDER OF A CALLED 0.93 ACRE TRACT CONVEYED TO TOMMY E. AND MARY L. DOBSON IN VOLUME 2403, PAGE 235, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES 24-HOURS PRIOR TO COMMENCING CONSTRUCTION.

REVISIONS	SYMBOL	DATE	DESCRIPTION

PROJECT:
PT14L BUILDING TYPE
UNIT #28 REBUILD
1520 E. BUS. HWY. 83
WESLACO, TX 78596

JACOBS
JACOBS ENGINEERING GROUP INC.
TEXAS REGISTRATION #0966
911 CENTRAL PARKWAY NORTH,
SUITE 425
SAN ANTONIO, TEXAS 78232
TEL (210) 494-1000
FAX (210) 494-4525
COPYRIGHT © 2014
JACOBS ENGINEERING GROUP INC.



WHATABURGER

300 CONCORD PLAZA DR.
SAN ANTONIO, TEXAS
210-476-6000 ZIP 78216

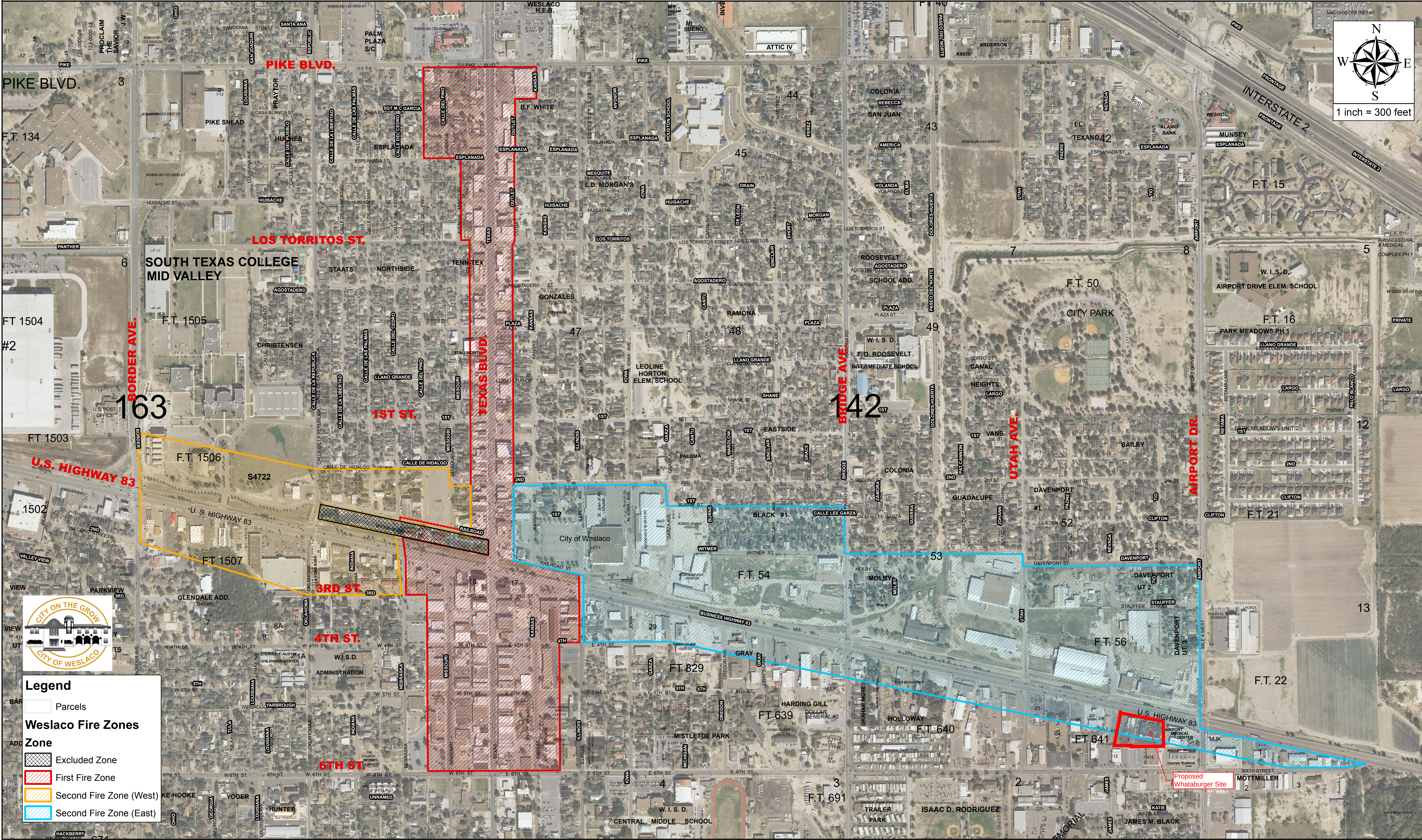
THIS DRAWING IS THE PROPERTY OF
WHATABURGER, SAN ANTONIO,
TEXAS AND MAY NOT BE USED OR
REPRODUCED IN WHOLE OR IN PART
WITHOUT THE EXPRESSED WRITTEN
CONSENT OF WHATABURGER.

SHEET TITLE:
CIVIL SITE
PLAN

PROJECT NO. 2102391
DATE: DATE:
SCALE: -
DRAWN BY: JR
APPROVED BY: KPH

SHEET NO:
C-3.0





FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE J.J. HINOJOSA SURVEY, ABSTRACT 54, SITUATED IN HIDALGO COUNTY, TEXAS, SAID TRACT OF LAND BEING ALL OF THE REMAINDER OF A CALLED 1.12 ACRE TRACT OF LAND CONVEYED TO MARGO SUNDERLAND IN DOCUMENT NUMBER 1125327, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING ALL OF THE REMAINDER OF A CALLED 0.93 ACRE TRACT CONVEYED TO DOBSON PROPERTIES IN VOLUME 2403, PAGE 226, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS SAID 1.736 ACRE (75,631 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an 80d nail found for the northeastern corner of said remainder of 1.12 acre tract, also being the northwestern corner of Lot 1, Airport Medical Center, a subdivision recorded in Vol. 34, Pg. 185, Map Record of Hidalgo County, Texas, conveyed to SDI Southern Real Estate LLC in Document No. 2356328, Official Records of Hidalgo County, Texas, also being in the southern right-of-way line of East US Highway 83 (160' R.O.W.), for the northeastern corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said remainder of 1.12 acre tract and said Lot 1, S01°15'08"E, a distance of 183.00 feet to a 5/8" capped iron rod set marked "JACOBS PROP COR" for the southeastern corner of the herein described tract, also being in the eastern line of said remainder of 1.12 acre tract, also being in the western line of said Lot 1 and now being the northeastern corner of a 0.11 acre tract conveyed to Paul S. Moxley in Document No. 604369, Official Records of Hidalgo County, Texas,

THENCE, with the northern boundary line of said 0.11 acre tract, S88°44'49"W, a distance of 237.98 feet to an "X" cut in concrete for a southern corner of the herein described tract, also being in the western boundary line of said remainder of 1.12 acre tract, also being the northwestern corner of said 0.11 acre tract and also being in the eastern boundary line of said remainder of 0.93 acre tract,

THENCE, with the common boundary line of said 0.11 acre tract and said remainder of 0.93 acre tract, S11°07'25"W, a distance of 9.03 feet to an X found cut in concrete for a southern corner of the herein described tract, also being a western corner of said 0.11 acre tract, also being the southeastern corner of said remainder of 0.93 acre tract and also being the northeastern corner of a called 0.89 acre tract conveyed to Knapp Medical Center in Document No. 2495496, Official Records of Hidalgo County, Texas,

THENCE, with the common boundary line of said remainder of 0.93 acre tract and said 0.89 acre tract, S88°44'45"W, a distance of 128.27 feet to a 5/8" iron rod set marked "JACOBS PROP COR", for the southwestern corner of said remainder of 0.93 acre tract, also being the southeastern corner of a called 0.312 acre tract conveyed to Sujata G. Krishnan in Deed No. 2663215 and Document No. 2015-2663215, Official Records of Hidalgo County, Texas, and also being in the northern line of said 0.89 acre tract,

THENCE, with the common boundary line of said remainder of 0.93 acre tract and said 0.312 acre tract, N11°07'25"E, a distance of 266.41 feet to a cotton spindle found, for the northwestern corner of the herein described tract, also being the northwestern corner of said remainder of 0.93 acre tract and also being the northeastern corner of said 0.312 acre tract, and also being in the southern right-of-way line of said East Business 83,

THENCE, with the common boundary line of said remainder of 0.93 acre tract said remainder of 1.12 acre tract and of said East Business 83, S78°51'10"E, a distance of 318.52 feet to the **POINT OF BEGINNING** and containing 1.736 acres (75,631 Square Feet) of land more or less.

The property herein described is the same as the subject property described in Commitment for Title Insurance No. 4311028134, issued Chicago Title, dated effective as of March 25, 2016, issued April 13, 2016.

Surveyed by:

 11-3-16

ROBERT J. GERTSON, R.P.L.S. NO. 6367

Jacobs Engineering Group, Inc.

2705 Bee Cave Road, Ste. 300

Austin, TX 78746

Ph: 512-314-3100

robert.gertson@jacobs.com



Bearings are based on the Texas State Plane Coordinate System (SPCS), South Zone (4205), North American Datum of 1983 (NAD83), 2011 Adjustment. All distances shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a combined adjustment factor of 1.00004 exactly.

ORDINANCE 2016-43

AN ORDINANCE AMENDING ORDINANCE 69-9 "AN ORDINANCE ESTABLISHING A FIRST FIRE ZONE AND A SECOND FIRE ZONE, AND FIXING THE BOUNDARIES OF EACH SUCH ZONE" AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY OF WESLACO BY OFFICIAL ACTION OF THE WESLACO CITY COMMISSION THAT:

SECTION I

Ordinance 69-9 passed and approved on April 15, 1969 as "Fire Zones Ordinance" and Codified as Article II Fire Limits of the Weslaco Code of Ordinances is hereby amended to the following metes and bounds description is the boundary of the subject area which is proposed to be excluded by this proposed amendment from the First and Second Fire Zones as described in Ordinance No. 69-9:

SECTION II

See attached Exhibit.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of November, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of December, 2015.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

CITY OF WESLACO, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Weslaco in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. This policy serves to satisfy the statutory requirements (specifically the Public Funds Investment Act) Article 842a-2 V.T.C.S. (the "Act") to define, adopt and review a formal investment strategy and policy.

II. INVESTMENT STRATEGY

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

- A. Investment strategies for operating funds and commingled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium-term securities which will complement each other in a liability matching or a laddered maturity structure. The dollar weighted average maturity of 12 months or less will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate term maturities.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in investment

pools, money market funds, collateralized bank deposits or highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

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

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Fund
- Internal Service Funds
- Trust and Agency Funds
- Any new fund created by the governing body, unless specifically exempted.

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

IV. INVESTMENT OBJECTIVES

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

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

A. Safety. Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner

that seeks to ensure the preservation of capital in the overall portfolio. Each transaction shall be conducted in a manner to avoid capital losses, whether from securities defaults or erosion of market value.

- B. Liquidity.** The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Yield.** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.
- D. Public Trust.** Participants in the City's investment process shall act responsibly as public trust custodians. Investment officials shall avoid transactions which might impair public confidence in the City's ability to govern effectively.

V. RESPONSIBILITY AND CONTROL

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

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

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

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Clear delegation of authority to subordinate staff members.
5. Written confirmation for telephone (voice) transactions for investments and wire transfers.
6. Development of a wire transfer agreement with the depository bank or third party custodian.

VI. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the City's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's performance, provided that deviations from expectations are reported in a timely fashion to the City Commission and appropriate action is taken to control adverse developments.

VII. ETHICS AND CONFLICTS OF INTEREST

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City

Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the city who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual selling to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

VIII. INVESTMENTS

The funds of the City available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments.

Authorized Investments:

1. Obligations of the United States and of its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
2. Direct obligations of the State of Texas and agencies thereof.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States, including those fully insured by the Federal Deposit Insurance Corporation (FDIC).
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
5. Certificates of deposit of state and national banks domiciled in Texas, guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, or secured by obligations that are described in Numbers 1, 2 or 3 set forth above,

including participation in the CDARS program.

6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations set forth in Number 1 above pledged with a third party, other than an agency for the pledger, and purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
7. Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law. Investment in such pools shall be limited to 15% of the City's entire portfolio. A pool must be continually rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Not Authorized:

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 5 years.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IX. DIVERSIFICATION OF INVESTMENTS

The City recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the City's investment portfolio by institution, type of investment instrument, and term in maturity is the primary method to minimize investment risk. With the exception of U.S.

Treasury securities, authorized pools, and insured or collateralized Certificates of Deposit, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Any portfolio security whose credit rating is placed on review for downgrade must be evaluated by the investment officer to determine if it is prudent to liquidate. Investments subsequently downgraded below the required minimum credit rating should be liquidated in a prudent manner.

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository. At least every five years a depository(ies) shall be selected through the City's banking services procurement process, which shall include a formal request for proposals (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Investment Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposit. Banks and other financial institutions seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Investment Officer.

Securities Dealers. The Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the City. In addition, a list shall be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to provide investment services to the City shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the investment policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the Investment Officer with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the Investment Officer or the City Commission, including the following information:

1. Audited financial statements.
2. Regulatory reports on financial condition.

3. Completed broker/dealer questionnaire.
4. Proof of National Association of Security Dealers (NASD) Certification or Financial Industry Regulatory Authority (FINRA) certifications and proof of state registration.
5. Any additional information considered necessary to allow the Investment Officer to evaluate the credit worthiness of the institution.

Financial Advisors. Financial advisors may be retained by the city under contract for periods not to exceed five years.

Investment Pools. A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

1. The types of investments in which money is allowed to be invested.
2. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
3. The maximum stated maturity date any investment security within the portfolio has.
4. The objectives of the pool.
5. The size of the pool.
6. The names of the members of the advisory board of the pool and the dates their terms expire.
7. The custodian bank that will safekeep the pool's assets.
8. Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation.
9. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
10. The name and address of the independent auditor of the pool.
11. The requirements to be satisfied for an entity to deposit funds in

and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

12. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
13. A description of interest calculations and how interest is distributed, and how gains and losses are treated.

The Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of any City investments. The Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding investment policy or program changes determined to be necessary.

XI. SAFEKEEPING AND CUSTODY

Insurance or Collateral. All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Investment Officer or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate. The right of collateral substitution is hereby granted upon written approval by the Investment Officer.

Safekeeping Agreement. Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the Trustee.

Delivery vs. Payment. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Internal Control. The safekeeping procedures utilized in the City's investment program shall be reviewed annually by the independent auditor. This review will provide internal control by assuring compliance with policies and procedures. The Investment Officer and any other officers or employees of the City authorized to engage in investment transactions shall be bonded in an amount established by the governing body.

XII. INVESTMENT REPORTING

The Investment Officer shall prepare and submit to the City Commission at least quarterly a report regarding the status of the City's investment program. As to each investment, the report shall include the following information:

1. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired.
2. Unrealized gains and losses resulting from appreciation or depreciation by listing ending book and market value of securities for the period.
3. Average life and final maturity of an investment listed.
4. Coupon, discount or earnings rate.
5. Percentage yield on an annualized basis.
6. Purchase date and purchase price.
7. Percentage of the Portfolio represented by each investment category.

8. Statement of compliance of the City's investment portfolio with State Law and investment strategy and policy approved by the City Commission.

In addition, the report shall explain the quarter's total investment return and compare the return with applicable benchmarks.

The quarterly report shall also summarize recent market conditions, economic developments and anticipated investment conditions, and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the City Manager and City Commission.

XIII. AUDIT

In connection with the audit of City funds conducted by an independent certified public accountant, the auditor shall conduct a review of the City's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the City's audit.

XIV. INVESTMENT POLICY ADOPTION

The City of Weslaco's **INVESTMENT POLICY** shall be adopted by resolution of the City Commission. The policy shall be reviewed for effectiveness on an annual basis by the Investment Officer and any modifications will be recommended for approval to the City Commission. The City Commission shall review these investment policies and strategies not less than annually and any amendments to this policy must be made by resolution of the City Commission.

Any investment held on the date of initial adoption of this policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this policy. The Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this policy in order to avoid the premature liquidation of any current investment.

RESOLUTION NO. 2016-69

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 6th day of December, 2016.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2016-70

STATE OF TEXAS	§	RESOLUTION AUTHORIZING MAYOR DAVID
COUNTY OF HIDALGO	§	SUAREZ, MEMBERS OF THE CITY COMMISSION,
CITY OF WESLACO	§	AND APPROPRIATE STAFF AS SIGNATORIES ON
		CERTAIN LEGAL FINANCIAL DOCUMENTS FOR
		THE CITY OF WESLACO

1. I, **Elizabeth M. Walker**, certify that I am the **City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **December 6, 2016**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of

signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	David Suarez, Mayor	_____
(B)	Gerardo Tafolla, Mayor Pro Tem	_____
(C)	Leonardo Munoz Jr., Commissioner	_____
(D)	Greg Kerr, Commissioner	_____
(E)	Olga Noriega, Commissioner	_____
(F)	Leticia Lopez, Commissioner	_____
(G)	Joshua S.M. Pedraza, Commissioner	_____
(H)	Mike R. Perez, City Manager	_____
(I)	Elizabeth M Walker, City Secretary	_____
(J)	Maria Barrera, Finance Director	_____
(K)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, C, D and/or E

- | | | |
|-----------------|-----|--|
| <u>A – H</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – H, J</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – H</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – H</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – H, J</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – H</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |

- A – H (7) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment. Number of authorized signatures required for this purpose 1.
- A – H, J (8) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution. Number of authorized signatures required to gain access and to terminate the lease 1.
- A – K (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on December 6, 2016.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2016-71

STATE OF TEXAS	§	RESOLUTION AUTHORIZING MAYOR DAVID
COUNTY OF HIDALGO	§	SUAREZ, MEMBERS OF THE CITY COMMISSION,
CITY OF WESLACO	§	AND APPROPRIATE STAFF AS SIGNATORIES ON
		CERTAIN LEGAL FINANCIAL DOCUMENTS FOR
		THE CITY OF WESLACO

1. I, Elizabeth M. Walker, certify that I am the **City Secretary** of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **December 6, 2016**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) Frost Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	David Suarez, Mayor	_____
(B)	Gerardo Tafolla, Mayor Pro-Tem	_____
(C)	Leonardo Munoz Jr., Commissioner	_____
(D)	Greg Kerr, Commissioner	_____
(E)	Olga Noriega, Commissioner	_____
(F)	Leticia Lopez, Commissioner	_____
(G)	Joshua S.M. Pedraza, Commissioner	_____
(H)	Mike R. Perez, City Manager	_____
(I)	Elizabeth M Walker, City Secretary	_____
(J)	Maria C. Barrera, Finance Director	_____
(K)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, C, D and/or E

<u>A – H</u>	(1)	Exercise all of the powers listed (2) through (9)
<u>A – H, J</u>	(2)	Open any deposit or checking account(s) in the name of the City of Weslaco
<u>A – H</u>	(3)	Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution. Number of authorized signatures required for this purpose <u>2</u> . Number of authorized signatures required for payroll purpose <u>1</u> .
<u>A – H</u>	(4)	Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution. Number of authorized signatures required for this purpose <u>2</u> .
<u>A – H, J</u>	(5)	Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means. Number of authorized signatures required for this purpose <u>1</u> .
<u>A – H</u>	(6)	Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness. Number of authorized signatures required for this purpose <u>2</u> .

- A – H (7) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment. Number of authorized signatures required for this purpose 1.
- A – H, J (8) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution. Number of authorized signatures required to gain access and to terminate the lease 1.
- A – K, (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on December 6, 2016

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-647
From:		
Subject: Authorization of the Finance Director to conduct any required 2016-2017 audit of forfeiture funds as per Article 59.06 of the Code of Criminal Procedure. (Staffed by Finance Department.)		
Background: Any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure is required to file an asset forfeiture reporting form with the Office of the Attorney General. This report must be audited by the governing body, but this authority can be delegated to the Finance Director. The typical process is to authorize the Finance Director to review the supporting documentation, prepare the report and attest that it is true and correct.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Mary Barrera	Created/Initiated	
Mary Barrera	Approved	
Mike Perez	Final Approval	
City Manager Comments:		
Staff Recommendation: Recommend approval.		
Attachments, if any:		
Responsibilities upon Approval: Mayor and Chief of Police sign the Chapter 59 Forfeiture report for submittal to the Texas Attorney General.		



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-652
From: Stephen Mayer		
Subject: Acceptance of funds in the amount of \$13,000.00 from United States Department of Justice Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding. (Staffed by Police Department.)		
Background: To accept and receive funds from the US Department of Justice US Marshal Services, to be utilized in TASK Force operations to the assigned US Marshal/Task Force Officer in the amount of 13,000.00		
Funding Source (budget code, if applicable): U.S. Department of Justice United States Marshals Services		
Amount: \$13,000.00	Term of Impact: FY: 2016 - 2017	Identified in Current Budget: 01-512- 1080
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Roxanne Saavedra Stephen Mayer Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staffed by Police Department		
Attachments, if any: USDOJ_USMS		
Responsibilities upon Approval: Obtain executed document and request funds from US DOJ US Marshal Services for proper processing along with Finance Department assistance.		

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Weslaco Police Department

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 19, 2016

to

September 30, 2017

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2017	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$13,000.00

Total Obligation Amount: **\$13,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

TFO overtime for one TFO (\$13,000)

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: SDUSM Dagoberto Lopez
Phone: (956)683-2400
E-mail: Dagoberto.Lopez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Chief Stephen Scot Mayer
Phone: (956)968-8591
E-mail: smayer@weslacotx.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ANN HEPHNER

Digitally signed by ANN HEPHNER
DN: cn=ANN HEPHNER, o=U.S. Department of Justice, ou=U.S. Marshals Service, email=ANN.HEPHNER@usdoj.gov, c=US
Date: 2016.11.18 11:02:16 -0500

Date: 11/18/2016

Ann Hephner, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: RICHARD HUNTER

Digitally signed by RICHARD HUNTER
DN: cn=RICHARD HUNTER, o=U.S. Department of Justice, ou=U.S. Marshals Service, email=RICHARD.HUNTER@usdoj.gov, c=US
Date: 2016.11.18 11:02:16 -0500

Date: 11/18/2016

Richard Hunter, Chief Deputy U.S. Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____

Date: _____

[Type Name and Title]

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-658	
From: Stephen Mayer			
Subject: Approval of the application and acquisition of controlled property by Weslaco Police Department at no cost to the City through the LESO 1033 Program. (Staffed by Police Department.)			
Background: Through the LESO 1033 Program, the Weslaco Police Dept. will try to obtain controlled property, specifically four (4) HUMVEES and two (2) personnel carriers. These vehicles will be used by the police department as rescue vehicles during floods or natural disasters. The vehicle will also be used, as a necessary, in response to critical incidents.			
Funding Source (budget code, if applicable): LESO 1033 Program			
Amount: \$0.00		Term of Impact: Fiscal 2016-2017	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: Yes, the original request was approved on Agenda Item No: 2016-382. This is an amendment to acquire authorization to obtain certain controlled property vehicles.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra Stephen Mayer Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Weslaco Police Staff Recommends Approval			
Attachments, if any: LESO 1033 Program, 1033 Photos			
Responsibilities upon Approval: Weslaco Police Department will be responsible for property reporting and submitter of all required documents to be in compliance with the LESO 1033 Program.			

LAW ENFORCEMENT AGENCY EXECUTIVE ORDER 13688
CONTROLLED PROPERTY REQUEST AUTHORIZATION
FEDERAL FISCAL YEAR 2016

In compliance with mandates and recommendations generated by Presidential Executive Order (EO) 13688, certain controlled property acquired through the 1033 Program requires prior authorization from the appropriate Civilian Governing Body (CGB) of the Law Enforcement Agency (LEA). As defined by the EO, a CGB has direct budgetary oversight or control over the LEAs budget appropriation.

As the authorized representative of the City of Weslaco, I certify that
Name of CGB

Weslaco Police Department is authorized to acquire the below initialed controlled property items.
Name of LEA

CGB initial Breaching Apparatus

CGB initial Riot Batons

CGB initial Riot Helmets

CGB initial Riot Shields

CGB initial Rotary Wing Aircraft

CGB initial Fixed Wing Aircraft

CGB initial MRAP or Armored Personnel Carrier

CGB initial HMMWV (Humvee)

CGB initial Other Controlled Vehicle

Authorized Representative of
Civilian Governing Body

City of Weslaco Mayor, David Suarez
Printed Name

Date: _____

Signature

Chief Law Enforcement Official:

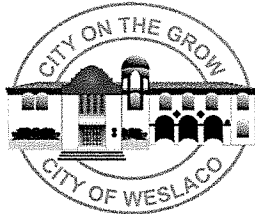
Chief of Police, Stephen S. Mayer
Printed Name

Date: _____

Signature

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Olga M. Noriega, Commissioner, District 3
Leo Munoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike Perez, City Manager

Weslaco Police Department Justification Memorandum

To: Program Manager, 1033 Program
Law Enforcement Support Office (LESO)
DLA Disposition Services
74 Washington Avenue North
Battle Creek, MI 49037

Subject: Controlled property, Tactical Vehicle/Aircraft Justification (Please address all 15 justification points in sequential order)

1. Number of full/part compensated sworn officers in the agency making the request.

Our police department has 66 sworn full time police officers

2. Intended use of the resource and the impact of the resource upon your jurisdiction?

The City of Weslaco intends to obtain HUMVEE(s) to use in natural disaster rescues. Our city has low-lying areas where water quickly accumulates during heavy rain falls or storms. In the past, residents in these areas have become stranded and have needed rescues from their own homes. The Weslaco Police Department only has one vehicle capable of performing such a task but that unit is not completely suited for those extreme weather conditions. Obtaining these high clearance vehicles, will facilitate and expedite rescues throughout the city. The Weslaco Police department would like to obtain four HUMVEES under the LESO Program. The four HUMVEES would be assigned to a sector; the city is divided into four sectors.

The City of Weslaco intends to obtain, if possible, two armored personnel carriers. The vehicle will be used for SWAT operations, active shooter situations, barricaded suspects, emergency response, first responder down rescues, critical incidents, hostage rescues, homeland security issues, counterdrug, and counterterrorism situations.

3. Positive impact of this resource on any other region or jurisdiction beyond the requesting agency that may also be impacted. Indicate whether the requested controlled equipment is being acquired to provide a regional or multijurisdictional capability. The requesting LEA must certify that all LEA's in the regional sharing arrangement have adopted requisite protocols to include general policing standards, specific controlled equipment standards, and record keeping requirements or will adopt those protocols before their personal use of controlled equipment.

The equipment can be used to assist neighboring cities in a time of natural disaster. These vehicles have a high clearance that would prove invaluable when used to access low lying flooded

areas not accessible to normal civilian vehicles. Surrounding agencies, through mutual aid, would be receive our assistance, either with personnel or equipment. Designated personnel would make an assessment of equipment needed in a natural disaster and could deploy the HUMVEES and/or other tactical equipment as needed.

4. Is the requesting agency located within an office of national drug control policy designated High Intensity Drug Trafficking Area (HIDTA)?

Yes. The City of Weslaco is located in the County of Hidalgo, Texas. Hidalgo is included in the Southwest HIDTA program.

5. Is the requesting agency involved by mutual agreement with multi-agency associations/task forces of a counterdrug/counterterrorism nature?

Yes. We are involved in mutual aid agreements and/or participate with the Texas Department of Public Safety, Federal Bureau of Investigation's Safe Streets Task Force, US Marshals' Gulf Coast Violent Offenders and Fugitive Task Force and the Drug Enforcement Agency's HIDTA Task Force Enforcement Group D-84.

6. State the population within the requesting agencies jurisdiction.

Based on the most current data, collected by the US Census, as of July 1, 2015, the City of Weslaco has 39,474 citizens.

7. Describe the type of facility that will be used to store and/or secure the resource.

The vehicle(s) will be stored in a locked and gated property owned by the City of Weslaco. The property is only accessible to city employees.

8. LEA's must certify that they have a Training Plan/Safety Standards which covers the use of the requested equipment including required annual training on protocols, operational and technical training, scenario-based training, and record-keeping requirements.

Yes, we certify that we have a Training Plan in place that covers all of the necessary safety and operational standards/protocols, including record-keeping.

9. Do you currently have any controlled equipment? Yes or No? (If yes please list all tactical vehicles, civilian or military aircraft, controlled property, and the corresponding quantities).

No, we do not.

10. Type of controlled equipment requested: (quantity, size, and capability)

The Weslaco Police Department is looking to obtain four HUMVEES to be used as Police Department Rescue Units. Since the HUMVEES are all wheel drive vehicles, have a higher ground clearance and are better suited for rigorous terrain, the police department will utilize these vehicles as rescue vehicle in times of natural disasters, specifically in flooding.

11. Has a grant or request for any controlled equipment been approved by the Department of Justice, Department of Homeland Security, or any other Federal agency? No.



"The City on the Grow"

Has any prior application for controlled equipment been denied by a Federal agency during the past three years, and, if so, provide the reason for denial? No.

Under what program and what agency was the grant request for controlled property denied? N/A.

12. Does the agency have the fiscal wherewithal to support the operation of the resource being requested? Describe the amount of funding and how it is provided. (Parts, tools, diagnostic equipment, etc.).

If the equipment needs to be repaired, fitted, or maintained, the Weslaco Police Department has an open vehicle maintenance account that can be utilized. Furthermore, the Texas National Guard post is located two miles from our police department and assistance from their mechanics can also be sought.

13. Certify agency has received their civilian governing body's review and approval or concurrence of the LEA's acquisition of the requested controlled equipment.

Yes, we certify that we have received approval from our Local Governing Body to request this property.

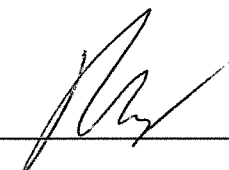
14. Has the LEA been found to be in violation of a Federal civil rights statute or a programmatic term during the past three years, and, if so, whether any disposition was reached or corrective actions were taken?

No, our police department has not been found to be in violation of a Federal civil rights statute or a programmatic term during the past three years.

15. Is the requested resource an aircraft? If the answer is yes, provide the number of Certified Pilots and type of certification (for what type of aircraft) they hold? (Provide copy of all pilots license). If the agency has other aircraft, provide estimated number of hours per year? Number of missions per year? (If agency currently does not have any aircraft, give an estimated number of hours/missions).

No, it is not an aircraft.

Signed by LEA Chief Law Enforcement Official
Certifying all the above is accurate
Stephen S. Mayer
Chief of Police
Weslaco Police Department



Signed by LEA Vehicle/Aircraft POC
Robert Lopez
Research and Standards Captain
Weslaco Police Department



"The City on the Grow"

LAW ENFORCEMENT AGENCY (LEA) EXECUTIVE ORDER (EO)

CONTROLLED VEHICLE REQUEST

DODAAC: _____ AGENCY NAME: Weslaco Police Department
 ARMORED/TACTICAL VEHICLE POC: Captain Robert Lopez
 ADDRESS (No P.O. Box): 901 N. Airport
 CITY: Weslaco STATE: Texas
 ZIP: 78596 EMAIL: rlopez@weslacotx.gov
 PHONE: 956-968-8591 ext. 2010 FAX: 956-969-0762

TYPE OF ATV	MRAP 4 WHEELED VEHICLE	MRAP 6 WHEELED VEHICLE	HMMWV
Quantity			4
Other (State Type)	APC Vehicles		
Quantity	2		
If something other than the marked/stated above item becomes available, would you like to be offered it?		Yes ☒	No ☐

****NOTE: The Armored/Tactical Vehicle justification memorandum must accompany this request.

The Chief Law Enforcement Official/Head of Federal Agency (Local Field Office), by signing, certifies that the requesting agency listed above has the appropriate funds; training requirements and equipment to operate and maintain the requested EO controlled vehicles. It is also understood that this agency will not sell, trade, or cannibalize any tactical vehicles acquired through the 1033 Program. This agency certifies that all information contained above is accurate and the request for EO controlled vehicle(s) is warranted and has been approved.

CHIEF LAW ENFORCEMENT OFFICIAL/: Stephen S. Mayer DATE: _____
 HEAD OF FEDERAL AGENCY PRINTED NAME
 SIGNATURE

The State Coordinator or designee, by signing, certifies that the agency has provided documentation indicating approval from the appropriate Civilian Governing Body. They also certify that all information contained above is accurate and the request for controlled vehicles is warranted and has been approved.

STATE COORDINATOR/DESIGNEE: _____ DATE: _____
 (NOT REQUIRED FOR FEDERAL) PRINTED NAME
 SIGNATURE

LESO USE ONLY

LESO OFFICIAL: _____ DATE: _____
 PRINTED NAME (VEHICLE LEAD) PROGRAM MANAGER (SIGNATURE)
 SIGNATURE _____ DATE: _____
 CUSTOMER MANAGEMENT
 DIVISION CHIEF (SIGNATURE)

DATE LEA WAS ADDED TO THE NATIONAL PRIORITY LISTING: _____

LESO NOTES (# OF OFFICERS, # OF EO CONTROLLED VEHICLES): _____

ALL REQUIRED DOCUMENTS RECEIVED: REQUEST FORM: _____ JUSTIFICATION LETTER: _____ DEMIL PREP: _____

SERIAL #: _____ DISAPPROVED BY LESO (REASON): _____

LESO 1033 Program HUMVEE/Armored Personal Carriers Capt. Robert Lopez

Through the LESO 1033 Program, the city can acquired military vehicles to be used for civilian law enforcement purposes. With you help, the Weslaco Police Department plans to acquire four HUMVEES. The HUMVEE picture below is an example of the vehicle we would get through the LESO program.



If the HUMVEES are awarded to us through the LESO 1033 Program, we are allowed to modify them to help accomplish our need. A HUMVEE like the one pictured below would assist stranded citizens in the case of a natural disaster; such as a major flood. HUMVEE can be painted like regular police cars so make them less militarized.



LESO 1033 Program HUMVEE/Armored Personal Carriers

Capt. Robert Lopez

Armored Personnel Carriers are also awarded to cities to be used in different scenarios. The APC's can also be used to extract stranded citizens during a storm with high flooding and enter terrain not suited for regular patrol cars. This type of vehicle is also commonly used to deploy and protect SWAT teams, extract victims during an active shooter situation and extract officers down and/or shot in the line of duty.



The APC below has been modified with police lights and painted to look less militarized.



LESO 1033 Program HUMVEE/Armored Personal Carriers

Capt. Robert Lopez

Other Personnel Carriers are pictured below.





Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-659
From: Stephen Mayer		
Subject: Acceptance of reimbursement funds from the Federal Bureau of Investigation (FBI) for state and local law enforcement agencies (LEA) for the cost of overtime incurred by task force related activities in the amount of \$17,753.00 for Fiscal Year 2016-2017. (Staffed by Police Department.)		
Background: To accept and receive funds from the FBI for reimbursement to state and local law enforcement agencies (LEA) for the cost of <i>overtime incurred</i> by task force officers assigned Full-Time to FBI Managed task forces provided with the <i>overtime expenses were incurred as a result of task force related activities.</i>		
Funding Source (budget code, if applicable): FBI		
Amount: \$17,753.00	Term of Impact: FY 2016-2017	Identified in Current Budget: 01-512-1080
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Roxanne Saavedra Stephen Mayer Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommended by Weslaco Police Department		
Attachments, if any: FBI TFO Overtime		
Responsibilities upon Approval: Obtain executed document and request funds from FBI for proper processing of invoices in a monthly basis, along with Finance Department assistance.		

NOTICE OF LIMITS

FOR

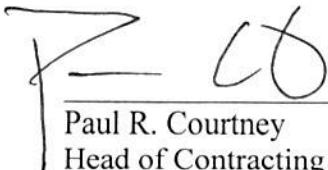
FY 2017 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2017**, the maximum limits for reimbursements under these CRAs are **\$1,479.41** per month and **\$17,753** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2016.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.



Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

6/12/16

Date



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-668
From: Stephen Mayer		
Subject: Authorization and acceptance of the 2017 STEP - Impaired Driving Mobilization Grant, reimbursing \$33,000.00 for police officer overtime to support focused DWI saturation patrols and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of the grant is to conduct focused DWI saturation patrols within high risk locations during times when alcohol related crashes are most frequent. Conduct a minimum of 4 nights of DWI enforcement during each holiday period, Christmas 2016, Spring Break 2017, Independence Day 2017 and Labor Day 2017. The grant reimburses \$33,000 police officer overtime pay for enforcement through this grant. There is a 20% federally required matching. Vehicle mileage, DWI training, and administrative duties used for this grant can be used to meet the matching requirement.		
Funding Source (budget code, if applicable): Texas Department of Transportation and National Highway Traffic Safety Administration		
Amount: \$33,000.00	Term of Impact: 12/09/16 to 09/30/17	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: Weslaco Police Department has participated in these enforcement efforts in previous years.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A		
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A		
Elizabeth Walker Stephen Mayer Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends acceptance and approval of this grant.		
Attachments, if any:		

2017 STEP Operational Plan
Responsibilities upon Approval: Capt. Robert Lopez will submit required paperwork to TxDOT to fulfill grant requirements.

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: City of Weslaco - Police Department

Legal Name: City of Weslaco

Payee Identification Number: 17460025442002

Project Title: STEP - Impaired Driving Mobilization

ID: 2017-WeslacoPD-IDM-00026

Period: 12/09/2016 to 09/30/2017

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign December 12, 2016 - December 14, 2016

Enforcement Period December 15, 2016 - January 1, 2017

Post-Media
Campaign

January 5, 2017 - January 7, 2017

Spring Break Wave

Pre-Media Campaign March 1, 2017 - March 3, 2017

Enforcement Period March 4, 2017 - March 21, 2017

Post-Media
Campaign

March 25, 2017 - March 27, 2017

Independence Day Wave

Pre-Media Campaign June 21, 2017 - June 23, 2017

Enforcement Period June 24, 2017 - July 5, 2017

Post-Media

City of Weslaco - Police Department
STEP - IDM - 2017

Campaign July 9, 2017 - July 11, 2017

Labor Day Crackdown

Pre-Media Campaign August 15, 2017 - August 17, 2017

Enforcement Period August 18, 2017 - September 3, 2017

Post-Media Campaign September 7, 2017 - September 9, 2017

Description of Activities

Pre-Media Efforts Before Enforcement Periods: Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods: Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods: Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to

employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
 - 1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 - 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 - 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 - 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 - 5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees

are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents,

or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person,

other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and

equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age

Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to

enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions*

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this

proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to

track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:

“I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability.”

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. *eGrants*
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-612	
From: David Arce			
Subject: Approval of the renewal of the lease agreement with Weslaco Little League for use of Issac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective February 1, 2017 through July 31, 2017 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Approval on 11-22-2016			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: 2017 Weslaco Little League lease agreement, 2016 Weslaco Little League Ins, WLL EXHIBIT A-B			
Responsibilities upon Approval:			

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

*

CITY OF WESLACO

*

LEASE AGREEMENT OF CITY PROPERTY

On this ____ day of _____, 2016, THE CITY OF WESLACO, a municipal corporation located in Hidalgo County, Texas here in after called "CITY" and the WESLACO LITTLE LEAGUE here in after called "LEAGUE" entered into this Lease Agreement and on this _____, 2016, amended this lease of city property so it reads as follows:

1. The City leases to the "League" certain real property physically located in the Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands as described in Exhibit "A", and at Harlon Block/Sports Complex Field #1, Field #2, and Concession Stands as described in Exhibit "B".
2. The Term of this lease shall be for six (6) months beginning February 1, 2017 and ending July 31, 2017.

In consideration of the lease of the City property described Exhibit "A", the "LEAGUE" agrees as follows:

1. That the "LEAGUE" will not construct any permanent buildings or improvements on the real property, the subject of this lease agreement.
2. That the "LEAGUE" will not sublet the leased property or sign this lease to any other party without written consent of the CITY OF WESLACO.
3. The "LEAGUE" agrees and understands that the real property, the subject of this lease agreement will be used for baseball activities.
4. The "LEAGUE" will hold the CITY OF WESLACO harmless for any injuries that are sustained by any person either playing or watching the playing of baseball on this real property.
5. That the "LEAGUE" will carry liability insurance and said insurance will name the City of Weslaco as an additional insured.
6. That the "LEAGUE" will be entitled to possession of the leased property immediately upon execution on this lease agreement.
7. The "LEAGUE" will provide a schedule of practice and league games to the city at least one (1) week prior to start of such games.
8. The "LEAGUE" shall endeavor to assist the City in providing a safe and clean complex for participant and spectator.
9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by City to provide adequate parking.
10. The "LEAGUE" will provide the city an accounting of all monies collected in registration fees and all concession stand revenue and all the expenses concurred. The accounting will be due on August 31, 2017.

11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all scheduled baseball games.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the Parks and Recreation Department Office and appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding this program.
14. The "LEAGUE" shall report any repairs or potential hazards to the Parks and Recreation department immediately.
15. CITY will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by city upon advanced receipt of written practice and league games.
16. CITY undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in Association activities as Officers.
18. That the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the CITY OF WESLACO.
19. That either party has the right to cancel this lease agreement with in the 30 days for just cause.
20. The "CITY" shall have 1 weekend a month to host functions at Isaac Rodriguez Park or Harlon Block Park Complex between the terms of the lease. Notice will be given 1 month in advance of dates needed.
21. The multi-purpose field will only be used for the purpose of this lease (youth baseball or softball).
22. The "CITY" at any time may request financials or audit the "LEAGUE" financial books.

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

ATTEST:

CITY OF WESLACO

Elizabeth Walker, City Secretary

David Suarez, MAYOR

APPROVED AS TO FORM:

WESLACO LITTLE LEAGUE

Juan E. Gonzalez, City Attorney

President

CERTIFICATE OF LIABILITY INSURANCE		DATE2/22/16
Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867		CERTIFICATE #3432414-1
		94324
ADDITIONAL NAMED INSURED: WESLACO LL JAVIER CAVAZOS 513 NORTHGATE DR WESLACO TX 78599		INSURERS AFFORDING COVERAGE:
		INSURER A:LEXINGTON INSURANCE COMPANY
		INSURER B: (Non-Liability)NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
		INSURER C:AIG SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS			
A	X	GENERAL LIABILITY		011225814	2/22/2016	1/01/2017	EACH OCCURRENCE	\$1,000,000		
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X	INCL. PARTICIPANTS				Property Damage Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X	SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000		
							SEXUAL ABUSE AGGREGATE	\$2,000,000		
	MEDICAL PAYMENTS			ANY ONE PERSON						
A	X	DIRECTORS & OFFICERS		19330955	1/01/2016	1/01/2017	EACH LOSS	\$1,000,000		
							AGGREGATE	\$1,000,000		
A		CRIME COVERAGE					EACH LOSS	\$35,000		
							Crime Deductible: \$250 Property/\$1,000 Money		AGGREGATE	NONE
B		SPORTS EXCESS ACCIDENT					As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess		

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

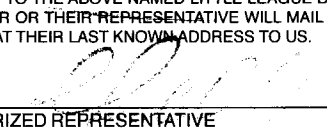
ADDITIONAL INSURED

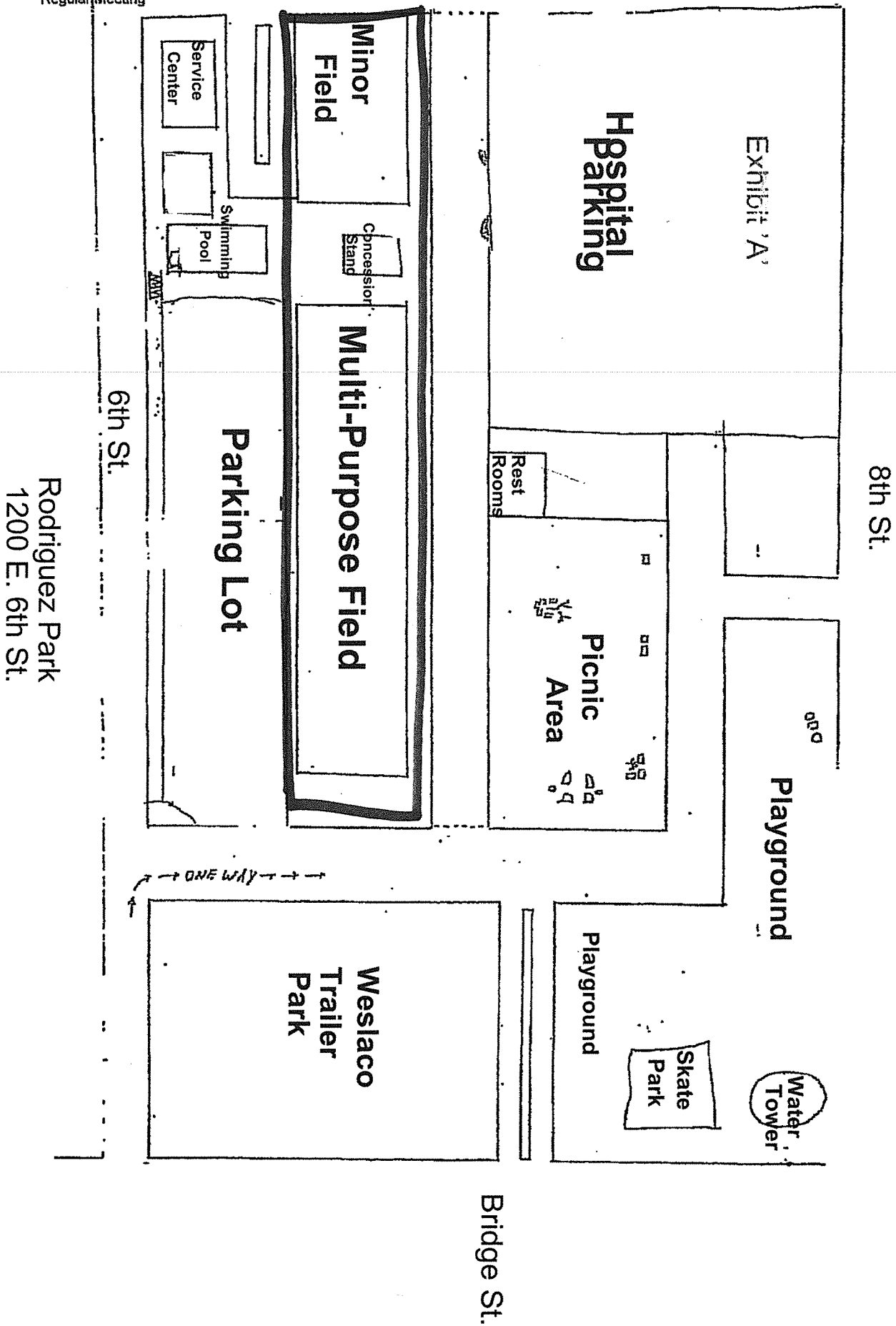
Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

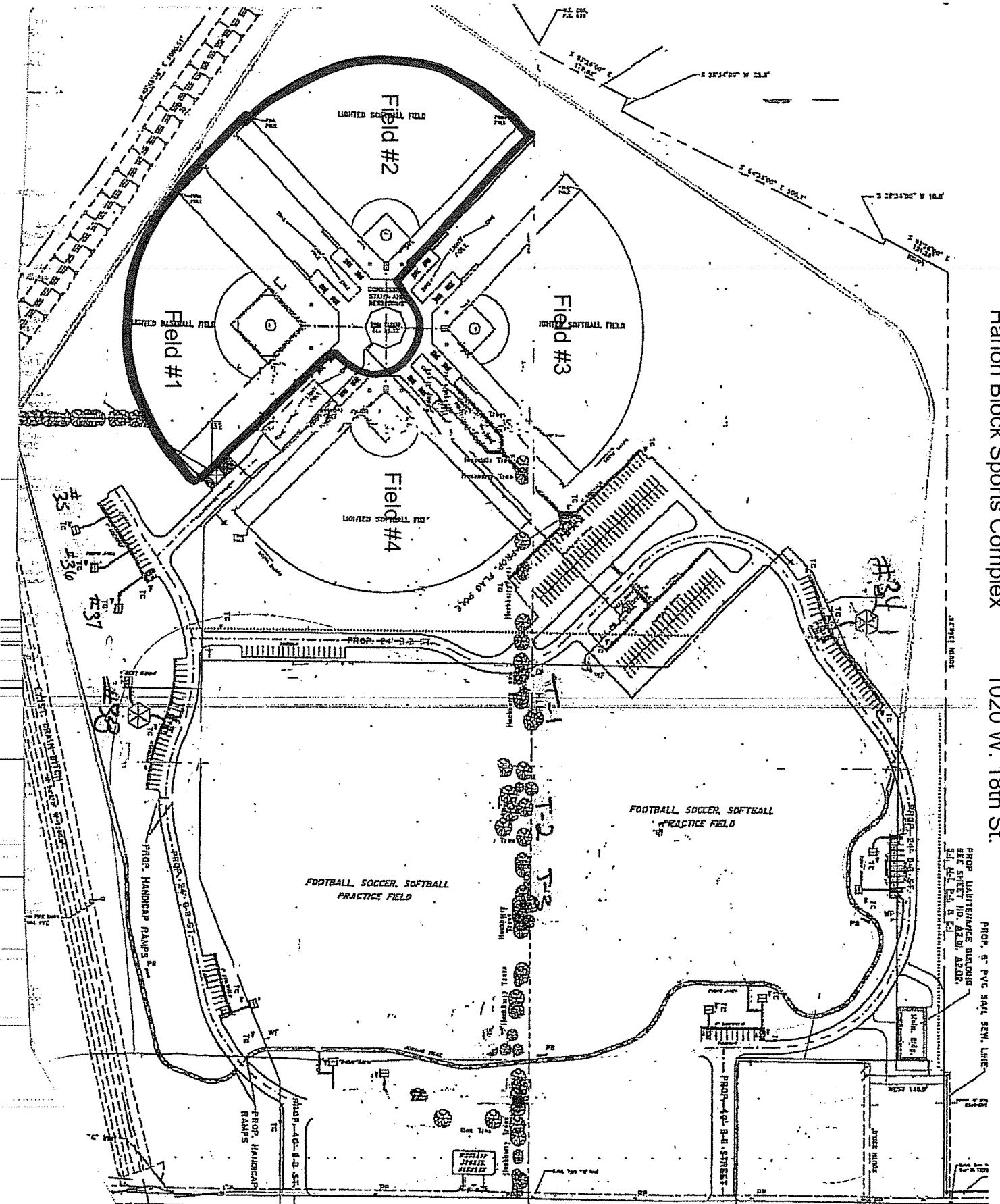
1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. CITY OF WESLACO
2. WESLACO INDEPENDENT SCHOOL DISTRICT

INSURED	CANCELLATION
Little League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 HIGHWAY South Williamsport, PA 17702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.  _____ AUTHORIZED REPRESENTATIVE







Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-614	
From:			
Subject: Approval of the renewal of the lease agreement with Weslaco Softball/Baseball League and approve the use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2017 through July 31, 2017 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Approved 11-22-2016			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: 2017 Weslaco Softball/Baseball lease agreement , WSB EXHIBIT A, 2016 WSB INSURANCE			
Responsibilities upon Approval:			

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT OF CITY
PROPERTY

*

CITY OF WESLACO

*

On this ____ day of _____, 2016, THE CITY OF WESLACO, a municipal corporation located in Hidalgo County, Texas, hereinafter called "CITY" and THE WESLACO SOFTBALL/BASEBALL LEAGUE, hereinafter called "League" enter into this Lease Agreement for the lease of city property under the following terms:

1. The City leases to the LEAGUE certain real property physically located in The Weslaco City Parks Softball/Baseball Fields 1, 2 and 3 and Concession Stand as described in Exhibit "A".
2. The term of this lease shall be for six (6) months beginning February 1, 2017, and ending July 31, 2017.

In consideration of the lease of the CITY PROPERTY described in Exhibit "A" the "LEAGUE" agrees as follows:

1. That the LEAGUE will not construct any permanent buildings or improvements on the real property subject of this lease agreement.
2. That the LEAGUE will not sublet the leased property or sign this lease to any other party without the written consent of the CITY OF WESLACO.
3. The LEAGUE agrees and understands that the real property, the subject of this lease agreement, will be used for Softball/Baseball activities.
4. The LEAGUE will hold the CITY OF WESLACO harmless for any injuries that are sustained by any person either playing or watching the playing of softball/baseball on this real property.
5. That the LEAGUE will carry liability insurance and said insurance shall name the CITY OF WESLACO as an additional insured.
6. That the LEAGUE will be entitled to possession of the leased property immediately upon execution of this lease agreement.
7. The "LEAGUE" will provide a schedule practice and league games to the CITY OF WESLACO at least one week prior to start of such games.
8. The "LEAGUE" shall endeavor to assist the CITY in providing a safe and clean complex for participant and spectator.

9. One (1) vehicle shall be allowed to be parked next to concession stand for the purpose of carrying equipment & supplies and security all Other automobiles or other vehicles will park in areas designated for such purpose by City to provide adequate parking.
10. The "LEAGUE" shall be responsible for the accounting of the registration fees for each participant.
11. The "LEAGUE" is responsible for scheduling games and providing adult supervision at all scheduled softball activities.
12. The "CITY" shall have the right to decide when the softball/baseball field is unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the Parks and Recreation Department, officers and appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding this program.
14. The "LEAGUE" shall report any repairs or potential hazards to the Parks and Recreation Department
15. City will maintain the Softball/Baseball fields; including mowing and paint marking foul lines (Grass area) when possible & maintenance scheduling will be determined by City upon advanced receipt of written practice and league game schedules.
16. City undertakes no Responsibility to obtain sponsors for "LEAGUE" activities.
17. The "LEAGUE" will provide the city an accounting of all monies collected in registration fees and all concession stand revenues and all expenses incurred. The accounting will be due on or before August 31, 2017.
18. The "CITY" at any time may request financials or audit the "LEAGUE" financial books.
19. City employees will not be allowed to participate in Association activities as Officers.
20. That the person signing on behalf of the League is authorized to execute this lease agreement with the CITY OF WESLACO.
21. That either party has the right to cancel this lease agreement with 30 days' notice for just cause.
22. The "CITY" shall have 1 weekend a month to host functions at City Park between the terms of the lease. Notice will be given 1 month in advance of dates needed.

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

CITY OF WESLACO

ATTEST:

ELIZABETH M. WALKER, City Secretary

DAVID SUAREZ, Mayor

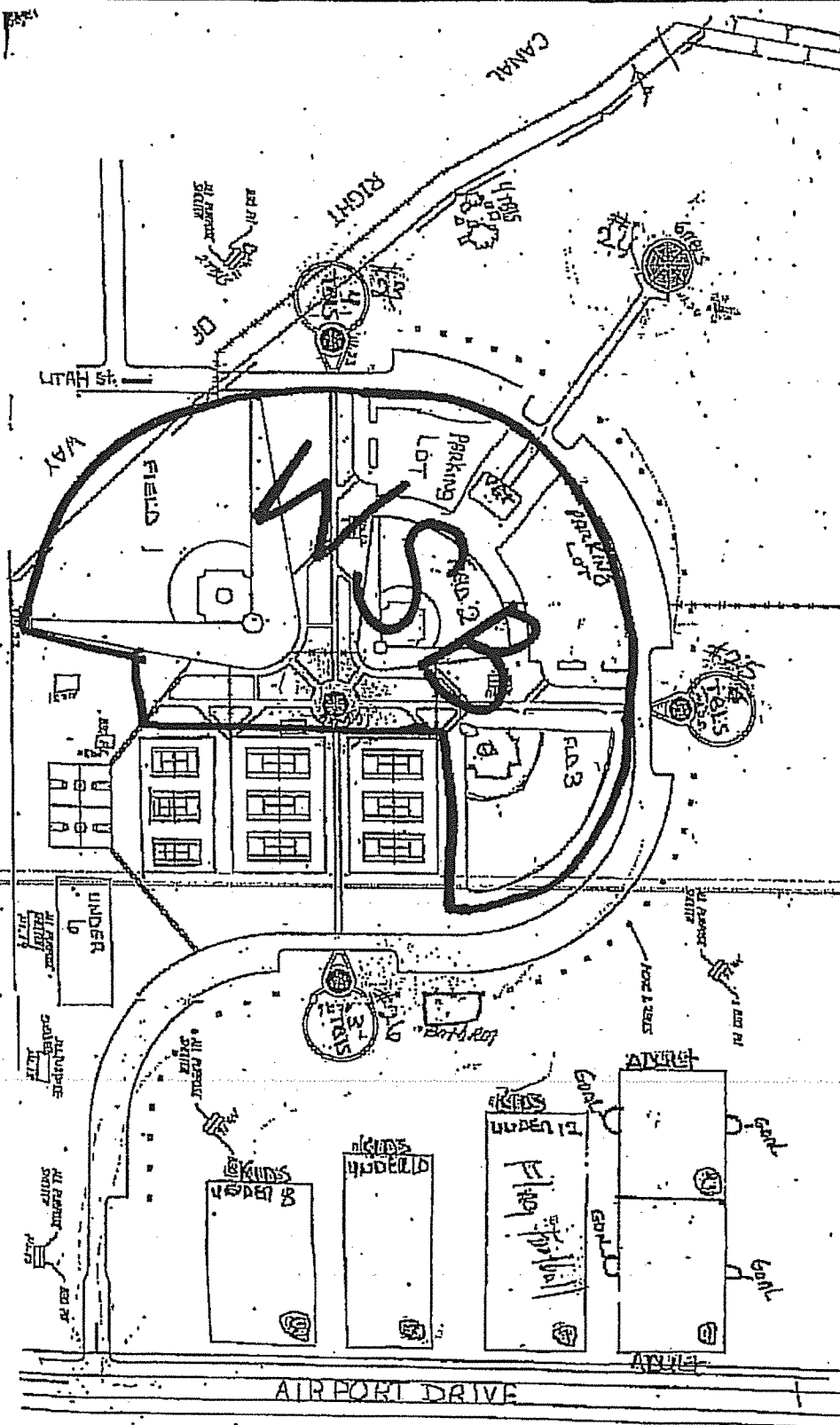
APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

WESLACO SOFTBALL/BASEBALL LEAGUE

By:_____

Exhibit 'A'



WESLACO CITY PARK 300 N. AIRPORT DR.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gagliardi Insurance Services, Inc. 2380 S. Bascom Ave. Suite 100 Campbell, CA 95008 0791300	CONTACT NAME:		
	PHONE (A/C, No, Ext): (408) 414-8100	FAX (A/C, No): (408) 414-8199	
INSURED Weslaco Softball Baseball P.O. Box 1350 Weslaco, TX 78599 956-463-9649	E-MAIL ADDRESS:	sales@gssportsinsurance.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	New York Marine & General Ins.	16608
	INSURER B:	Federal Insurance Company	20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		PK201600006962	3/14/2016	3/14/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☒ Abuse & Molestation						MED EXP. (Any one person)	\$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Participant Legal Liab	\$ 1,000,000
A	AUTOMOBILE LIABILITY			PK201600006962	3/14/2016	3/14/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
B	Accident Medical			9907-0915	3/14/2016	3/14/2017	E.L. DISEASE - EA EMPLOYEE	\$
B	Catastrophic Medical			9907-0917	3/14/2016	3/14/2017	E.L. DISEASE - POLICY LIMIT	\$ 103

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply.

CERTIFICATE HOLDER

City of Weslaco
255 South Kansas
Weslaco, TX 78596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2016

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	E-MAIL ADDRESS: Sales@gssportsinsurance.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: New York Marine & General Ins.	16608	
	INSURER B: Federal Insurance Company	20281	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED Weslaco Softball Baseball P.O. Box 1350 Weslaco, TX 78599 956-463-9649	
--	--

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	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Abuse & Molestation						MED EXP. (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Participant Legal Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY			PK201600006962	3/14/2016	3/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO	☐ SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒	PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
B	Accident Medical			9907-0915	3/14/2016	3/14/2017	E.L. DISEASE - EA EMPLOYEE \$
B	Catastrophic Medical			9907-0917	3/14/2016	3/14/2017	E.L. DISEASE - POLICY LIMIT \$ \$103

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

Pony Baseball/Softball, Inc. P.O. Box 225 Washington, PA. 15301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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	PHONE (A/C, No, Ext): (408) 414-8100	FAX (A/C, No): (408) 414-8199	
	E-MAIL ADDRESS: sales@ggsportsinsurance.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Weslaco Softball Baseball P.O. Box 1350 Weslaco, TX 78599 956-463-9649	INSURER A: New York Marine & General Ins.	16608	
	INSURER B: Federal Insurance Company	20281	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Abuse & Molestation						MED EXP. (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Participant Legal Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY			PK201600006962	3/14/2016	3/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐ N/A					☐ PER STATUTE ☐ OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	E.L. EACH ACCIDENT \$						
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$ \$103						
B	Accident Medical			9907-0915	3/14/2016	3/14/2017	Limit \$100K / Ded \$50
B	Catastrophic Medical			9907-0917	3/14/2016	3/14/2017	\$103 Limit \$500K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

South Texas College 400 N Border Weslaco, TX 78596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Gagliardi Insurance Services, Inc. 2380 S. Bascom Ave. Suite 100 Campbell, CA 95008 0791300	CONTACT NAME:	
	PHONE (A/C, No, Ext): (408) 414-8100	FAX (A/C, No): (408) 414-8199
INSURED Weslaco Softball Baseball P.O. Box 1350 Weslaco, TX 78599 956-463-9649	E-MAIL ADDRESS: Sales@gssportsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New York Marine & General Ins.	NAIC # 16608
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
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COVERAGES

CERTIFICATE NUMBER:

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A	☒ COMMERCIAL GENERAL LIABILITY	X		PK201600006962	3/14/2016	3/14/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Abuse & Molestation						MED EXP. (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
							Participant Legal Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY			PK201600006962	3/14/2016	3/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
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							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A					E.L. EACH ACCIDENT \$
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B	Accident Medical			9907-0915	3/14/2016	3/14/2017	E.L. DISEASE - POLICY LIMIT \$ \$103
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CERTIFICATE HOLDER

CANCELLATION

Weslaco Independent School District 319 West Forth Street Weslaco, TX 78596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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	INSURER A:	New York Marine & General Ins.	16608
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	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000
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	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$ 103
B	Accident Medical			9907-0915	3/14/2016	3/14/2017	Limit \$100K / Ded \$50	
B	Catastrophic Medical			9907-0917	3/14/2016	3/14/2017	\$103 Limit \$500K	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of coverage.

CERTIFICATE HOLDER

CANCELLATION

Weslaco Softball Baseball P.O. Box 1350 Weslaco, TX 78599	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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November 29, 2016

Mr. Mike Perez, City Manager
City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Dear Mr. Perez,

On behalf of the Weslaco Area Chamber of Commerce and the Texas Onion Fest Committee, I respectfully request that the following item be placed on the agenda for December 6, 2016.

The 28th Annual Texas Onion Fest, sponsored by the Weslaco Area Chamber of Commerce is scheduled for Saturday, March 25, 2017. We would like to request the use of Weslaco City Park at 300 North Airport Drive.

We would also like to request a waiver of all fees and ordinances associated with the event. We will again have a horse show, family area, music, arts & crafts, food booths and musical entertainment throughout the day. We will be selling beer and wine and request permission for these activities. We would also like to request the placement of a street banner promoting Texas Onion Fest over Texas Blvd. south of the intersection of Pike and Texas Blvd. We would request that the City place the banner two weeks prior to the event.

We would also request support from the Weslaco Public Facilities Department, Parks & Recreation Department, Police Department, Fire Department and the EMS as in years past.

Sincerely,

A handwritten signature in black ink that reads "Martha Noell". The signature is fluid and cursive.

Martha Noell
President/CEO

Cc Tony Lopez, Fire Chief
Cc Stephen Mayer, Police Chief
Cc Pete Garcia, Public Facilities Director
Cc David Arce, Parks Director
Cc Elizabeth Walker, Assistant City Manager



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-715	
From: Arnold Becho			
Subject: Acceptance of \$1,000.00 donation by Hyman and Lily Shapiro to the Mayor Joe V. Sanchez Public Library for the purchase of new books. (Staffed by Library.)			
Background: Robert Shapiro (son of Hyman and Lily) contacted the library in November and informed the library that his parents had bequest funds to the Mayor Joe V. Sanchez Public Library. He then transmitted the check to the library with instructions regarding expenditure. Finance asked that the donation be brought before Commission before recognizing the funds within the Library Budget. The library will be placing a memorial plaque on books bought with these funds.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Budget Amendment			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Elizabeth Walker		Created/Initiated	
Arnold Becho		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - Hyman and Lily Shapiro donation, Letter from Robert Shapiro			
Responsibilities upon Approval: Finance will work to add these funds to the library's book budget. The library will then purchase appropriate books and place a memorial plaque on each of these books.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

December 1, 2016

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem;
Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega,
Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Maria Barrera
Fr: Arnoldo Becho, Library Director
Re: Request to approve acceptance of donated funds for new books by Hyman and Lily
Shapiro

Former community members Hyman and Lily Shapiro have graciously bequest \$1,000 for the purchase of new books to the library following their passing. Robert Shapiro (son of Hyman and Lily) contacted the library in November and informed the library that his parents had bequest funds in the above amount to the Mayor Joe V. Sanchez Public Library. He then transmitted the check to the library with instructions regarding expenditure. Finance asked that the donation be brought before Commission before recognizing the funds within the Library Budget. The library will be placing a memorial plaque on books bought with these funds.

The library is very grateful to have such strong community supporters. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

From the desk of:

ROBERT B. SHAPIRO

Dear Aristotle

It was nice speaking to
you this morning. As I mentioned,
in keeping with my parents' wishes
and interests, I would like my
mom's request to be used for the
acquisition of new books.

The request is in Memory of
Hyman and Lily Shapiro.

Sincerely,
Robert B. Shapiro



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-620
From:		
Subject: Discussion and consideration to approve Resolution 2016-67 appointing one member to the Board of Adjustments and Appeals-Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement Department.)		
Background: The term of Paul Garza is set to expire January 6, 2017. He does desire to continue to serve and there are other applications of interest on file.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission: N/A		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A		
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A		
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Appoint.		
Attachments, if any: 16 Board Appt., BOAAZ member roster, Resolution 2016-67		
Responsibilities upon Approval: Notify appointee.		

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	4	2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval min. 3 mths	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		3/year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*						Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr					X	3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X			7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5	5	2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5	5	2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7	7	3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7	3	3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

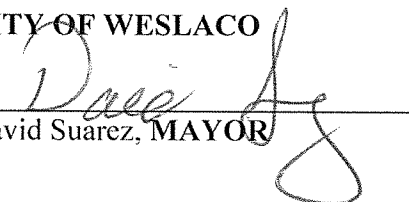
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

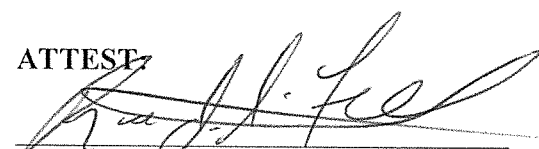
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

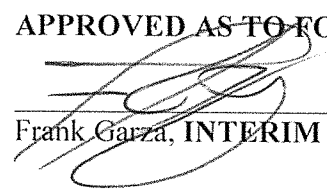
CITY OF WESLACO


David Suarez, MAYOR

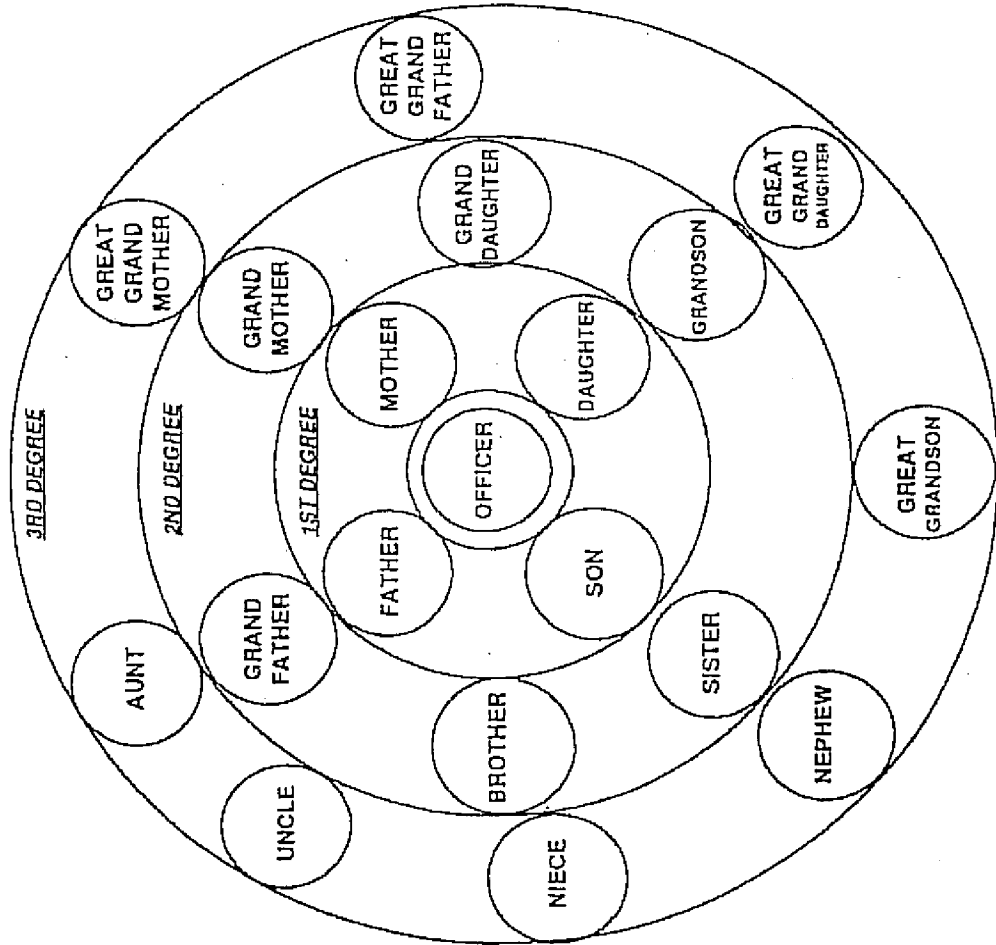
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

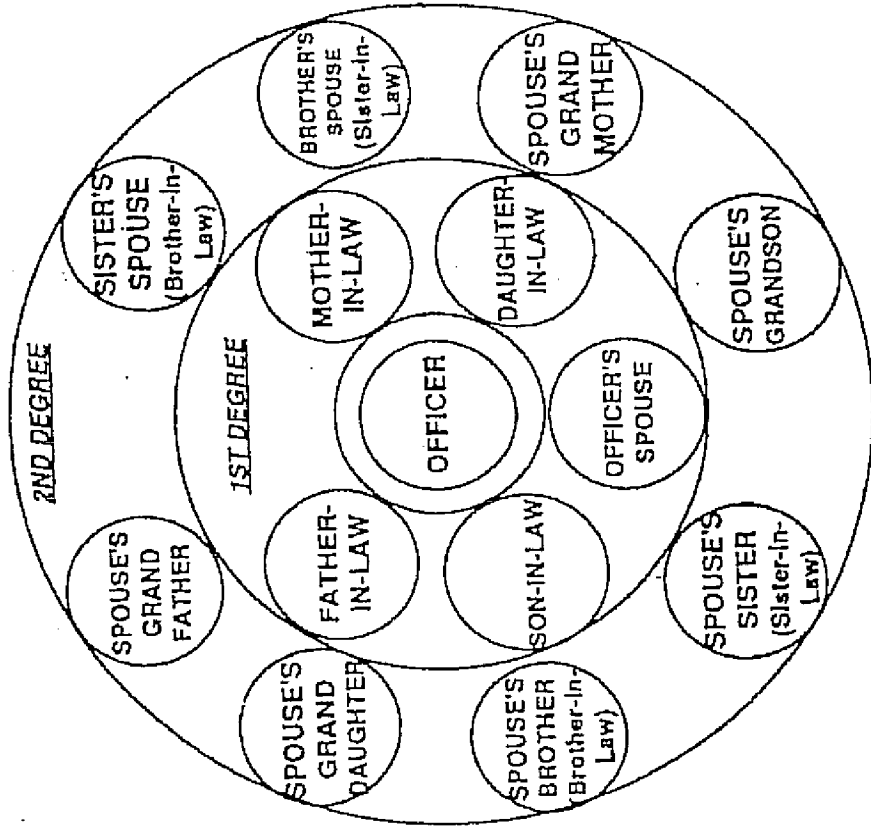
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Board of Adjustments & Appeals to the Zoning-Ordinance

TERM START	TERM EXPIRES	TERMS SERVED	FIRST NAME	LAST NAME
1/7/2015	1/6/2017		Paul	Garza
6/1/1982	11/2/2017	15	Andy	Veliz
4/6/2016	11/6/2017		*Francisco	Castanellos
9/6/2016	10/4/2017		*Adrian	Torres
7/19/2016	12/21/2017		*Erin Duffy	Wise

*serving unexpired term

RESOLUTION NO. 2016-67

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an expired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on _____ day of _____, 20__.

PASSED AND APPROVED on this 6th day of December, 2016.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

ORDINANCE NO.2016-41

AN ORDINANCE REPEALING ORDINANCE NO. 87-16 and 93-17; CODIFIED AS CHAPTER 70, "HEALTH AND SANITATION", ARTICLE III, SMOKING REGULATIONS IN PUBLIC BUILDINGS, AND ADOPTING "SMOKING REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF WESLACO IN ORDER TO PROVIDE REGULATIONS PROHIBITING SMOKING OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING MATERIALS IN CERTAIN ENCLOSED AND NON-ENCLOSED AREAS WITHIN THE CITY LIMITS; PROHIBITING SMOKING ON CITY PREMISES AND OTHER PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR A PENALTY; PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City of Weslaco is a home rule municipality established by its Charter and the laws of Texas; and,

WHEREAS, it is the intent of the City to protect the health, safety, welfare, and wellbeing of its citizens; and,

WHEREAS, the 2006 U.S. Surgeon General's Report, The Health Consequences of Involuntary Exposure to Tobacco Smoke, has concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to secondhand smoke; (5) establishing smoke-free workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smoke-free policies and laws do not have an adverse economic impact on the hospitality industry; and,

WHEREAS, according to the 2010 U.S. Surgeon General's Report, How Tobacco Smoke Causes Disease, even occasional exposure to secondhand smoke is harmful and low levels of exposure to secondhand tobacco smoke lead to a rapid and sharp increase in dysfunction and inflammation of the lining of the blood vessels, which are implicated in heart attacks and stroke; and,

WHEREAS, according to the 2014 U.S. Surgeon General's Report, The Health Consequences of Smoking – 50 Years of Progress, secondhand smoke exposure causes stroke in nonsmokers and the report also found that since the 1964 Surgeon General's Report on Smoking and Health, 2.5 million nonsmokers have died from diseases caused by tobacco smoke; and,

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, lung cancer and the National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of approximately

53,000 Americans annually; and,

WHEREAS, the City of Weslaco finds that smoking tobacco is a form of air pollution, a positive danger to health and a material public nuisance; and,

WHEREAS, the City of Weslaco finds that amendment to the City's current smoking ordinance under Chapter 70, "Health & Sanitation", Article III, Smoking Regulations in Public Buildings is necessary to protect the public health and welfare by prohibiting smoking in public places and places of employment.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, THAT:

CHAPTER 70, "HEALTH AND SANITATION", ARTICLE III, SMOKING REGULATIONS IN PUBLIC BUILDINGS of the Code of Ordinances of the City of Weslaco is hereby amended and shall read in its entirety as follows:

ARTICLE III, SMOKING REGULATIONS

SECTION 70-47. DEFINITIONS.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

BAR means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

BUSINESS means a sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

CIGARETTE VENDING MACHINE means any self-service device which, upon insertion of coin(s), paper currency, token(s), card(s) or key(s) or any other item(s) dispenses one (1) or more cigarettes, as defined above, provided that the term shall neither be deemed to include any machine that is in storage, in transit or otherwise not set up for use and operation nor be deemed to include any machine that is situated on a train, bus or other public conveyance.

COMEDY CLUB means an establishment that is primarily used for live comedic entertainment.

EMPLOYEE means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

EMPLOYER means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one (1) or more individual persons.

ENCLOSED AREA ~~means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways), which extend from the floor to the ceiling means all space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent~~

and whether or not containing openings of any kind.

HEALTH CARE FACILITY means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

PARK includes neighborhood/community/large urban/natural area and greenways/sports complex parks that are the basic unit of a park system and are recreational and social centers for those living in the nearby service area or from several neighborhoods and possibly may serve a broader community-based recreation need. Parks include areas that preserve unique landscapes and open spaces and include features that emphasize harmony with the natural environment. Parks include areas that accommodate group activities and recreational facilities, consolidated programmed athletic fields, and their associated facilities.

PLACE OF EMPLOYMENT means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

PRIVATE CLUB means an organization, whether incorporated or not, which:

- (1) Is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times;
- (2) Is operated solely for a fraternal purpose but not for pecuniary gain;
- (3) Only sells alcoholic beverages incidental to its operation;
- (4) Conducts its affairs and management through a board of directors, executive committee, or similar body chosen by the members at an annual meeting;
- (5) Has established bylaws or a constitution to govern its activities; and
- (6) Has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

PUBLIC PLACE means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, bingo facilities, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

RESTAURANT means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for

serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

RETAIL TOBACCO STORE means a retail store utilized primarily for the sale of tobacco products, smoking implements, or smoking accessories for on-premises consumption and in which the sale of other products is merely incidental, which shall include but not be limited to hookah lounges, cigar bars and humidors. In this definition, "primarily" means that the sale of tobacco products, smoking implements or smoking accessories shall be at least 65% of the total sales revenues

SHOPPING MALL means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

SMOKE means the gases, particles or vapors released into the air as a result of combustion, electrical ignition or vaporization, including from an electronic smoking device, when the purpose of the combustion, electrical ignition or vaporization is human inhalation of the gases, particles or vapors. Smoke does not mean the combustion of material solely for olfactory purposes that does not contain any tobacco or nicotine.

SMOKING means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, including electronic cigarette, pipe, or any other lighted or heated tobacco, nicotine or plant product intended for inhalation, in any manner or in any form, including vaping.

SPORTS ARENA means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

SECTION 70-48. APPLICATION OF CHAPTER TO CITY-OWNED FACILITIES.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city, shall be subject to the provisions of this chapter.

SECTION 70-49. PROHIBITION OF SMOKING IN PUBLIC PLACES.

Smoking shall be prohibited in all enclosed public places within the city, including but not limited to, the following places:

- (1) Aquariums, galleries, libraries, and museums;
- (2) Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels, and motels;

~~Bars (except for outdoor seating areas and/or provide a separate room for all non-smoking areas by a continuous wall and have a separate ventilation system to be maintained under negative pressure relative to adjacent areas, and minors shall not be permitted entry;~~

- (3) Billiard halls;
- (4) Bingo facilities;
- (5) Comedy clubs;

- (6) Convention/Civic Center facilities;
- (7) Elevators;
- (8) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance;
- (9) Gaming facilities;
- (10) Health care facilities;
- (11) Childcare and adult day care facilities;
- (12) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities;
- (13) Polling places;
- (14) Public transportation facilities, including buses and taxicabs, and ticket, boarding, and waiting areas of public transit depots;

~~Restaurants, (except for outdoor seating areas and/or provide a separate room for all non-smoking areas by a continuous wall and have a separate ventilation system to be maintained under negative pressure relative to adjacent areas, and minors shall not be permitted entry)- designated as smoking in accordance with subSection 70-57(d);~~

- (15) Restrooms, lobbies, reception areas, hallways, and other common-use areas;
- (16) Retail stores;
- (17) Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the city or a political subdivision of the state when a public meeting is in progress, to the extent the place is subject to the jurisdiction of the city;
- (18) Shopping malls; and
- (19) Sports arenas, including enclosed areas in outdoor arenas.

SECTION 70-50. PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT.

- (a) Smoking shall be prohibited in all enclosed areas within places of employment. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, and all other enclosed areas.
- (b) This prohibition on smoking shall be communicated by employers to all existing employees by effective date of this chapter, and to all prospective employees upon their application for employment.

SECTION 70-51. DISTRIBUTION, DISPLAY AND SALE OF TOBACCO PRODUCTS, AND CIGARETTE MACHINES.

- (a) Distribution, display, and sale of smoking tobacco products or smoking paraphernalia on any public right-of-way, City Park or any city-owned building or facility is hereby prohibited.
- (b) Cigarette vending machines.
 - (1) Subject to the defenses provided in subsection (2) below, it shall be unlawful for any business owner, manager and employee in control of cigarette vending machines within the city to intentionally, knowingly, recklessly, or with criminal negligence allow the display or use of any cigarette vending machine upon any property within the city.
 - (2) It is a defense to prosecution under the provisions of this subsection (b) that:
 - a. The cigarette vending machine is situated in a premise where entry by any person under eighteen (18) years of age is prohibited by law, or
 - b. The cigarette vending machine is located in a workplace with the permission of the employer, provided that the employer has no persons under the age of eighteen (18) years employed at the workplace, and further provided that the cigarette vending machine is situated at a location within the workplace to which persons other than those employed at the workplace are not permitted to have access.
 - (3) Penalty. A violation of this subsection is hereby declared to be a misdemeanor crime, and upon conviction, shall be punishable by a fine of not more than two thousand dollars (\$2,000.00).

SECTION 70-52. PROHIBITION OF SMOKING IN OUTDOOR AREAS.

Smoking shall be prohibited in the following outdoor places:

- (1) Within a reasonable distance of twenty (20) feet outside entrances, operable windows and ventilation system of enclosed areas, where smoking is prohibited so as to ensure tobacco smoke does not enter those areas;
- (2) Zoo facilities and grounds;
- (3) In, and within twenty (20) feet of, all outdoor sports arenas, stadiums, and amphitheaters;
- (4) In, and within twenty (20) feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the city;
- (5) In, and within twenty (20) feet of, all pavilions and playgrounds located within city- owned parks;
- (6) In, and within twenty (20) feet of the Library Courtyard

SECTION 70-53. WHERE SMOKING NOT REGULATED.

Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the provisions of sections 70-50, 70-51 and 70-52:

- (1) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five (25) percent of rooms rented to guests in a hotel or motel may be so designated;
- (2) Outdoor areas except those listed specifically in the provisions in Section 70-53;

~~Outdoor seating areas of restaurants designated as smoking areas in accordance with subSection 70-57(d);~~

- (3) Private clubs in existence as of the effective date of this chapter, and as defined in 70-48, including Veterans of Foreign War (VFW) posts;
- (4) Private residences, except when used as a child care, adult day care, or health care facility;
- (5) Retail tobacco stores; provided, however, that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this chapter; and
- (6) Tobacco product manufacturing facilities.

SECTION 70-54. PERSONS UNDER AGE OF EIGHTEEN (18) YEARS IN SMOKING AREA.

Notwithstanding any other provision of this chapter, persons under the age of eighteen (18) years may be admitted in establishments, facilities or other areas that allow smoking in accordance with the provisions of this chapter if such persons are accompanied by their parent or legal guardian.

SECTION 70-55. DECLARATION OF ESTABLISHMENT AS NONSMOKING.

Notwithstanding any other provision of this chapter, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of subSection 70-57(a) and (b) of this chapter is posted.

SECTION 70-57. POSTING OF SIGNS.

- (a) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this chapter, by the owner, operator, manager, or other person in control of that place.
- (b) Every public place and place of employment where smoking is prohibited by this chapter shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.
- (c) All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this chapter by the owner, operator, manager, or other person having control of the area.

- (d) Areas which are exempt from the provisions of sections 70-49 and 70-50 of this Chapter shall post a standard sign at each entrance, to be designated by the city informing potential patrons that the area allows smoking, and warning patrons of the negative health effects associated with secondhand smoke.
- (e) The city will provide the signs required under subSection 70-57(d) to the owners or operators required to comply with subSection 70-57(d) at a reasonable and appropriate cost.

SECTION 70-58. RETALIATION PROHIBITED.

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this chapter or reports or attempts to prosecute a violation of this chapter.

SECTION 70-59. ENFORCEMENT.

- (a) The Police Department, Fire Department and Code Compliance Division, in addition to any authority having jurisdiction to enforce city ordinances, shall have authority to enforce the provisions of this chapter.
- (b) Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Police Department.
- (c) The Police Department, Fire Department and Code Compliance Division, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this chapter.
- (d) An owner, manager, operator, or employee of an establishment regulated by this chapter shall inform persons violating this chapter of the appropriate provisions thereof.
- (e) Notwithstanding any other provision of this chapter, an employee or private citizen may bring legal action to enforce this chapter.
- (f) In addition to the remedies provided by the provisions of this section, the Police Department, Fire Department, Code Compliance Division, or their designees, or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this chapter may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

SECTION 70-60. VIOLATIONS AND PENALTIES.

Any person, firm, corporation, agent, employer or employee who intentionally, knowingly, recklessly or with criminal negligence violates any provision of this chapter shall, upon conviction, be fined an amount not more than two hundred dollars (\$200.00); provided, however, that in the event a defendant has previously been convicted under this chapter, such defendant shall be fined an amount not more than five hundred dollars (\$500.00) for a second conviction hereunder, and shall be fined an amount not more than two thousand dollars (\$2,000.00) for a third conviction hereunder and for each conviction thereafter. Each day that a violation is committed or permitted to exist shall constitute a separate offense.

SECTION 70-61. ADDITIONAL FEES FOR RESTAURANTS.

A reasonable fee to cover staff costs associated with inspections and program expenses may be charged by the city to the owner or operator of a restaurant in order to establish that outdoor seating areas of restaurants designated as smoking areas are so designated in accordance with subsections 70-50(16) and 70-57 of this chapter.

SECTION 70-2. GOVERNMENTAL AGENCY COOPERATION.

The city manager shall annually request other governmental and educational agencies having facilities within the city to establish local operating procedures in cooperation and compliance with this chapter. This includes urging all federal, state, county and school district agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

SECTION 70-70. OTHER APPLICABLE LAWS.

This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

SECTION II. REPEALER CLAUSE:

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION III. SAVINGS CLAUSE:

If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION IV. SEVERABILITY CLAUSE:

If any provision, clause, sentence, or paragraph of this Article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable.

SECTION IV. PUBLICATION AND EFFECTIVE DATE:

This Ordinance shall take effect 120 days after its passage and publication according to law.

SECTION VI. CODIFICATION:

The contents of Section I of this Ordinance shall be published in the appropriate location of the Code of Ordinances of the City of Weslaco, Texas.

SECTION VII. PROPER NOTICE AND MEETING:

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON FIRST READING BY THE CITY COMMISSIONER OF THE CITY OF WESLACO, TEXAS, on this the 6th day of December, 2016.

PASSED AND APPROVED ON SECOND READING BY THE CITY COMMISSIONER OF THE CITY OF WESLACO, TEXAS, on this the _____ day of _____, 2016.

CITY OF WESLACO

DAVID SUAREZ, MAYOR

ATTEST:

ELIZABETH M. WALKER, CITY SECRETARY

APPROVE AS TO FORM:

JUAN E. GONZALEZ, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-649
From:		
Subject: Discussion and consideration to approve Ordinance 2016-44, a budget amendment in an amount not to exceed \$50,000.00, transferring equipment items to budget line item 516 "Equipment" from the Apparatus Replacement Program for the Fire Department. First Reading of Ordinance 2016-44. Possible action. (Staffed by Fire Department.)		
Background: the Fire Department Equipment list was placed on the Apparatus Replacement Program and not on Equipment under 2016-2017 budget.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Budget Amendment		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Antonio Lopez	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	Approved	
Mary Barrera	Final Approval	
City Manager Comments:		
Staff Recommendation:		
Attachments, if any: Equipment Item List (Fire), Ordinance 2016-44		
Responsibilities upon Approval:		

: DH-DEPARTMENT HEAD

: 01 GENERAL FUND

S PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 4

COUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
Permanent	replacement of tools used around stations and car wash supplies (Brushes, Bucket)	
-516-3400	CHEMICALS	4,000.00
	1	4,000.00 4,000.00
-516-3520	LAB & PHOTO SUPPLIES	200.00
FM		200.00
-516-3640	EDUCATIONAL SUPPLIES	4,000.00
Public Education	1	4,000.00 4,000.00
FM		2,000.00 0.00
-516-3840	EMS & OTHER SUPPLIES	1,000.00
	1	1,000.00 1,000.00
-516-3850	EQUIPMENT	58,900.00
Water Rescue PPE/Package	13	1,000.00 13,000.00
Surface Tables	6 12	1,000.00 12,000.00
Fire Nozzles	10	500.00 5,000.00
Digital Camera	2	600.00 1,200.00
Multi Gas Meter	4	2,500.00 10,000.00
Personnel Lockers	18 30	550.00 16,500.00
Rescue Dummy	1	1,200.00 1,200.00
-516-4010	CAPITAL OUTLAY	115,000.00
FIRE MARSHAL RESPONSE VEHICLE	1	50,000.00 50,000.00
FIRE F-650 CHASIS	1	65,000.00 65,000.00
		0.00

\$45,100 TOTAL

Reduced to →

Reduced to \$6000

- Reduced to \$9,900

Removed

↑
"ARP"

PAGE TOTAL: 183,100.00

DEPT TOTAL: 4,851,666.00

ORDINANCE 2016-44

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-31, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FINDING NEED TO AMEND THE 2016-2017 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2016-2017 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2016-2017 Official Budget, adopted by Ordinance 2016-31, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of December, 2016.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-650	
From:			
Subject: Discussion and consideration to approve the purchase of a 2017 Chevy Tahoe through Buy Board contract bid #430-13 in an amount not to exceed \$45,000.00 to replace a 2004 Ford Taurus assigned to the Fire Marshals Office. Possible action. (Staffed by Fire Department.)			
Background: Replacement of a 2004 Ford Taurus assigned to the Fire Marshals Office with a 2017 Chevy Tahoe. this replacement is part of the Apparatus Replacement Program. Lease Purchase of 5 year lease purchase.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Apparatus Replacement Program Fire Marshal vehicle , Apparatus Replacement Program Fire Marshal vehicle , Apparatus Replacement Program Fire Marshal vehicle			
Responsibilities upon Approval:			

CALDWELL COUNTRY**FORD & CHEVROLET****BUYBOARD BID 430-13**End User: WESLACO FIRE DEPARTMENTCaldwell Rep: AARON WILEYContact: CHIEF ANTONIO LOPEZPhone/fax: 254-773-8824 / 254-773-8808Phone/email: 956-447-3415/anlopez@weslacotx.comDate: Monday, October 24, 2016Product Description: CHEVY TAHOE BASE PPVemail: aaron@caldwellcountry.comA. Bid Series: 34A. Base Price: \$ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC15	2017 CHEVY TAHOE PPV 4X2	INCL	160009	CAP FLEET UPFITTERS	\$ 8,459.97
	5.3L V8 GAS E85; 6-SPEED AUTO	INCL		SEE ATTACHED QUOTE	
	FRONT BUCKET SEATS CLOTH	INCL			
	CLOTH REAR SEATS	INCL			
	AC & HEAT; AM/FM RADIO/CD	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS & LOCKS	INCL			
	KEYLESS ENTRY	INCL			
	POLICE RATED TIRES & WHEELS	INCL			
	RUBBER FLOOR	INCL			
	BLUETOOTH	INCL			

Total of B. Published Options: \$ 8,459.97

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

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS TO CAP FLEET	DELIVERY

Total of C. Unpublished Options: \$ -D. Pre-delivery Inspection: \$ -E. Texas State Inspection: \$ -F. Manufacturer Destination/Delivery: G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -I. Contract Price Adjustment: \$ -J. Additional Delivery Charge: 356 miles \$ 658.60K. Subtotal: \$ 43,053.57L. Quantity Ordered 1 x K = \$ 43,053.57M. Trade in: N. BUYBOARD FEE PER PURCHASE ORDER: \$ 400.00O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE: \$ 43,453.57



Quote

Date: October 4, 2016

Quote #: QTST160009

To: FM Chris Sanchez
Weslaco Fire Dept.

Quote Good for 30 Days

Purchase Orders Are to Be Made Out to Distributor Below

Sales Representative	Distributor	Notes	Due/Date
G. Hernandez	CAP Fleet	Buy Board 432-13	
	FM Tahoe	Freight: TBD (UPS Ground Unless Specified Otherwise)	

Qty	Description	Unit Price	Line Total
1.00	IX45UFZ; Inner Edge LC; 15-16 Tahoe Red, Blue/ TD	543.90	\$ 543.90
1.00	ASBD5715; PG Tahoe Aluminum Storage Box w/ Drawer, Raised	1,005.67	1,005.67
2.00	VTX609J; Vertex Split Red/ Blue (Rear Taillights)	73.50	147.00
2.00	AVN2RB; Dual Avenger; Red/ Blue (Rear Window)	186.90	373.80
2.00	M4DWJ; "M4" Ser. Combo Driving w/ Red Over Blue Warning	122.85	245.70
1.00	M4CT15B; "M4" Ser. Tahoe Fog Light Mounting, Pair	37.28	37.28
1.00	60CREGCS; 6" 12 Diode Red/ White Interior Light, w/ Switches	107.10	107.10
1.00	MBCT15JJ; Mirror Beam (Pair)ION 1 R, 1 B	207.38	207.38
4.00	IONSMJ; ION Surface Mt, Blk Housing, Split Red/ Blue (Running Board)	94.50	378.00
4.00	IONJ; ION Univ Mt, Blk Housing, Split Red/ Blue (Rear Lic Plt/ Rear Side Wind)	94.50	378.00
1.00	IONBKT1; Univ License Plate Bracket for ION	17.06	17.06
1.00	295SLSA6; Self Contained Siren Control Center	352.80	352.80
1.00	SA315P; Projector Style 100 Watt Siren Speaker	172.20	172.20
1.00	SAK1; Univ. SA315P Mounting Bkt	21.53	21.53
1.00	PB57T15ION4RB; PG Tall Push Bumper w/ 2 Red IONs, 2 Blue IONs	586.92	586.92
1.00	B5705T15; PG Cargo Barrier; Expanded Metal	305.52	305.52
2.00	C-MCB; Mic Clip Bracket	9.85	19.70
2.00	C-MC; Mic Clip	7.74	15.48
1.00	C-CUP2-I; Havis Dual Cupholder; Internal	29.55	29.55
1.00	C-ARM-103; Havis Armrest , Flip Up, Lg. Arm Pad	83.05	83.05
1.00	C-VS-1013-TAH-1; Veh. Specific Console, 15-16 Tahoe	303.19	303.19
1.00	C-AP-0325; 3" Accessory Pocket	32.36	32.36
2.00	C2FF; Continuum 20" Flood/ Flood	433.65	867.30
1.00	C3FSF; Continuum 30" Flood/ SPOT/ Flood	619.50	619.50
1.00	Graphics: User Supplied	1,000.00	1,000.00
1.00	SHOP Supplies	35.00	35.00
1.00	Installation (LIFETIME on Labor As Long As Dept. Owns Vehicle)	350.00	350.00
1.00	Wiring Harness	50.00	50.00
1.00	Freight	175.00	175.00
Subtotal		\$	8,459.97
Sales Tax			
Total		\$	8,459.97

Quotation prepared by _____







Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-655	
From:			
Subject: Discussion and consideration to approve the purchase of a 2017 Ford 450 Type 1 Ambulance under HGAC contract AM10-14 in an amount not to exceed \$176,000.00 under the Fire Department Apparatus Replacement Program. Possible action. (Staffed by Fire Department.)			
Background: This ambulance is in line with the replacement of the EMS fleet under the Apparatus Replacement Program. Lease Purchase over 5 years. Ambulance will be custom built under Weslaco Fire Department Specifications and will stay under budget of \$195,000 allotted for 2016-2017. Financed under a 5 year lease purchase at approx \$36,000 annual payments. Unit will replace a 2004 international Wheel Coach ambulance.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		Approved	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Apparatus Replacement Program 2017 Ambulance , Apparatus Replacement Program New Ambulance , Apparatus Replacement Program New Ambulance			
Responsibilities upon Approval:			



Unit #:
XX-XXXX

DEALER Southwest Ambulance Sales

CUSTOMER Weslaco Fire Department

Address or P.O. Box

City, State, Zip Weslaco, TX

Owner Contact Chief Tony

Phone/Fax Associate Robert Buffington

VIN#: MEDIX will assign VIN

Model Year 2017

Model Type I-AD 170- MSV II

Chassis Ford F-450 Cab/Chassis, 6.7L Diesel, 193" WB, 16,500 GVWR

Body 170"L x 96"W x 72" Interior Headroom

QTY	Description
1	Chassis & Conversion
	Liquid Spring Suspension Installation by Utility Bodywerks DS137FS3, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch that Medix will order and install - installed at the Curbside rear door on the wall - "L/S Dump Override" - p/n: MX09166.
	Flooring & Interior Colors
1	Cabinet Laminate: Gloss Gray
1	Upholstery: (Specify Color & compare to std. countertop color) Color: GUNMETAL Brand: EVS
1	EVS Cushions & Corner Padding
1	Flooring: Lonseal- LonPlate (Diamond Plate) (Specify Color) Color: GUNMETAL 424
	Body & Chassis
	M-2 Standard Configuration
1	This chassis is equipped with a Diesel Exhaust Fluid (DEF) System to meet the EPA Diesel Emissions Standards.
	NOTE: Make sure to run wires and prep interior cabinets for cabinet lights in electrical section.
1	Air Horns, Buell dual horns through front bumper, momentary switch on front console, compressor, tank, fittings- Ford Only. Make sure to order (1) 10" and (1) 12" airhorn.
	Specify Location, Compressor: compartment #2
	Note: requires 2017 F-series brackets for bumper
1	All Exterior compartments coated with a light gray rubberized urethan material.
1	DELETE STANDARD Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models
1	Lights: Compartment, TecNiq Flexible LEDs: 9", 27", 36" 45", 54", ILOS compartment lights. Locate: Compartment #1- (1) 45" E41-W010V-1 Locate: Compartment #2- (2) 27" E41-W06V-1 Locate: Compartment #3- (2) 45" E41-W010V-1 Locate: Compartment #4- (1) 36" E41-W08V-1 Locate: Compartment #6- (2) 54" E41-W012V-1 Locate: Compartment #7- (1) 9" E41-W02V-1 (if ordered)

1	Compartment #1 SS Forward: Smooth Aluminum body, O2 Universal lift set up for "H" cylinder storage for STEEL tank , Door w/gas strut hold-open, Sealed access to paddle handle in door panel. Stainless steel sill protector.
1	Compartment #2 SS Center: Smooth Aluminum body, Open Storage, Double doors w/gas strut hold-opens. (1) Adjustable aluminum shelf w/DA finish. Sealed access to paddle handles in door panel. Stainless steel sill protector.
1	DELETE STANDARD Compartment #3 SS Rear: 3/4 Height, Smooth Aluminum body, Inside/Outside access, (1)- adjustable shelf w/DA finish. Door w/gas strut hold-open. Sealed access to paddle handle in door panel. Stainless steel sill protector.
1	Compartment #3: SS Rear Type I: 3/4 Height, Smooth Aluminum body, DELETE STANDARD Inside/Outside access, (1)- adjustable shelf w/DA finish (NOTE: this shelf will be narrow width to fit between the offset walls in the tub). Door w/gas strut hold-open. Sealed access to paddle handle in door panel, Stainless steel sill protector. NOTE: Offset in compartment for full length rear A/A shelf. See special tub print: #33-103011
1	Shelf: Adjustable, Smooth Aluminum w/DA finish, Exterior Compartment - <u>MSVII ONLY</u> Specify Location: Compartment #3
2	Rear Entry Doors: Dual door system w/exterior/interior, locking paddle handles; fixed glass windows and Cast Grabber hold-opens. Sealed access to paddle handles in door panels. Stainless steel sill protector. Two-piece interior door panel.
1	Compartment #4/5 CS Forward: NO body above floor, <u>ADP interior door panel</u> , ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body for open storage or optional roll-out battery tray w/removable, latching door.
1	Drop Skirt - 4" on Curbside forward of the rear wheelwell. Requires rub rail to be offset on curbside; fenderette will sit on top of rub rail forward of rear wheel only on curbside; taller front stone guard on passenger side and taller kickplate on passenger side.
1	Curbside Entry Door: Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixed glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Stainless steel sill protector. Two-piece interior door panel.
1	Curbside Entry Door Stepwell: One-piece construction; (1) 13.5" high x .125" smooth aluminum step welded into door opening coated with Herculiner material. Stainless steel threshold trim. Dri-Dek insert on floor of step.
1	Compartment #6 CS Rear: Smooth Aluminum body, Vertical backboard storage w/(2) seat belts restraints; (1) in upper Backboard section, (1) lower across Backboard and Stair Chair Section. Door w/gas strut hold-open. Sealed access to paddle handles in door panel, Stainless steel sill protector. <u>Compartment to be 24 5/8" Wide and divider located to accommodate 8" wide tracked Stair Chair.</u>
1	Divider: Aluminum w/DA finish, vertical in back Board Compartment
	Locate: Compartment #6

3	Shelf: Adjustable, Smooth Aluminum w/lip, DA finish, Adjustable for Backboard Divider - <u>MSVII ONLY</u> Specify Location: Compt #6 - forward of divider, lower shelf 40" up from floor, the other two to be evenly divided.
1	Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille brackets: Ford 33-102402, GM 33-102397, no bracket req'd on F-series) LOCATION: LOWER GRILLE AREA
1	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. Includes (1) switch by Curbside Entry Door interior in standard 4-position switch panel and (1) at Rear Curbside Wall - <u>MSV II ONLY</u>
	Do not order the standard vertical S.S. trim piece at the rear curbside entry door - there are (3) switches ILO the standard (2) switches - see print: 33-102590
1	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	Pass-Thru: With accordian boot.
1	Running Boards: Aluminum diamond plate w/splash guards
1	Fender Flares: Black Rubber for use with 4" drop skirt
1	Bumper Pods: Cast Aluminum rear pods w/Medix Logo- ILOS ADP Pods - <u>MSVII ONLY</u>
1	Rear Bumper: Cast Aluminum corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame+C81
2	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	Mirrors, OEM: (1) heated/remote control on each cab door, (1) on interior windshield
4	Wheel Covers: Stainless steel covers w/Valve Extenders
4	Stone Guards: (3) Lower body corners, ADP; <u>(1) 4" taller ADP on Curbside front</u>
1	Kick Plate, Rear: ADP, below rear doors across to corner posts
1	Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers. Note: see below for rub rail lights.
2	Fuel Fill Bezel: Cast aluminum; DEF Fill Bezel: Cast Aluminum
2	Fuel Fill Scuff Plate: Stainless steel, below fuel fill bezel <u>for Type I</u> and DEF Fill bezel.
1	Undercoating: Per Ford QVM Guidelines
Brake, Turn & Back-Up Lights	
1	Lights: Brake/Tail, Turn, Back-up: Whelen LED M6BTTC, M6TC, and M6BUW, w/Flanges- ILOS
1	DOT Marker Lights: Optronics LED, rubber grommet bezels; (7) MCL11CAB Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) MCL11CRB Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
6	Lights: Warning, Whelen (4) Red ION WIONSMCR LED and (2) White ION WIONSMCC w/chrome housing, IATS

	Locate: In Rub Rail, R-W-R on each side of Body: (1) at forward end of each rub rail, (1) rear end of each rail, (1) as close to center as possible. Wire left side lights to be "ON" when left side scene lights are on and right side lights to be "ON" when right side scene lights are on. To function as "Ground Lights".
	Electrical, Power Distribution, Control Center & Interior Lighting
1	Battery Switch, Automatic: TST CDR-357- Located in Electrical Cabinet.
2	Batteries: OEM, 650 C.C.A. under hood
1	Battery, Additional
	Specify Location: On SINGLE BATTERY roll-out tray in compt. #4/5; total of (3) batteries with the (2) OEM under the hood. NOTE: Order Type I door frame for 4" drop, see prints.
1	Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
1	(2) Camera System: ASA Electronics / VCMS104i - (1) Flush Mount Camera/White, (1) VCMS155 Camera w/Manual tilt bracket, VOM73MM - 7" Rear View Mirror Color Monitor w/brightness, contrast and volume adjustment controls, CEC34 - 32ft. Cable Locate: (1) Camera mounted off lower RH corner of center rear Amber light, (1) Camera mounted on upper bulkhead wall and Monitor mounted on cab windshield rear view mirror.
2	Antenna, Radio Coax Cables: Terminated behind driver's seat w/Power & Ground for each
11	Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions- ILOS
1	Action Area Light: 16", 12 VDC LED Strip light, 18 diodes and On/Off switch on rear control panel
1	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	Shoreline: 125 VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired w/hinged,yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 w/indicator light for ease of access. Mating Connector to be shipped loose. ILOS
2	Switch, Momentary Disable: For Scene/Load Lights. (1) Located on Curbside Wall in 4-position plastic bezel: MX01507. (1) Located on Rear Curbside wall in standardized position, no bezel required, vertical S.S. trim is punched for switch.
	Do not install the standard vertical S.S. trim piece at the rear curbside entry door - there are (3) switches ILO the standard (2) switches
1	Timer: 5-minute check-out, wired to CS High mode dome lights
1	Inverter: Vanner 20-1050CUL- 1000watt w/battery charger, remote control w/switch in rear panel. Specify Location: Compt. 2 ceiling

1	Battery Charger: DELETE STANDARD (when adding Inverter with integral charger)
3	12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area
3	125 VAC Outlets: Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area
1	Battery Conditioner: Power Source, 45-Amp- Ceiling of Compartment #2
1	Spotlight: 400,000 CP handheld, hard wired, w/momentary On/Off switch, located in cab
1	Rear Switch Panel: Engraved black plastic panel with (14) LED lighted switch positions for Dome Lights (3), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), AC/Heat (1), Fan Speed (1), <u>Spare switches</u> , Thermostat and digital clock w/Mode Buttons. MX01516.
1	Fan: Metal Blades - located in back right corner of action area (hanging from the A/A overhead cabinet) facing rear/capt chair, hardwired into 12v. System, switch on base of fan.
8	Lights: Accent, TecNiq D04-B001-(1) Dragon Light Vertical, Blue LED w/white case (D04-0WV0-1), 36" wire, Rocker switch MXO-9162 "Blue Lts". Specify Location: just inside front top corner of each cabinet. NOT ON BACK WALL!!! RUN WIRES FROM ENTRY ON BACK WALL (at sides, not center of back wall) AND KEEP UP HIGH IN TOP EDGE, EACH SIDE. LOOM THE WIRES AND ATTACH WITH P CLAMPS
	Specify Location: Upper rear main cabinet A, Action Area Overhead section in corner closest to rear doors
Warning Lights & Sirens	
1	Lights: Warning, Whelen <u>M-Series</u> LED EMERGENCY Lighting Package- Ford, Chevy <u>Type I and Type III</u>- Models ONLY. NOTE: Does not include LED Scene or Load Lights.
	DELETE All standard halogen WARNING Lights.
	All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
	<u>Front of Body:</u> Add (7) M9 Whelen LEDs- Specify pattern by LED Color (Red or White): <u>R-W-B-W-B-W-R</u> Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.
	<u>Sides of Body:</u> (4) M9 Red LEDs: (2) each side in upper corners
	<u>Rear of Body:</u> (4) M9 Red LEDs: (2) in upper corners, (2) Mid-Body wired as Warning/Brake; (1) M9 Amber LED in center rear.
	<u>Brake, Turn & Back-Up Lights:</u> M6 LEDs
	<u>Lights, Warning, Intersection Lights:</u> (2) M7 Red LEDs on Front Fenders; (2) M7 Red LEDs above rear Wheel Wells- wired to Pri/Sec Modes
1	Lights: Warning, Grille: Whelen LINZ6D Red/Clear Super-LED & chrome flange on center grille bar, ILOS Red LINZ6 Specify Lens Color: CLEAR Specify Location: CENTER GRILLE BAR

2	Lights, Warning, Intersection: LINZ6 Red LED w/chrome flange, 1-on each fender
6	Lights: Scene/Load, Whelen M9LZC LED Linear-LED ® with flange included- ILOS (To be used with the M-series Warning light package). Specify Locations: (2) Each Side (2) Rear
1	Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE
2	Siren Speakers: dual 100 Watt drivers mounted through the front bumper
1	Siren- Whelen 295 SLSA1, 200 Watt
1	Lights: Warning, Wig-Wag, Sound-Off flasher wired to OEM headlights - (<u>includes one switch in front panel, P/N: MX09048</u>) (NOTE: Cannot be wired to Chevy Type I chassis OEM headlights.)
6	Lights: Warning, Whelen Red ION WIONSMCR LED w/chrome housing, IATS
	Locate: Rub Rail <u>R-W-R</u> on each side of Body - See Prints
1	Lights: Warning, Door Open, (Qty. 3 for all entry doors): Whelen 2" T0A00FAR 5mm LED Amber w/TGROM2 rubber grommet Locate: (1) on each lower outboard corner of open rear doors; (1) on lower outboard corner of open Curbside Entry door. All three located above the kickplates. Light to flash when door is open.
Oxygen, Vacuum & Miscellaneous Items	
3	Oxygen Outlets: Quick-connect style, 2-in Action Area, 1-over Squad Bench
1	Electric Oxygen with manual bypass and switch on A/A panel
1	Suction Aspirator System: SSCOR disposable container mounted in recess below Action Area, w/SSCOR gauge and quick-connect in recessed area; GAST vacuum pump mounted on ceiling of Compartment #2.
1	O2 Cylinder Universal Lift: Zico QR-OTSL-US for H-Cylinder, LH Drive, LH Remote Control; Mounting Bracket and Can Cover required: 33-102085 & 33-102074. Specify Location(s): ILOS Comp. #1
1	Oxygen Cylinder Retention: Universal for "M" or "H" cylinder, steel w/3-spring buckle straps and top collar, powder-coated Safety Yellow color- in Compartment #1.
1	O2 Regulator: Amvex, 50psi, pre-set
AC / Heat	
1	HVAC System: High capacity Free Blow combination Heat-AC system, multi-speed fan and thermostatic control in Action Area. HVAC unit mounted in Front bulkhead over Pass-Thru.
1	Auxiliary Air Conditioning System, A.C.C- Hot Weather Pkg (Condenser, Pump, Valve)
Cabinets, Hardware & Miscellaneous Items	
1	Main Streetside Wall Cabinets: Specify required configuration-
	Do not install the standard vertical S.S. trim piece at the rear curbside entry door - there are (3) switches ILO the standard (2) switches

1	Cabinet Configuration- CPR Seat w/EVS V-4 seat belt system and 2nd Action Area; includes (1) 125VAC and (1) 12VDC outlet in 2nd Action Area Make 2nd Action Area 22.125"W x 21.875"H.
	See option in Electrical Section for interior cabinet lighting - Make sure to run wires behind cabinets and drill holes in back wall - on sides - not in center
1	Main Cabinet Wall: Reconfigure Streetside Cabinet Wall to delete the standard (2) angled cabinets on either side of CPR Seat. 2nd Action Area to be 22" W x 19.375" H, this will cause the 2nd A/A to protrude into comp. #3 (special tub). Upper rear cabinet face to be flush with Lower Main. Includes Engineering time.
1	Mounting Plate: 0.25"x17.5"x 21.25" mounting plate PN: 33-10-3043 installed beneath the 2nd action area countertop for future installation of customer supplied monitor mount.
	Main Wall aisle-facing Cabinets will have (1) adjustable laminated wood shelf in each and sliding Lexan doors with full height extruded handles. Recessed cabinet for suction aspirator container. Stainless steel trim on lower face. See Prints for Configuration.
1	Action Area Overhead Cabinet: Full-height and depth aisle-facing cabinet w/sliding Lexan doors and full height extruded handles.
1	Action Area and Switch Panel: Laminated, sealed countertop and vertical panel with Suction system collection cannister, Vacuum gauge, (2) Oxygen outlets, (1) 12VDC Outlet, and (1) 125VAC Outlet. <u>Switch panel includes (14) switch positions, Thermostat and digital clock w/Mode Buttons. MX01516</u>
1	Corian Countertop - 1st / 2nd Action Area, Color: <u>Gray Mist HL-027</u> w/ <u>Eclipse HL-039</u> Top and perimeter accent lips. To extend over the edge of cabinet main
1	Cabinet overhead, forward of CPR Seat: Beveled cabinet w/ (2) hinged 1/2" Acrylic doors w/round SouthCo latches on bevel side.
1	CPR Seat, 2nd Action Area: CPR seat w/hinged, latching lid, storage under seat w/TriMark latch, EVS formed back rest and seat cushion; 2nd Action Area w/(1) 12VDC outlet, (1) 125VAC outlet
1	Cabinet overhead, rear of CPR Seat: Beveled cabinet w/(2) hinged 1/2" Acrylic doors w/round SouthCo latches on bevel side.
1	Sharps/Waste: Drop-in style w/Red polycarbonate HDPE hinged lid with standard containers, located at head of squad bench.
1	Inside/Outside access to Compartment #3: With dual 1/2" Acrylic hinged doors w/round SouthCo latches
1	Technician's Seat: EVS Rear facing automotive style chair with Type II lap/shoulder belt mounted on swivel base.
1	Seat Base: EVS SB-2 Swivel Base for EVS Technician's Seat
2	Front Bulkhead Cabinets: Electrical Cabinet located above Tech Seat w/round SouthCo latching, vented door; HVAC cabinet and filtered air return above Pass-Thru.
1	Pass-Thru Cabinets: Upper cabinet- open storage w/hinged, round SouthCo latching door; Lower cabinet open storage w/hinged, round SouthCo latching, vented door.
1	Cabinet Above ALS: Open storage w/dual 1/2" Acrylic doors w/non-locking SouthCo round latches, (1) adjustable shelf.

1	ALS Cabinet: Lower Section- Locking storage for box or bags w/LonPlate flooring; Middle Section- 6-inch deep drawer w/locking latch and gas strut closure w/Dri-Dek mat; Upper Section- w/ dual 1/2" Acrylic doors w/round SouthCo latches and (1) adjustable shelf w/ LonPlate flooring.
1	Glove Box Holders: (3) w/hinged, powder-coated steel door, in pad above Curbside Entry Door
1	Cargo Net: Head of Squad Bench- Type I / III (166, RP-90, MSV II) PN: 86-101723, bolted to taping plate in the floor, wall and ceiling. PN: ZRS-NETMEX009-02-A.
1	Squad Bench:
	Full length hinged lid w/TriMark latch for access to interior storage
	Full length upholstered seat cushion except over Sharps/Waste Area; formed upholstered back rest cushions and head pad for each seated position.
	(2) EVS V-4 Belted seating positions w/(3) short bottom straps for 2nd Patient restraint
	Stainless steel trim on lower face.
1	Sharps/Waste Tip-out style: Located in the face and at the head of the squad bench.
1	Cabinet, Squad Bench Overhead: w/ (2) flip-up 1/2" Acrylic doors with round SouthCo latches.
1	Cabinet, Rear Overhead: Cabinet over rear door opening w/ (1) flip-up 1/2" Acrylic door w/round SouthCo latch.
1	Assist Rail: 72" Powder Coated BLUE SS 1.25" w/Radius Ends, ILOS -All Models
1	Grab Handles: (3) 12", Powder Coated BLUE 1.25: SS w/Radius Ends- ILOS -All Models
3	Reflective Striping- Alternate Red/White chevron pattern on smooth aluminum kick panel-mounted on each rear entry and curbside entry door
9	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.
	Cots & Miscellaneous Items
1	Cot Mount: Stryker 6377, Dual Position, Removable
	NOTE: For Non-CN-8 Compliant States only. Must have letter on State letter head in file for non-compliance.
	Paint & Lettering
1	Paint: Body all OEM White
1	Roof Star ONLY, INSTALLED
1	Windows: Privacy tint, dark vinyl applied two OEM cab entry door windows. NOTE: Mod and Van applications.
1	Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows. NOTE: Module application only.
1	Grayson Graphics to supply and install graphics package quote To Be supplied by GG
	SHIP LOOSE
2	Fire Extinguisher: (2) 5 lb- Ship Loose is Standard
TOTAL ORDER	

I have reviewed this Order and find it to be acceptable and ready

to build.

Dealer Signature

Date: _____

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

Dealer Signature

Date: _____

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.



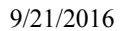
Contract Pricing Worksheets

Rev 02-05-07

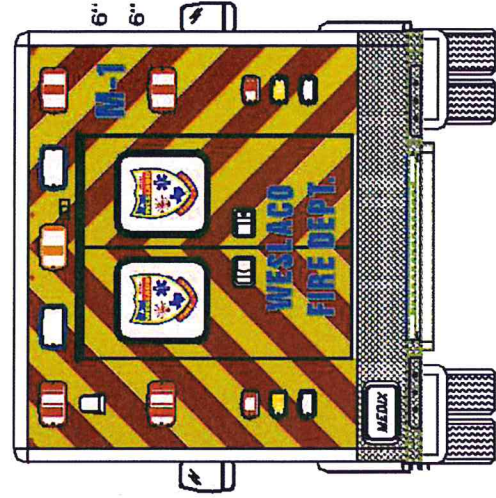
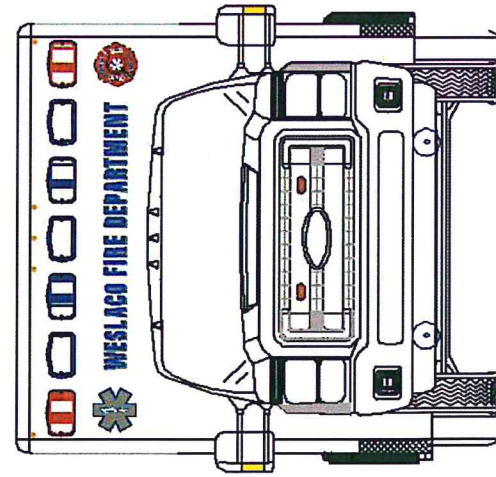
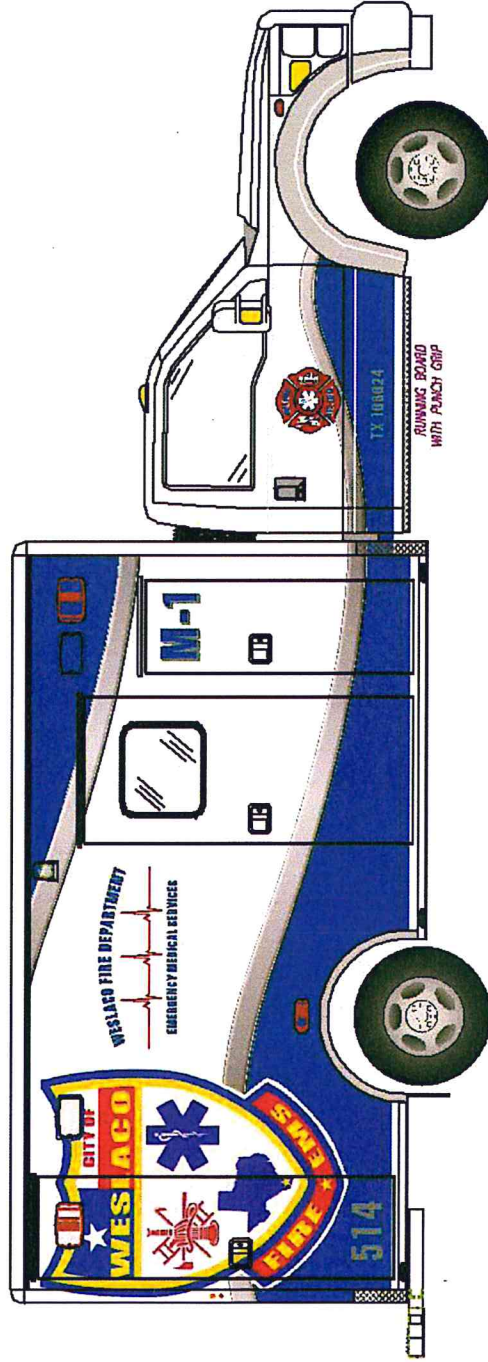
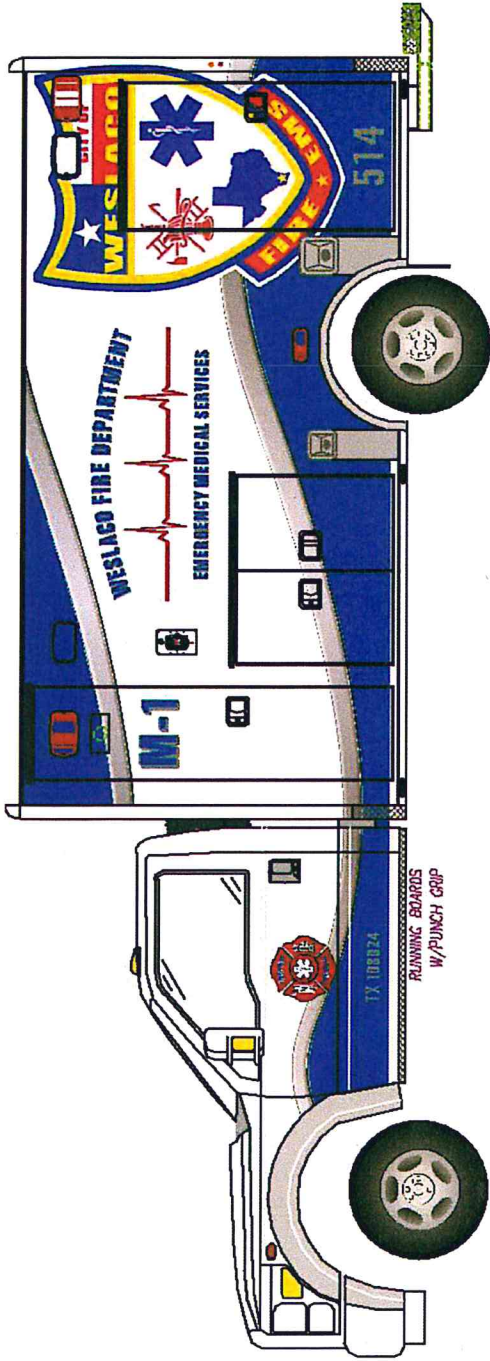
NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order is faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheets. One is for Standard Equipment / Services, one is for Catalog or Price Sheet purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

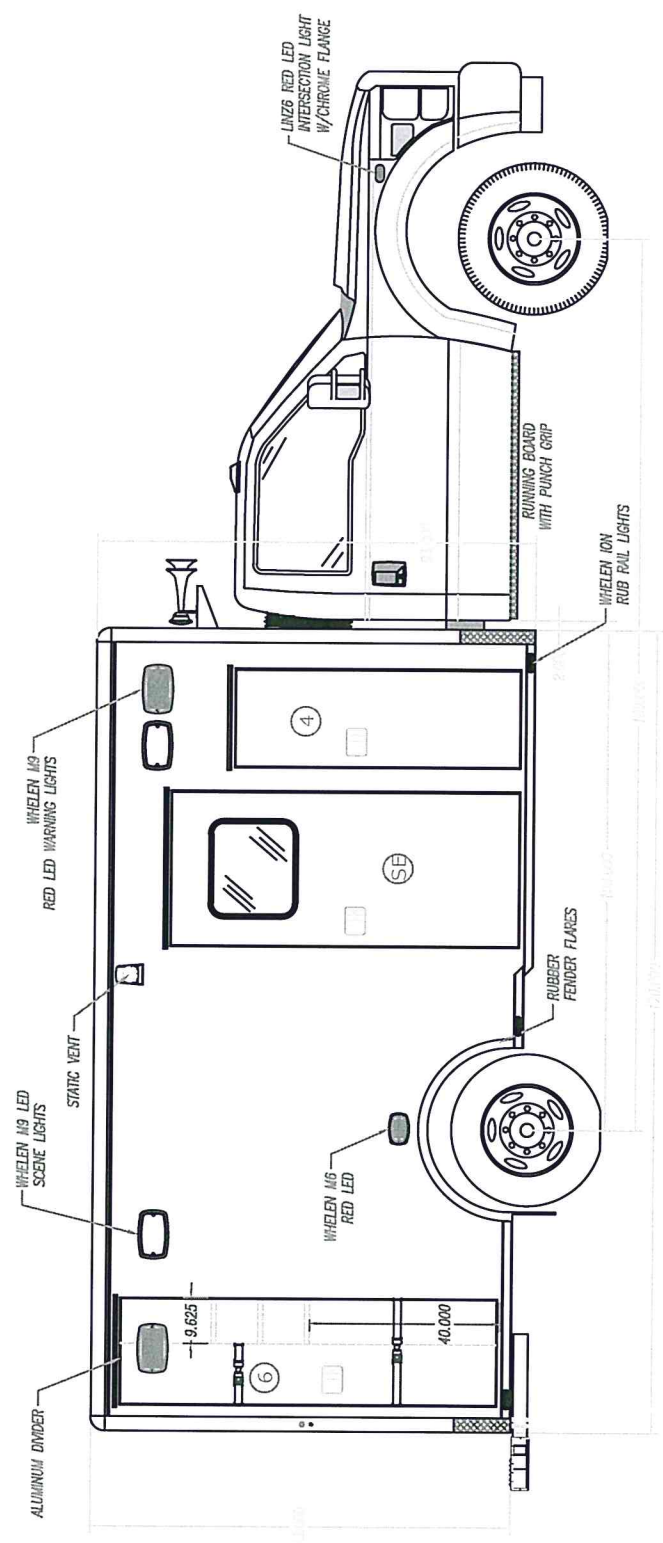


175090



6" 3m DIAMOND GRADE 983-72 RED
6" 3m DIAMOND GRADE 983-23
FLUORESCENT YELLOW GREEN

ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS.
ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS
WIRE TO OEM



COMPARTMENT SIZES		NOTE: THE DIMENSIONS BELOW ARE INSIDE TUB DIMENSIONS		
NO.	COMPARTMENT TYPE	WIDTH	HEIGHT	DEPTH
4	ALS COMPARTMENT	20 1/2"	18 1/2"	23 7/8"
5	BATTERY COMPARTMENT	20 1/2"	18 1/2"	23 7/8"
6	BACK BOARD COMPARTMENT	26"	79 1/2"	22"

COMPARTMENT & ENTRY DOORS		
NO.	PART NUMBER	NO. PART NUMBER
4	---	6
5	---	---
SE	---	---

COMPARTMENT TUBS		
NO.	PART NUMBER	NO. PART NUMBER
---	---	---

COMPARTMENT / ENTRY DOOR SIZES

NO. COMPARTMENT / ENTRY DOOR TYPE

COMPARTMENT / ENTRY DOORS

NO. PART NUMBER

M2 170" TYPE 1

FORD F-450 189" WHEELBASE

DESCRIPTION: CURB SIDE EXTERIOR

DATE CREATED: 8/18/15

DATE REVISED: 8/19/15

SCALE: 5/16"=1"

REVISION: A

Drawn By: D.EDWARDS

Revised By: D.EDWARDS

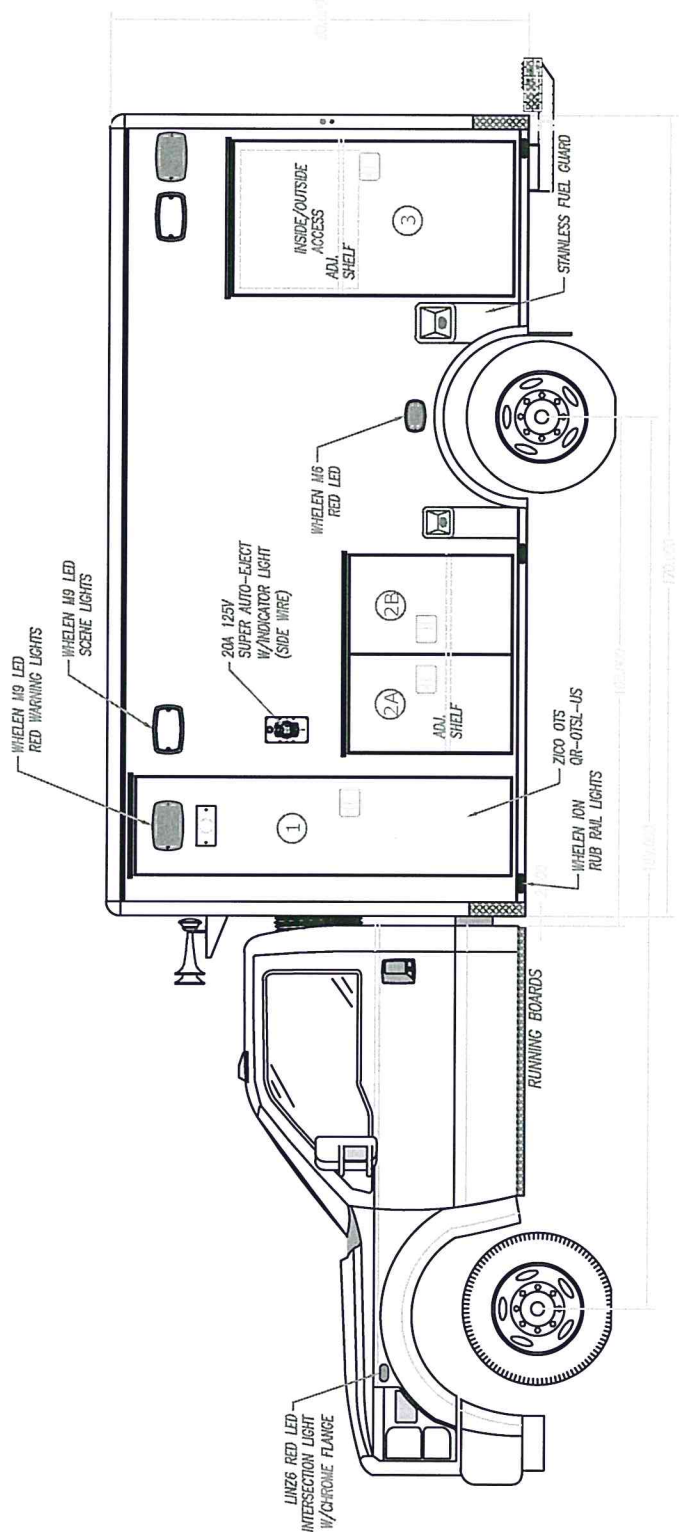
Note: Drawings are for reference only, measurements may vary from actual product.

MEDIX

3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
SPECIALTY VEHICLES, INC. FAX: 574-266-6669

"LET US SHOW YOU THE MEDIX DIFFERENCE"
WWW.MEDIXAMBULANCE.COM

ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS.
ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS
WIRE TO OEM



COMPARTMENT SIZES

NO.	COMPARTMENT TYPE	WIDTH	HEIGHT	DEPTH
1	O2 COMPARTMENT	20 1/2"	79 1/2"	18 1/2"
2	MID STORAGE COMPARTMENT	41 1/2"	34 1/2"	18 1/2"
3	REAR STORAGE COMPARTMENT	34"	59 1/2"	19 1/2"

COMPARTMENT & ENTRY DOORS

NO.	PART NUMBER	NO.	PARTNUMBER
1	33-100863	3	33-100866
2A	33-100864	-	-
2B	33-100865	-	-

COMPARTMENT TUBS

NO.	PART NUMBER	NO.	PARTNUMBER
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2B	33-100865	-	-

COMPARTMENT / ENTRY DOOR SIZES

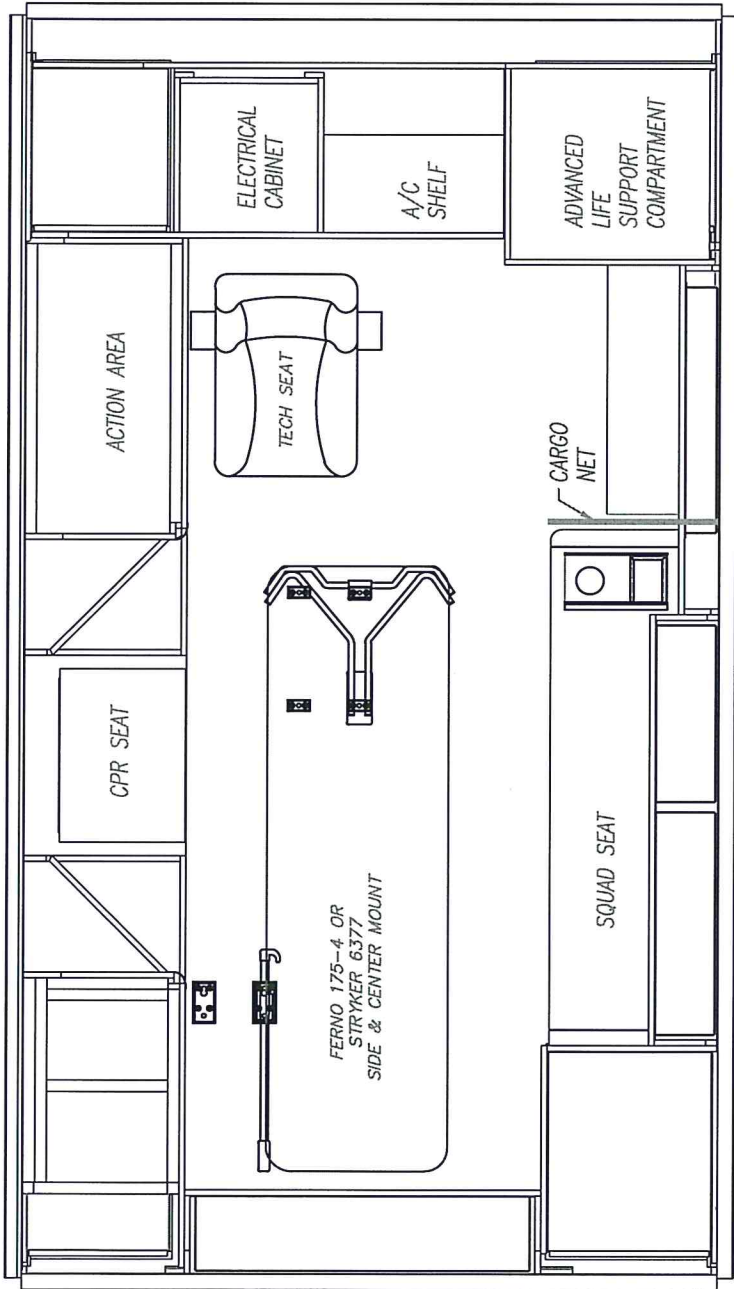
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COMPARTMENT & ENTRY DOORS

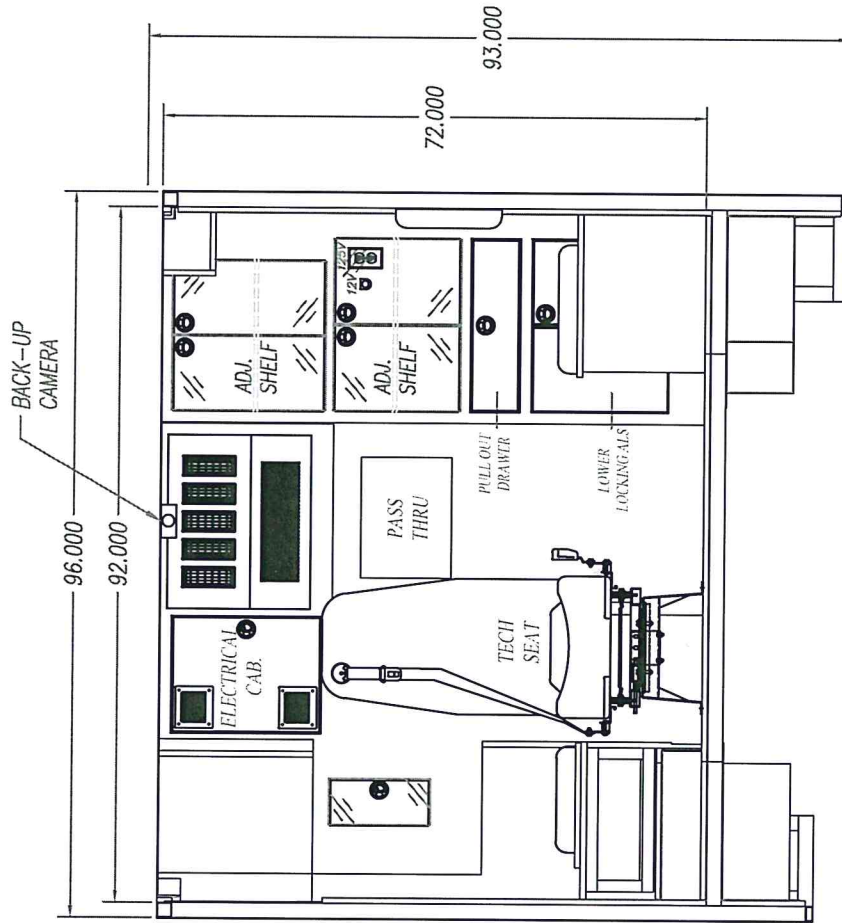
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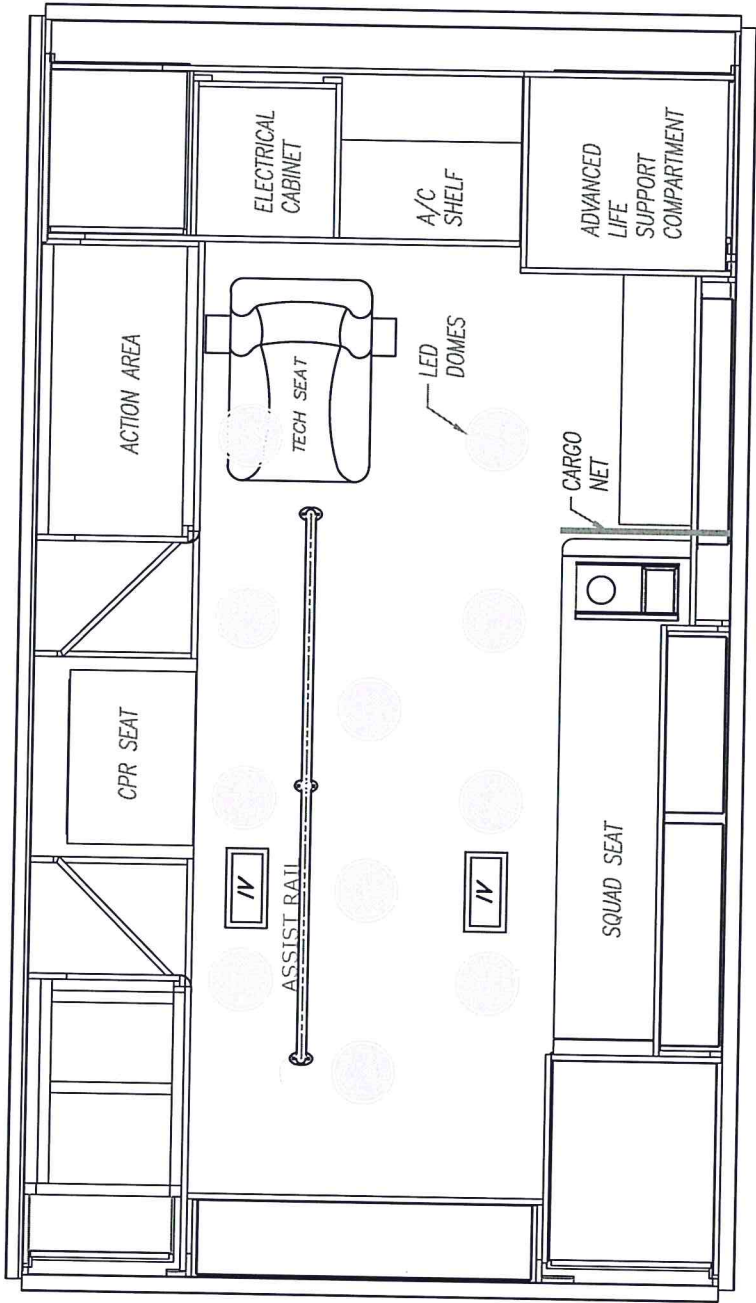
M2 170" TYPE I FORD F-450 189" WHEELBASE		 3008 MOBILE DRIVE ELKHART, IN 46514 PH: 574-266-0911 SPECIALTY VEHICLES, INC. FAX: 574-266-6669 "LET US SHOW YOU THE MEDIX DIFFERENCE" WWW.MEDIXAMBULANCE.COM	
DESCRIPTION: PATIENT AREA PLAN			
DRAWN BY:	D.EDWARDS	DATE CREATED:	8/18/15
REVISD BY:	D.EDWARDS	DATE REVISED:	8/19/15
		SCALE:	1/2"=1'
		REVISION:	A
Note: Drawings are for reference only, measurements may vary from actual product.			



M2 170" TYPE I			
FORD F-450 189" WHEELBASE			
DESCRIPTION:			
DRAWN BY:	DATE CREATED:	SCALE:	1/2"=1'
D.EDWARDS	8/18/15	DATE REVISED:	REVISION:
D.EDWARDS	8/19/15	A	

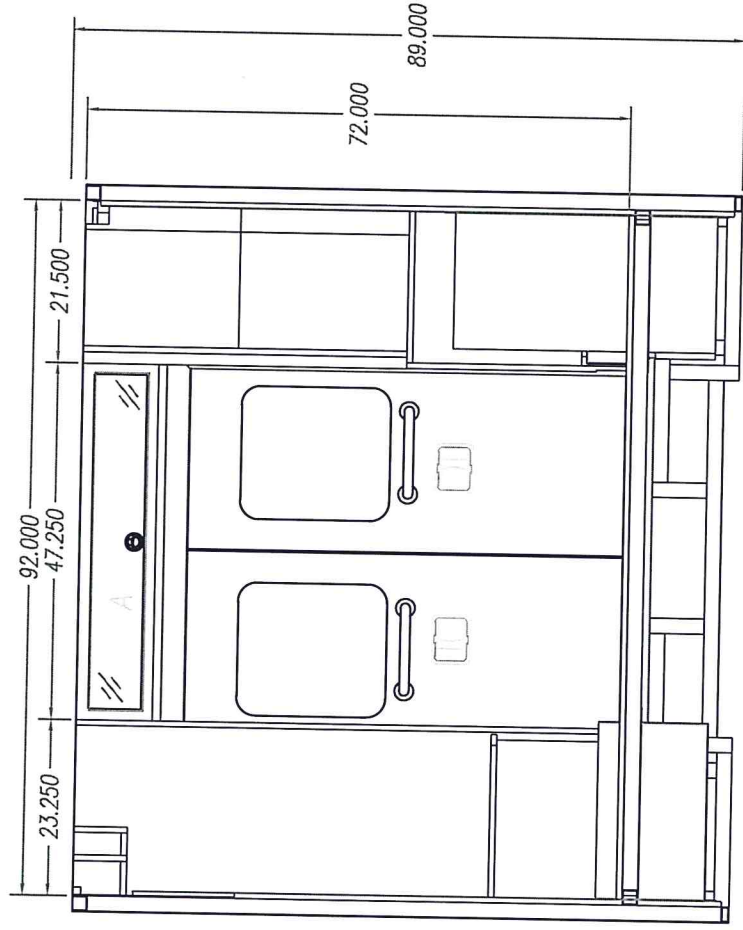
3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
SPECIALTY VEHICLES, INC. FAX: 574-266-6669
"LET US SHOW YOU THE MEDIX DIFFERENCE"
WWW.MEDIXAMBULANCE.COM

Note: Drawings are for reference only, measurements may vary from actual product.



M2 170" TYPE I FORD F-450 189" WHEELBASE		 3008 MOBILE DRIVE ELKHART, IN 46514 PH: 574-266-0911 SPECIALTY VEHICLES, INC. FAX: 574-266-6669 "LET US SHOW YOU THE MEDIX DIFFERENCE" WWW.MEDIXAMBULANCE.COM	
DESCRIPTION:			
DRAWN BY: D.EDWARDS	DATE CREATED: 8/18/15	SCALE: 1/2"=1'	REVISION: A
REVISED BY: D.EDWARDS	DATE REVISED: 8/19/15		
Note: Drawings are for reference only, measurements may vary from actual product.			

Dealer: SWAS	Approved By:	Date:	Customer: WESLACO	15-MBID	Sheet I
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INTERIOR CABINET STORAGE
ITEM HEIGHT WIDTH DEPTH

SPECIAL NOTE

DESCRIPTION:		M2 170" TYPE I	
FORD F-450 189" WHEELBASE		REAR ELEVATION	
DRAWN BY:	D. EDWARDS	DATE CREATED:	8/18/15
REVISD BY:	D. EDWARDS	DATE REVISED:	8/19/15
Note: Drawings are for reference only, measurements may vary from actual product.		SCALE:	1/2"=1'
		REVISION:	A

MEDIX
SPECIALTY VEHICLES, INC.

3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669

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WWW.MEDIXAMBULANCE.COM



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-657	
From:			
Subject: Discussion and consideration to accept the proposal for financing of 2017 Ferrara Fire Rescue/Pumper Truck from Frost Bank Leasing and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: In November, the purchase of a 2017 Ferrara fire truck was approved. Two proposals for financing were received with terms of ten annual payments. The most advantageous to the City is the proposal from Frost Bank for ten annual payments of \$76,882.74 each, with interest at 2.68% fixed.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends acceptance of the proposal from Frost Leasing.			
Attachments, if any: Proposals-Fire Truck Lease			
Responsibilities upon Approval:			



Frost Leasing

100 West Houston Street, San Antonio, TX 78205
Ph: 210-220-6850 Fax: 210-220-6765

November 10, 2016

Homer Rhodes
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

Via email: hrrhodes@weslacotx.gov

Frost Leasing is pleased to offer the following lease proposal. Subject to the receipt of the required financial information, equipment detail, and credit approval, an equipment lease financing agreement may be structured in accordance with the terms and conditions set forth in the proposal(s) below

Lessor: Frost Leasing

Lessee: City of Weslaco, Texas ("Municipality")

PERSONAL PROPERTY: Equipment Financing Agreement ("Agreement") is to include new personal property acceptable to LESSOR with a total amount of \$670,000.00. The equipment is generally described as a new 2017 Ferrara Fire Rescue/Pumper Truck.

AGREEMENT FUNDING: The Agreement will commence on or about December, 2016 to fund to an Acquisition Fund (Escrow) account.

PAYMENT SCHEDULE: The Municipality will make ten (10) consecutive annual payments with the first payment due 9 months from lease commencement in September 2017.

PAYMENT AMOUNT: \$76,882.74, 2.68% Fixed Rate, see Rate Adjustment

RATE ADJUSTMENT: If funding has not occurred within 30 days from the date of this proposal, the rate at closing will be adjusted according to changes in the Federal Home Loan Bank Secure Connect Bullet Rates, which can be found at www.fhlb.com under Interest Rates and choosing the Advance Rates. The specific index is the 10yr/10yr Secure Connect Amortizing Rate which today is equal to 2.23%.

Also, rate assumes Municipality is Bank Qualified. If not, the rate will be adjusted.

AT TERMINATION: No additional purchase price will be assessed upon termination of original Agreement period.

FEES:	<i>A fee equal to \$750 will be added to the invoice for the first payment to cover origination expenses.</i>
TAXES:	<i>This is a net financing proposal whereby maintenance, property tax and sales tax will be for Lessee's account and obligation.</i>
INSURANCE:	<i>LESSEE will be required to carry, at its expense, all risk insurance in an amount equal to the lessor's stipulated loss value and liability insurance in an amount acceptable to Lessor.</i> <i>Certificate(s) of insurance shall reflect Lessor as an additional named insured and loss payee, and shall be with companies and contain endorsements and amounts acceptable to Lessor.</i>
ATTORNEY'S OPINION:	<i>LESSEE shall provide lessor with an attorney's opinion that financing of the equipment conforms with applicable State of Texas laws and that all documentation required is satisfactory to Lessor. All legal expense incurred to conform documents to the satisfaction of the Municipality, their Counsel, and the Lessor will be borne by the Municipality.</i>
COURTMEETING MINUTES:	<i>Lessee shall provide Lessor with a duly executed copy, with original signatures, of the Court Meeting Minutes authorizing this financing by unanimous approval.</i>
WARRANTIES:	<i>Lessor is not a manufacturer of, or dealer in, the equipment selected; and in that regard: Lessee acknowledges the equipment is of a size, design, capacity and manufacture selected by Lessee. Lessor does not inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor will, however, take any steps reasonably within its power to make available to Lessee any manufacturers or similar warranty applicable to the equipment. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.</i>
FINANCIAL STATEMENTS:	<i>Lessee will provide annual financial statements, including operating figures, during the life of the lease.</i>
DOCUMENTATION:	<i>All documentation must be satisfactory to all parties concerned and will include a non-appropriations clause.</i>
EXPIRATION OF BID:	<i>If not accepted, this bid will expire in thirty (30) days of the date of this bid.</i>

SUMMARY:

This bid in its present form does not represent a commitment to finance by Frost Leasing, and is not binding on either the Lessee or Lessor. It is subject to and contingent upon Lessee's approval of these conditions and Lessor's approval of the pricing and Lessee's credit and equipment

Municipal Advisor Disclosure. *The information and materials contained or referenced herein have been prepared by Frost Bank solely for informational purposes. Neither Frost Bank, nor its affiliates, nor any of their representatives (collectively, "Frost") are recommending any action to you. Frost is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Frost is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Frost Bank.*

Frost Leasing appreciates the opportunity to present this bid for your consideration.

By:

A handwritten signature in black ink, appearing to read "Scott Anderson", with a stylized flourish at the end.

Scott Anderson, Vice President

c: Rick Ramirez, Frost Bank



Baystone Government Finance

November 3, 2016

FORMAL PROPOSAL

OBLIGOR: CITY OF WESLACO, TEXAS

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the ten (10) year term.

EQUIPMENT: 2017 FIRE TRUCK

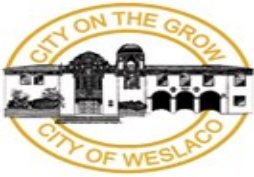
OPTION 1

Acquisition Cost:	\$670,000.00	Term:	Ten (10) years	First Payment Due:	One Year from Close
Down Payment:	\$0.00	Payment Mode:	Annual in Arrears	Payment Amount:	\$78,344.15
Trade In:	\$0.00	Interest Rate:	2.950%		
Principal Balance:	\$670,000.00	Rate Factor:	0.116932		

- * **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before December 3, 2016. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- * FORMAL PROPOSAL IS BASED UPON THE OBLIGOR ENTERING INTO A FIRM TERM FINANCING OBLIGATION, NOT SUBJECT TO ANNUAL APPROPRIATIONS.
- * **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934**

BAYSTONE GOVERNMENT FINANCE	CITY OF WESLACO, TEXAS
	Signature:
	Typed Name & Title
	Date:

1680 Charles Place Manhattan, KS 66502
Ph: 800.752.3562; Fax: 785.537.4806
cummel@ksstate.bank
www.baystone.net



CITY OF WESLACO
Waterworks Collection and Distribution Materials
Specifications / Bid Opening October 28, 2016

Ferguson Waterworks
Frank Guerra
1900 West Exp 83
Mission Tx, 78572
956-584-8199
956-584-7487
Frank.guerra@furguson.com

phone
fax

Bid 2016-17-04
AQUAWORKS PIPE & SUPPLY
Ernie Ortega
2907 N. Central Ave.
Brownsville, Texas 78526
956.831.2500
956.831.2525
ernie.ortega@aquaworkspipe.com

Phone
Fax

HD SUPPLY WATERWORKS
Juan Guerrero
100 N. 1st Street
McAllen, Texas /8501
956.631.3341
956.687.5918
juan.guerrero@hdsupply.com

Phone
Fax

Part A: Full Circle Clamps & Couplings

Item No.	Qty	Product Description		Unit Price	Item Total
1	80	2X7 1/2 FCC 2.35-2.63 O.D.	stainless steel	30.09	2,407.20
2	80	2X12 1/2 FCC 2.35-2.63 O.D.	stainless steel	46.43	3,714.40
3	80	3 x 7 1/2 3.73-4.00 FCC Clamp	stainless steel	32.69	2,615.20
4	80	3 x 12 1/2 3.73-4.00 FCC Clamp	stainless steel	53.56	4,284.80
5	80	4X7 1/2 FCC 4.45-4.73 O.D.	stainless steel	37.06	2,964.80
6	80	4X7 1/2 FCC 4.74-5.14 O.D.	stainless steel	37.06	2,964.80
7	80	4X7 1/2 FCC 4.95-5.35 O.D.	stainless steel	37.06	2,964.80
8	80	6X7 1/2 FCC 6.84-7.24 O.D.	stainless steel	41.89	3,351.20
9	80	6X7 1/2 FCC 7.05-7.45 O.D.	stainless steel	41.89	3,351.20
10	80	6X12 1/20FCC 7.05-7.45 O.D.	stainless steel	67.59	5,407.20
11	80	6X12 1/20FCC 7.45-7.85 O.D.	stainless steel	67.59	5,407.20
12	80	6X30 FCC 6.84-7.24 O.D.	stainless steel	15.00	1,200.00
13	80	6X30 FCC 7.45-7.85 O.D.	stainless steel	15.00	1,200.00
14	80	6X20 FCC 6.84-7.24 O.D.	stainless steel	112.00	8,960.00
15	80	8X7 1/2 FCC 8.99-9.39 O.D.	stainless steel	49.34	3,947.20
16	80	8X12 1/2 FCC 8.99-9.39 O.D.	stainless steel	81.39	6,511.20
17	80	8X7 1/2 FCC 9.27-9.67 O.D.	stainless steel	49.34	3,947.20
18	80	8X20 FCC 8.99-9.39 O.D.	stainless steel	125.00	10,000.00
19	80	8X30 FCC 8.99-9.39 O.D.	stainless steel	179.00	14,320.00

PAGE 1

Part A cont'd: Full Circle Clamps & Couplings

Item No.	Qty	Product Description		Unit Price	
20	80	8X30 FCC 9.27-9.67 O.D.	stainless steel	179.00	14,320.00
21	80	8X20 FCC 9.27-9.67 O.D.	stainless steel	125.00	10,000.00
22	80	12X12 1/2 FCC 13.10-13.50 O.D.	stainless steel	112.64	9,011.20
23	80	12X20 FCC 13.10-13.50 O.D.	stainless steel	170.00	13,600.00
24	80	12X20 FCC 14.10-14.40 O.D.	stainless steel	185.00	14,800.00
25	80	6" Quantum or equal		106.00	8,480.00
26	80	8" Quantum or equal		123.00	9,840.00
27	80	12 Quantum AC-PVC / DR18		203.00	16,240.00
28	25	3/4 X 3 Leak Repair Clamp. 1.05 O.D.		5.45	136.25
29	25	1 x 3 Leak Repair Clamp		5.95	148.75
30	25	1 1/4 X 3 Leak Repair Clamp. 1.66 O.D.		6.15	153.75
31	25	2 X 3 Leak Repair Clamp 2.37 O.D.		7.20	180.00
32	80	3/4"-3 Part Union CTS Comp. X CTS Comp.		11.26	900.80
33	80	1" 3 Part Union CTS Comp. X CTS Comp.		12.29	983.20
34	80	6X12 1/2 FCC 6.84-7.24 O.D.		67.00	5,360.00
35	80	8X12 1/2 FCC 9.27-9.67 O.D.		80.00	6,400.00
36	80	1"X3/3X13.5 U Branch CTS x MIPT		55.00	4,400.00
37	80	1"X5/8X3/4 CTS Comp.X MN Angle Stop		30.99	2,479.20
38	80	12X20 FFC 14.10-14.40	stainless steel	185.00	14,800.00
39	80	10X12 1/2 FCC O.D. 11.04-11.44	stainless steel	102.81	8,224.80
40	80	10X20 FCC O.D. 11.04-11.44	stainless steel	160.00	12,800.00
41	80	8X20 FCC O.D. 9.40-9.50	stainless steel	130.00	10,400.00
42	80	8X12 1/2 FCC O.D. 9.27-9.67	stainless steel	75.00	6,000.00
43	80	6X12 1/2 FCC O.D. 6.84-7.24	stainless steel	70.15	5,612.00
44	80	6X20 FCC O.D. 6.84-7.24	stainless steel	115.00	9,200.00
45	80	6 X 20 FCC 7.05 - 7.45	stainless steel	115.00	9,200.00

PAGE 2

Part A cont'd: Full Circle Clamps & Couplings

Item No.	Qty	Product Description		Unit Price	
46	8	6 X 20 FCC 7.45 - 7.85	stainless steel	115.00	9,200.00
47	8	16 x 20 double band f.c.c for C900 17.15 17.90		307.83	2,462.64
48	8	16 x 20 triple band f.c.c for A/C 18.00/19.20		416.35	3,330.80
49	8	18x20 triple band f.c.c for C/I & C900 19.50/20.70		416.35	3,330.80
50	8	1 1/4 Dresser Coupler (Smith Blair)		23.45	187.60
51	8	1 1/2 Dresser Coupler (Smith Blair)		28.00	224.00
52	80	1" Dresser Coupler (Smith Blair)#411-105		21.25	1,700.00
53	80	.75 Dresser Couplers 411-105		20.55	1,644.00
54	80	2" Dresser Couplers 411-105		30.60	2,448.00
55	40	ALPHA Restrained Joint 4" 4.50-4.90		199.00	7,960.00
56	40	ALPHA Restrained Joint 6" 6.60-7.00		259.00	10,360.00
57	40	ALPHA Restrained Joint 8" 8.60-9.10		290.00	11,600.00
58	40	ALPHA Restrained Joint 10" 10.75-11.20		375.00	15,000.00
59	40	ALPHA Restrained Joint 12" 12.75-13.30		440.00	17,600.00
60	40	ALPHA XL Restrained Joint 4" 4.80-5.10		200.00	8,000.00
61	40	ALPHA XL Restrained Joint 6" 6.90-7.20		265.00	10,600.00
62	40	ALPHA XL Restrained Joint 8" 9.05-9.40		275.00	11,000.00
63	40	ALPHA XL Restrained Joint 10" 11.10-11.45		355.00	14,200.00
64	40	ALPHA XL Restrained Joint 12" 13.20-13.60		420.00	16,800.00
65	40	ALPHA Restrained End CAP 4" 4.50-4.90		120.00	4,800.00
66	40	ALPHA Restrained End CAP 6" 6.60-7.00		150.00	6,000.00
67	40	ALPHA Restrained End CAP 8" 8.60-9.10		210.00	8,400.00
68	40	ALPHA Restrained End CAP 10" 10.75-11.20		330.00	13,200.00
69	40	ALPHA Restrained End CAP 12" 12.75-13.30		370.00	14,800.00
70	40	ALPHA XL Restrained End CAP 4" 4.80-5.10		125.00	5,000.00
71	40	ALPHA XL Restrained END CAP 6" 6.90-7.20		160.00	6,400.00
72	40	ALPHA XL Restrained End Cap 8" 9.05-9.40		220.00	8,800.00
73	40	ALPHA XL Restrained End Cap 10" 11.10-11.45		350.00	14,000.00
74	40	ALPHA XL Restrained End Cap 12" 13.20-13.60		390.00	15,600.00
75	200	Patch Clamp 1/2 inch		5.32	1,064.00
76	200	Patch Clamp 3/4 inch		4.60	920.00
77	200	Patch Clamp 1" inch		4.94	988.00
78	200	Patch Clamp 1 1/4" inch		9.40	1,880.00
79	200	Patch Clamp 1 1/2 " inch		5.36	1,072.00
80	200	Patch Clamp 2" Inch		5.94	1,188.00
81	8	16" Quantum AC-PVC / DR18		5.99	47.92
82	30	JCM Service Saddles 4x1 AC	stainless steel	32.38	971.40
83	30	JCM Service Saddle 6x1 AC	stainless steel	42.51	1,275.30
84	30	JCM Service Saddle 6x1 C-900	stainless steel	25.50	765.00
85	30	JCM Service Saddle 8x1 AC	stainless steel	30.49	914.70

Sub Total: \$ 538,922.51

Unit Price	Item Total
36.54	2,923.20
48.50	3,880.00
34.45	2,756.00
55.79	4,463.20
38.92	3,113.60
38.92	3,113.60
38.92	3,113.60
43.85	3,508.00
43.85	3,508.00
70.14	5,611.20
70.14	5,611.20
169.25	13,540.00
169.25	13,540.00
116.97	9,357.60
52.58	4,206.40
84.25	6,740.00
51.47	4,117.60
134.76	10,780.80
189.70	15,176.00

Unit Price	
189.70	15,176.00
134.76	10,780.80
120.43	9,634.40
198.34	15,867.20
195.83	15,666.40
185.77	14,861.60
221.00	17,680.00
332.95	26,636.00
17.56	439.00
18.48	462.00
19.05	476.25
21.26	531.50
12.77	1,021.60
12.77	1,021.60
71.73	5,738.40
82.44	6,595.20
48.32	3,865.60
26.27	2,101.60
195.83	15,666.40
105.12	8,409.60
174.25	13,940.00
133.87	10,709.60
82.44	6,595.20
71.73	5,738.40
115.05	9,204.00
116.17	9,293.60

Unit Price	
116.17	9,293.60
388.40	3,107.20
425.71	3,405.68
425.71	3,405.68
21.56	172.48
25.74	205.92
15.91	1,272.80
19.90	1,592.00
29.17	2,333.60
183.15	7,326.00
248.40	9,936.00
282.04	11,281.60
329.94	13,197.60
407.12	16,284.80
187.36	7,494.40
258.49	10,339.60
293.68	11,747.20
343.28	13,731.20
423.55	16,942.00
108.82	4,352.80
150.08	6,003.20
205.97	8,238.80
296.71	11,868.40
348.78	13,951.20
110.22	4,408.80
156.54	6,261.60
214.50	8,580.00
308.64	12,345.60
361.74	14,469.60
17.56	3,512.00
17.56	3,512.00
18.66	3,732.00
19.24	3,848.00
21.46	4,292.00
21.46	4,292.00
985.44	7,883.52
54.26	1,627.80
60.92	1,827.60
60.92	1,827.60
68.50	2,055.00

Sub Total: \$ 619,130.83

Unit Price	Item Total
38.23	3,058.40
67.85	5,428.00
46.53	3,722.40
77.55	6,204.00
49.89	3,991.20
51.63	4,130.40
52.18	4,174.40
60.93	4,874.40
61.85	4,948.00
99.06	7,924.80
101.88	8,150.40
239.17	19,133.60
244.17	19,533.60
164.13	13,130.40
72.90	5,832.00
116.74	9,339.20
74.51	5,960.80
192.71	15,416.80
271.23	21,698.40

Unit Price	
280.38	22,430.40
199.83	15,986.40
161.07	12,885.60
264.35	21,148.00
275.67	22,053.60
103.80	8,304.00
121.11	9,688.80
199.05	15,924.00
5.01	125.25
5.48	137.00
5.63	140.75
6.61	165.25
12.58	1,006.40
14.38	1,150.40
97.47	7,797.60
119.30	9,544.00
55.90	4,472.00
30.31	2,424.80
275.67	22,053.60
137.82	11,025.60
232.22	18,577.60
199.83	15,986.40
119.30	9,544.00
97.47	7,797.60
164.13	13,130.40
167.12	13,369.60

Unit Price	
172.11	13,768.80
564.06	4,512.48
825.97	6,607.76
834.67	6,677.36
21.56	172.48
25.74	205.92
20.58	1,646.40
19.90	1,592.00
29.17	2,333.60
198.63	7,945.20
257.68	10,307.20
292.58	11,703.20
378.47	15,138.80
445.58	17,823.20
206.95	8,278.00
268.15	10,726.00
304.65	12,186.00
393.77	15,750.80
463.56	18,542.40
121.33	4,853.20
155.68	6,227.20
213.66	8,546.40
340.36	13,614.40
380.62	15,224.80
126.42	5,056.80
222.53	8,901.20
354.04	14,161.60
395.92	15,836.80
4.59	918.00
4.69	938.00
5.20	1,040.00
5.41	1,082.00
5.61	1,122.00
6.22	1,244.00
402.09	3,216.72
66.33	1,989.90
71.43	2,142.90
71.43	2,142.90
73.47	2,204.10

Sub Total: \$ 716,396.77

Part B: Brz. Meter Service Connections

Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price	
1	80	3/4 X 2 1/2 Cast Brz Meter Cplg N/L	5.60	448.00	6.30	504.00	4.71	376.80
2	80	1 X 2 5/8 Cast Brz Meter Cplg N/L	8.61	688.80	6.30	504.00	7.75	620.00
3	80	3/4 part Cplg Flare X Flare N/L	10.00	800.00	10.28	822.40	11.61	928.80
4	80	3/4 Corporation Stop Mip X Flare N/L	18.79	1,503.20	18.65	1,492.00	20.94	1,675.20
5	80	3/4 Corporation Stop Mip X CTS Comp. N/L	20.15	1,612.00	28.47	2,277.60	22.42	1,793.60
6	80	1 Corporation Stop Mip X Flare N/L	28.69	2,295.20	28.47	2,277.60	31.85	2,548.00
7	80	1" Corporation Stop Mip x CTS Comp. N/L	30.52	2,441.60	31.15	2,492.00	33.90	2,712.00
8	80	2 Ball Corp. Stop Mipt X Fipt w/ 2" Tee Head N/L	155.51	12,440.80	159.85	12,788.00	152.94	12,235.20
9	80	3/4 Angle Meter Stop FIPT X MN w/ LW N/L	17.86	1,428.80	18.23	1,458.40	21.33	1,706.40
10	80	3/4 Angle Meter Stop CF X MN w/ LW N/L	22.48	1,798.40	22.94	1,835.20	25.58	2,046.40
11	80	2 Angle Meter Stop FIPT X MF w/LW N/L	138.50	11,080.00	132.79	10,623.20	144.39	11,551.20
12	80	2 X 3/4 IPT Brz S/S Saddle F/PVC Class Pipe	12.64	1,011.20	12.90	1,032.00	14.05	1,124.00
13	80	2 X 1 IPT Brz S/S Saddle F/PVC Class Pipe	12.64	1,011.20	12.90	1,032.00	14.05	1,124.00
14	80	4 X 3/4 IPT Brz S/S Saddle F/C-900	21.45	1,716.00	21.89	1,751.20	23.84	1,907.20
15	80	4 X 2 IPT Brz S/S Saddle F/C-900	53.65	4,292.00	54.76	4,380.80	25.63	2,050.40
16	80	4 X 1 IPT Brz S/S Saddle F/C-900	21.91	1,752.80	22.36	1,788.80	23.84	1,907.20

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Part B: Brz. Meter Service Connections

Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price	
17	80	4 X 3/4 IPT Brz D/S Strap Saddle F/AC & CI	56.01	4,480.80	57.16	4,572.80	61.58	4,926.40
18	80	4 X 1 IPT Single Strap Saddle AC & CI	30.86	2,468.80	31.50	2,520.00	33.95	2,716.00
19	80	6 X 1 IPT Brz S/S Saddle F/C-900	29.29	2,343.20	33.49	2,679.20	32.56	2,604.80
20	80	6 X 2 IPT Brz S/S Saddle F/PVC Class Pipe	55.27	4,421.60	63.20	5,056.00	61.43	4,914.40
21	80	6 X 1 IPT Brz Single Strap Saddle AC & CI	37.57	3,005.60	42.96	3,436.80	41.30	3,304.00
22	80	8 x 3/4 IPT Brz S/S Saddle F/C-900	41.01	3,280.80	46.89	3,751.20	52.65	4,212.00
23	80	8 x 1 IPT Brz Dbl Strap Saddle AC & CI	81.65	6,532.00	93.36	7,468.80	89.77	7,181.60
24	80	8 X 2 IPT Brz Dbl Strap Saddle	93.58	7,486.40	107.00	8,560.00	102.36	8,188.80
25	80	12 X 3/4 IPT Brz Dbl Saddle F/ AC & DI	118.38	9,470.40	120.82	9,665.60	129.49	10,359.20
26	80	12 X 1 IPT Brz Dbl Saddle F/AC & DI	118.38	9,470.40	120.82	9,665.60	129.49	10,359.20
27	80	12 X 2 IPT Brz Dbl Saddle F/ AC & DI	135.94	10,875.20	138.74	11,099.20	148.69	11,895.20
28	80	12 X 3/4 IPT S/S Saddle F/ C-900	119.38	9,550.40	121.83	9,746.40	132.00	10,560.00
29	80	12 X 1 IPT S/S Saddle F/ C-900	119.38	9,550.40	121.83	9,746.40	132.00	10,560.00
30	80	12 X 2 IPT S/S Saddle F/ C-900	119.38	9,550.40	121.83	9,746.40	132.67	10,613.60
31	80	1" Angle Stop CF X MN w/LW N/L	29.50	2,360.00	34.14	2,731.20	34.87	2,789.60
32	80	3/4 Angle Stop CTS Comp X MN w/LW N/L	23.96	1,916.80	34.14	2,731.20	27.28	2,182.40
33	80	8" X 1" IPT S/S Saddle F/C-900	41.01	3,280.80	41.85	3,348.00	45.57	3,645.60
34	80	4X3/4 IPT S/S Saddle F/PVC Class pipe	21.45	1,716.00	21.92	1,753.60	21.82	1,745.60
35	80	4X2" IPT S/S Saddle F/PVC Class Pipe	48.93	3,914.40	55.36	4,428.80	46.99	3,759.20
36	80	4X1 IPT S/S Saddle F/PVC Class Pipe	21.91	1,752.80	21.92	1,753.60	21.82	1,745.60
37	80	2"Brass Thread 90 Degrees N/L	14.60	1,168.00	14.60	1,168.00	35.18	2,814.40
38	80	2"Brass Thread Couplers N/L	12.59	1,007.20	12.59	1,007.20	36.21	2,896.80
39	80	2" Brass Thread 45 Degrees N/L	16.08	1,286.40	16.08	1,286.40	48.97	3,917.60
40	80	2" Corporation Stop Mip X Mip Thread Tee head N/L	129.85	10,388.00	144.88	11,590.40	152.17	12,173.60
41	80	3/4" Angle Stop CTS Comp X MN w/LW N/L	23.96	1,916.80	34.14	2,731.20	27.28	2,182.40
42	80	1" Angle Stop Comp w/Locking wing N/L	32.82	2,625.60	36.61	2,928.80	37.14	2,971.20
43	80	3/4 c.f. x m.n. curb stop w/ lock wing	22.48	1,798.40	40.17	3,213.60	29.01	2,320.80
44	80	1 x 3/4 Brz Bushing N/L	2.37	189.60	2.35	188.00	6.13	490.40
45	80	2 x 4 Std Brz Nipple N/L	9.61	768.80	10.27	821.60	11.14	891.20
PAGE 4			0		0		0	
Part B: Brz. Meter Service Connections						0.00		0.00
						0		0
Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price	
46	80	2 x ci Std Brz Nipple N/L	5.90	472.00	6.30	504.00	6.38	510.40
47	80	2 x 6 Std Brz Nipple N/L	14.19	1,135.20	15.16	1,212.80	16.45	1,316.00
48	80	2 x 12 Std Brz Nipple N/L	27.95	2,236.00	29.86	2,388.80	30.26	2,420.80
49	80	6 X 2 Tapping Saddle dhl strap A/C	82.87	6,629.60	90.46	7,236.80	91.55	7,324.00
50	80	1" c.f. x m.n. curb stop w/ lock wing	59.00	4,720.00	62.45	4,996.00	48.96	3,916.80
51	80	3/4" Straight Cut Off Fip X Fip W/Lockwing N/L	21.06	1,684.80	24.36	1,948.80	36.88	2,950.40
52	80	1" Straight Cut Off Mip X Fip W/Lockwing N/L	50.33	4,026.40	57.69	4,615.20	57.69	4,61

Part C: Gate Valves Hydrants & Valve Boxes

Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price	
1	80	2" IB R/W Threaded Gate Valve	198.32	15,865.60	210.11	16,808.80	196.82	15,745.60
2	80	4 MJ Gate Valve R/W less accy	324.86	25,988.80	344.19	27,535.20	309.61	24,768.80
3	80	6 MJ Gate Valve R/W less accy	414.77	33,181.60	459.92	36,793.60	401.00	32,080.00
4	80	8 MJ Gate Valve R/W less accy	660.08	52,806.40	732.51	58,600.80	638.16	51,052.80
5	60	6 MJ x Flg. Gate Valve R/W less accy	414.77	24,886.20	459.92	27,595.20	401.00	24,060.00
6	50	8 MJ x Flg. Gate Valve R/W less accy	647.87	32,393.50	686.03	34,301.50	626.36	31,318.00
7	100	18-24 Valve Boxes w/lids	28.50	2,850.00	28.60	2,860.00	20.59	2,059.00
8	100	Valve Box Spacer 2"	9.00	900.00	8.70	870.00	7.37	737.00
9	100	Valve Box Spacer 4"	13.05	1,305.00	13.04	1,304.00	11.26	1,126.00
10	100	Valve Box Spacer 6"	15.20	1,520.00	15.20	1,520.00	22.63	2,263.00
11	50	4" Bury Fire Hydrant w/6 Aquagrip shoe F/DIP	2,036.85	101,842.50	1,904.49	95,224.50	2,142.86	107,143.00
12	50	5" Bury Fire Hydrant w/6" Aquagrip shoe F/DIP	2,126.97	106,348.50	1,985.82	99,291.00	2,294.31	114,715.50
13	50	6" super centurion A423 5 1/4 Mueller F.H. ext.	250.00	12,500.00	208.14	10,407.00	202.86	10,143.00
14	50	12" super centurion A423 5 1/4 Mueller F.H. ext.	285.00	14,250.00	245.98	12,299.00	239.75	11,987.50
15	50	18" super centurion A423 5 1/4 Mueller F.H. ext.	320.00	16,000.00	279.09	13,954.50	272.02	13,601.00
16	50	24" super centurion A423 5 1/4 Mueller F.H. ext.	371.45	18,572.50	331.81	16,590.50	307.37	15,368.50
17	50	36" super centurion A423 5 1/4 Mueller F.H. ext.	585.00	29,250.00	522.61	26,130.50	349.47	17,473.50
18	50	MJ Fitting for 4" PVC Pipes 90° L/Accy	24.79	1,239.50	25.69	1,284.50	24.16	1,208.00
19	50	MJ Fitting for 6" PVC Pipes 90° L/Accy	40.54	2,027.00	46.90	2,345.00	39.51	1,975.50
20	50	MJ Fitting for 8" PVC Pipes 90° L/Accy	58.96	2,948.00	68.22	3,411.00	57.47	2,873.50
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Part C: Gate Valves Hydrants & Valve Boxes

Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price	
21	20	MJ Fitting for 10" PVC Pipes 90° L/Accy	93.80	1,876.00	91.14	1,822.80	91.43	1,828.60
22	20	MJ Fitting for 12" PVC Pipes 90° L/Accy	126.30	2,526.00	130.89	2,617.80	123.10	2,462.00
23	30	MJ Fitting for 4" PVC Pipes 45° L/Accy	20.44	613.20	21.18	635.40	19.92	597.60
24	50	MJ Fitting for 6" PVC Pipes 45° L/Accy	32.83	1,641.50	37.98	1,899.00	32.00	1,600.00
25	50	MJ Fitting for 8" PVC Pipes 45° L/Accy	47.91	2,395.50	55.43	2,771.50	46.69	2,334.50
26	20	MJ Fitting for 10" PVC Pipes 45° L/Accy	70.02	1,400.40	68.03	1,360.60	68.24	1,364.80
27	20	MJ Fitting for 12" PVC Pipes 45° L/Accy	104.52	2,090.40	108.33	2,166.60	101.88	2,037.60
28	20	MJ Fitting for 4" PVC Pipes Tee's L/Accy	32.50	650.00	33.68	673.60	31.67	633.40
29	70	MJ Fitting for 6" PVC Pipes Tee's L/Accy	58.63	4,104.10	67.83	4,748.10	57.14	3,999.80
30	70	MJ Fitting for 8" PVC Pipes Tee's L/Accy	88.11	6,167.70	101.94	7,135.80	85.88	6,011.60
31	70	MJ Fitting for 10" PVC Pipes Tee's L/Accy	125.96	8,817.20	122.39	8,567.30	122.78	8,594.60
32	30	MJ Fitting for 12" PVC Pipes Tee's L/Accy	175.88	5,276.40	182.28	5,468.40	171.43	5,142.90
33	5	Hose Monster 2.5" NST Flusher	1,000.00	5,000.00	1,158.00	5,790.00	1,058.82	5,294.10
34	100	Weather Tough Padlocks Keyed Alike	28.80	2,880.00	10.11	1,011.00	31.18	3,118.00
35	20	Kupferles Eclipse 9700 automatic flusher	1,765.26	35,305.20	1,515.27	30,305.40	1,479.45	29,589.00
36	5	Hose Monster 4" to 4.5" Flusher	1,110.00	5,550.00	1,412.50	7,062.50	1,235.29	6,176.45

37	10	Hydrant Flow and Pressure Testing kits/gauges	749.95	7,499.50	362.43	3,624.30	823.12	8,231.20
38	20	Reed Service line Shears	156.76	3,135.20	19.58	391.60	103.09	2,061.80
39	50	Safly flange repair kit For Mueller FH	146.60	7,330.00	192.37	9,618.50	119.63	5,981.50
40	5	18" MJ Gate Valve R/W less accy	6,881.04	34,405.20	7,815.81	39,079.05	9,105.65	45,528.25
41	5	20" MJ Gate Valve R/W Less accy	8,264.17	41,320.85	9,497.29	47,486.45	18,328.61	91,643.05
42	5	16" MJ Gate Valve R/W Less accy	4,203.89	21,019.45	4,767.54	23,837.70	5,562.99	27,814.95
43	5	16x8 MJ X MJ tee	262.68	1,313.40	308.45	1,542.25	259.92	1,299.60
44	5	16x12 MJ x MJ Tee	314.16	1,570.80	318.73	1,593.65	310.86	1,554.30
45	5	12x8 MJ x MJ Tee	135.30	676.50	139.81	699.05	133.88	669.40
46	5	12x6 MJ x MJ Tee	118.93	594.65	121.06	605.30	115.92	579.60
47	5	12x8 MJ x Flange Tee	171.93	859.65	177.66	888.30	170.12	850.60
48	5	12x6 MJ x Flange Tee	154.77	773.85	137.56	687.80	153.14	765.70
49	20	8x8 MJ x MJ Tee	88.11	1,762.20	101.94	2,038.80	85.88	1,717.60
50	20	6x6 MjxMJ Tee	58.63	1,172.60	67.83	1,356.60	57.14	1,142.80
51	20	4x4 MjxMJ Tee	32.50	650.00	33.68	673.60	31.67	633.40
52	20	8x8 MJ x Flange Tee	104.52	2,090.40	89.68	1,793.60	101.88	2,037.60
53	20	6x6 MJ x Flange Tee	67.67	1,353.40	67.81	1,356.20	65.96	1,319.20
54	20	4x4 Mjx Flange Tee	42.55	851.00	37.59	751.80	41.47	829.40
55	20	8x8 MJ x MJ 45°	47.91	958.20	55.43	1,108.60	46.69	933.80
56	20	6x6 MjxMJ 45°	32.83	656.60	37.98	759.60	32.00	640.00
57	20	4x4 MjxMJ 45°	20.44	408.80	21.18	423.60	19.92	398.40
58	20	8x8 MjxMJ 90°	58.96	1,179.20	68.22	1,364.40	57.47	1,149.40
59	20	6x6 MjxMJ 90°	40.54	810.80	46.90	938.00	39.51	790.20
60	20	4x4 MjxMJ 90°	24.79	495.80	25.69	513.80	24.16	483.20
61	50	3' Bury Fire Hydrant w/6 Aquagrip shoe F/DIP	1,880.00	94,000.00	1,823.00	91,150.00	2,191.67	109,583.50
62	10	2" Telescopic Valve keys "Heavy Duty"	68.92	689.20	217.50	2,175.00	84.93	849.30
Sub Total:			\$ 810,545.95		Sub Total:	\$ 809,619.95	Sub Total:	\$ 871,971.90

Part D: Sewer Items										
Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price		Unit Price	
1	200	24" M/H Rings & ductile Covers San. Sewer W/City LANDSCAPE Logo - Made in USA	229.25	45,850.00	220.87	44,174.00	232.97	46,594.00		
2	200	24" Manhole cover only San. Sewer W/City LANDSCAPE Logo - Made in USA	115.00	23,000.00	136.47	27,294.00	128.77	25,754.00		
3	200	27 x 2 hdpce grade rings	26.83	5,366.00	26.83	5,366.00	25.53	5,106.00		
4	200	Standard 24" Rain Guards for Sewer Manholes	22.50	4,500.00	22.00	4,400.00	30.00	6,000.00		
5	50	Fernco's Clamp for 4"x4" C.I./PVC X Clay	3.41	170.50	3.35	167.50	3.00	150.00		
6	50	Fernco's Clamp for 6"x6" C.I./PVC X Clay	7.28	364.00	7.15	357.50	7.00	350.00		
7	50	Fernco's Clamp for 10 x10 C.I. / PVC x Clay	18.24	912.00	18.22	911.00	18.71	935.50		
8	50	Fernco's Clamp For 12x12 C.I. / PVCx Clay	22.15	1,107.50	22.08	1,104.00	21.82	1,091.00		
9	50	Fernco's Clamp for 8"x8" C.I./PVC X Clay	11.26	563.00	16.88	844.00	10.84	542.00		
10	20	8 x 2 MJ Tapped Cap L/Accy	36.52	730.40	42.25	845.00	42.25	845.00		
11	20	6 x 2 MJ Tapped Cap L/Accy	26.13	522.60	30.23	604.60	30.23	604.60		
12	150	36" Manhole Ring & ductile Covers W/City landscape Logo - Made in USA	265.00	39,750.00	320.00	48,000.00	320.17	48,025.50		
13	150	32" Manhole cover only San. Sewer W/City LANDSCAPE Logo - Made in USA	151.25	22,687.50	181.49	27,223.50	182.67	27,400.50		
PAGE 6			0		0		0			
				0.00			0.00			0.00

Sewer Items										
Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price		Unit Price	
14	30	34 x 2 hdpce grade rings	45.45	1,363.50	43.79	1,313.70	43.79	1,313.70		
15	50	24" pamtight d.i. ring & cover water tight	530.00	26,500.00	509.85	25,492.50	557.69	27,884.50		
16	50	32" pamtight d.i. ring & cover water tight	795.00	39,750.00	574.35	28,717.50	604.99	30,249.50		
17	50	Butyl Mastic sealant 21' roll	7.25	362.50	6.66	333.00	6.49	324.50		
18	10	25' N/O Weighted Float Switch	28.75	287.50	19.34	193.40		173.20		
19	10	40' N/O Weighted Float Switch	36.62	366.20	29.57	295.70	20.31	203.10		
20	10	3" L/W bronze face check valve L/Accy	356.70	3,567.00	534.69	5,346.90	851.46	8,514.60		
21	10	4" L/W bronze face check valve L/Accy	400.08	4,000.80	629.01	6,290.10	1,002.86	10,028.60		
22	10	6" L/W bronze face check valve L/Accy	656.28	6,562.80	862.94	8,629.40	1,348.76	13,487.60		
23	10	8" L/W bronze face check valve L/Accy	1,086.71	10,867.10	1,307.08	13,070.80	2,043.79	20,437.90		
24	10	10" L/W bronze face check valve L/Accy	1,625.99	16,259.90	2,095.63	20,956.30	3,280.62	32,806.20		
25	15	3" C/I threaded companion flanges	12.50	187.50	12.10	181.50	12.22	183.30		
26	15	4" C/I threaded companion flanges	16.50	247.50	16.50	247.50	16.29	244.35		
27	15	6" C/I threaded companion flanges	24.00	360.00	33.00	495.00	21.38	320.70		
28	15	8" C/I threaded companion flanges	37.00	555.00	39.60	594.00	32.08	481.20		
29	10	3" gate valve flg/flg L/Accy	288.23	2,882.30	305.19	3,051.90	286.05	2,860.50		
30	10	4" gate valve flg/flg L/Accy	321.90	3,219.00	341.04	3,410.40	319.46	3,194.60		
31	10	6" gate valve flg/flg L/Accy	430.31	4,303.10	455.90	4,559.00	427.05	4,270.50		
32	10	8"gate valve flg/flg L/Accy	672.66	6,726.60	712.43	7,124.30	667.57	6,675.70		
33	10	10" gate valve flg/flg L/Accy	1,068.56	10,685.60	1,132.12	11,321.20	1,060.47	10,604.70		
34	15	3" flange bolt set 304 w/RRFFG	12.50	187.50	8.31	124.65	6.08	91.20		
35	15	4" flange bolt set 304 w/RRFFG	14.50	217.50	16.07	241.05	12.21	183.15		
36	15	6" flange bolt set 304 w/RRFFG	20.85	312.75	25.50	382.50	19.52	292.80		
37	15	8" flange bolt set 304 w/RRFFG	24.00	360.00	26.46	396.90	21.99	329.85		
38	15	10" flange bolt set 304 w/RRFFG	43.73	655.95	57.03	855.45	54.66	819.90		
39	15	12" flange bolt set 304 w/RRFFG	41.56	623.40	59.28	889.20	55.75	836.25		
40	5	48"x3"x1/2" fiberglass M/H w/32" opening	575.00	2,875.00	578.34	2,891.70	506.05	2,530.25		
41	5	48"x4"x1/2" fiberglass M/H w/32" opening	665.00	3,325.00	684.18	3,420.90	598.66	2,993.30		
42	5	48"x5"x1/2" fiberglass M/H w/32" opening	760.22	3,801.10	782.46	3,912.30	684.65	3,423.25		
43	5	48"x6"x1/2" fiberglass M/H w/32" opening	860.00	4,300.00	884.52	4,422.60	773.96	3,869.80		
44	5	48"x7"x1/2" fiberglass M/H w/32" opening	950.00	4,750.00	990.36	4,951.80	866.57	4,332.85		
45	5	48"x8"x1/2" fiberglass M/H w/32" opening	1,050.00	5,250.00	1,088.64	5,443.20	952.56	4,762.80		
46	4	3" 50' discharge hose with quick connect	51.53	206.12	101.40	405.60	161.21	644.84		
47	4	6" 50' discharge hose with quick connect/Bauer	382.80	1,531.20	188.89	755.56	488.47	1,953.88		
48	2	12" Discharge hose with Bauer connections	2,035.39	4,070.78	1,397.50	2,795.00	2,624.81	5,249.62		
49	4	3" Suction hose with quick Connects	75.57	302.28	193.51	774.04	172.92	691.68		
50	4	6" suction hose with quick connects	481.51	1,926.04	413.08	1,652.32	555.59	2,222.36		
51	2	12" suction hose with Bauer connections	3,056.48	6,112.96	1,482.00	2,964.00	3,734.15	7,468.30		
52	4	4-6" multi Size Muni Ball Inflatable Plug	149.08	596.32	165.00	660.00	203.02	812.08		
53	4	6-8 Multi size Muni Ball Inflatable Plug	214.98	859.92	237.19	948.76	291.84	1,167.36		
54	4	8-10 Multi Size Muni Ball Inflatable Plug	284.57	1,138.28	311.25	1,245.00	382.96	1,531.84		
55	4	10-12 Multi Size Muni Ball Inflatable Plug	916.36	3,665.44	532.50	2,130.00	493.70	1,974.80		
56	4	12-18 Multi Size Muni Ball Inflatable Plug	916.36	3,665.44	1,050.00	4,200.00	1,200.00	4,800.00		
57	4	18-24 Big Mouth Plug	904.89	3,619.56	1,040.63	4,162.52	1,189.29	4,757.16		
58	24	40' Lansas Poly Lift Rope/Inflation Hose	122.75	2,946.00	271.88	6,525.12	98.28	2,358.72		
59	40	24" metal lid raisers for manhole lids	200.00	8,000.00	55.20	2,208.00	23.93	957.20		
60	200	30" clear opeing Sewper Cover Hinged R/C	426.00	85,200.00	415.00	83,000.00	604.40	120,880.00		
61	200	24"Sewper Cover HD Composite Mahole Ring and Cover	326.00	65,200.00	316.25	63,250.00	282.35	56,470.00		
62	600	Red, White, and Blue Inverted marking paint	2.50	1,500.00	3.97	2,382.00	3.36	2,016.00		
63	10	H-TEC Automatic air realese and Vacuum valve, stainless-steel 316 Ti for operating range 0-250 PSI	2,989.00	29,890.00	3,595.80	35,958.00	5,532.00	55,320.00		
64	40	32" metal manhole lid riser	260.87	10,434.80	59.80	2,392.00	228.27	9,130.80		
PAGE 7										

Part D: Sewer Items										
Item No.	Qty	Product Description	Unit Price		Unit Price		Unit Price			
			Sub Total:		\$ 542,100.74		Sub Total:		\$ 549,255.37	
							Sub Total:		\$ 642,529.09	

Part E: PVC Materials/supplies				
Item No.	Qty	Product Description	Unit Price	
1	100	18" PVC c/900 Pipe DR 18	34.53	3,453.00
2	100	16" PVC c/900 Pipe DR 18	28.21	2,821.00
3	100	12" PVC c/900 Pipe DR 18	13.39	1,339.00
4	100	10" PVC DR 18 Pipe	9.50	950.00
5	400	8" PVC c/900 Pipe DR 18	6.23	2,492.00
6	200	6" PVC c/900 Pipe DR 18	3.65	730.00
7	200	4" PVC DR18	1.83	366.00
8	100	3" PVC Sch 40 Pipe	1.36	136.00
9	200	4" PVC Sch 40 Pipe	1.85	370.00
10	200	6" PVC Sch 40 Pipe	3.50	700.00
11	200	2" PVC c/200 Pipe Gasket	0.46	92.00
12	100	1 1/2" Sch 40 PVC Pipe	0.50	50.00
13	100	1 1/4" Sch 40 PVC Pipe	0.37	37.00
14	200	1" Sch 40 PVC Pipe	0.28	56.00
15	200	3/4" Sch 40 PVC Pipe	0.21	42.00
16	50	12" C909 DR-18	14.71	735.50
17	50	10" C909 DR-18	10.35	517.50
18	50	8" C909 DR-18	6.91	345.50
19	50	6" C909 DR-18	3.98	199.00
20	50	4" C909 DR-18	2.01	100.50
21	100	4" SDR 35	0.84	84.00
22	100	8" SDR 35	3.21	321.00
23	100	6" SDR 35	1.79	179.00
PAGE 8				

Part E: PVC Materials/supplies				
Item No.	Qty	Product Description	Unit Price	
25	100	4" SDR 35	0.84	84.00
26	600	3/4 Polyethylene Serv. Tubing (100' Rolls)	0.22	132.00
27	600	1" Service Tubing	0.34	204.00
28	50	6" slip by slip couplings	6.35	317.50
29	50	6" PVC Flanges	18.85	942.50
30	50	4" slip by slip couplings	2.28	114.00
31	50	4" PVC Flanges	11.98	599.00
32	50	3" slip By slip couplings	1.59	79.50
33	10	measuring wheels	61.69	616.90
34	100	20" PVC c900 DR18	44.50	4,450.00
35	50	3" PVC Flanges SCH 40	9.75	487.50
36	200	3/4 PVC cap SCH 40	0.13	26.00
37	200	3/4 Coupling female/w threads SCH 40	0.18	36.00
38	300	2" slip by slip coupling SCH 40	0.44	132.00
39	300	2" End Caps SCH 40	0.38	114.00
40	300	2" 90's SCH 40	0.73	219.00
41	300	2" Tee SCH 40	0.90	270.00
42	300	2" 45's SCH 40	0.86	258.00
43	200	3" Tee SCH 40	3.90	780.00
44	200	3" slip By slip couplings SCH 40	1.52	304.00
45	200	3" Cap SCH 40	1.31	262.00
46	200	3" 90's SCH 40	2.66	532.00
47	100	4" slip by slip couplings SCH 40	2.19	219.00
48	100	4" Tee SCH 40	7.06	706.00
49	100	4" 90 SCH 40	4.75	475.00
50	100	4" Cap SCH 40	2.97	297.00
51	100	PVC Cleaner	3.09	309.00
52	100	PVC Glue Wet & Dry	8.30	830.00
53	30	Lenox Plastic pipe saws 18"	16.00	480.00
54	30	Lenox Plastic pipe saws 12"	14.27	428.10
55	100	pipe dough	8.15	815.00
56	15	14" x 1 all purpose diamond cutting blades wet/dry	44.00	660.00

		Sub Total:	\$ 32,295.00
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Part F Tapping Material Items				
Item No.	Qty	Product Description	Unit Price	
1	2	Tapping Sleeve A/C 8"x6" (Stainless steel) / PVC	409.76	819.52
2	2	Tapping Sleeve 8X6 for c/900 (Stainless steel) / AC	409.76	819.52
3	2	Tapping Sleeve 12x6 for C900PVC (Stless steel)	452.65	905.30
4	2	Tapping Sleeve 12x6 for A/C (Stainless steel)	452.65	905.30
5	2	Tapping Sleeve 12x8 for A/C (Stainless steel) / PVC	452.65	905.30
6	50	4" MJ Romagrip Accy w/gasket for c-900 & IPS	20.26	1,013.00
7	50	6" MJ Romagrip Accy w/gasket for c-900 & IPS	27.30	1,365.00
8	50	8" MJ Romagrip Accy w/gasket for c-900 & IPS	36.82	1,841.00
9	50	10" MJ Romagrip Accy w/gasket for c-900 & IPS	64.12	3,206.00
10	50	12" MJ Romagrip Accy w/gasket for c-900 & IPS	67.29	3,364.50
11	10	12X4 Tap Sleeve C900 (ALL STAINLESS STEEL)	426.62	4,266.20
12	10	12X4 Tap Sleeve A/C (ALL STAINLESS STEEL)	426.62	4,266.20
13	10	12 X 8 Tapping Sleeve C-900 (All Stainless Steel)	550.39	5,503.90

		Sub Total:	\$ 29,180.74
PAGE 9			0
			0.00

Part G Meter Boxes / Lids				
Item No.	Qty	Product Description	Unit Price	
1	200	1300 Meter Box w/Solid Blue Lid	15.50	3,100.00
2	200	1500 Jumbo Meter Box w/Solid Blue Lid	26.59	5,318.00
3	800	Lids Only - Solid 1300 Series Blue	6.23	4,984.00
4	800	Lids Only - Solid 1500 Series Blue	10.15	8,120.00
5	50	Meter Riser Brz. 1"x1"x10	106.38	5,319.00
6	50	Meter Riser Brz. 5/8 x 5/8 x 7	54.72	2,736.00
7	50	Plunger style barrel locks and keys (stainless steel)	5.80	290.00
8	10	Barrel Lock Meter Keys "Brooks Key"	34.77	347.70
9	10	Meter pit pumps w/6' discharge hose	25.50	255.00
10	50	Lids only with plastic reader / 1300	6.78	339.00
11	50	Lids only with plastic readers / 1500	10.04	502.00
12	50	meter swivel locks	14.35	717.50
13	10	Fire Hydrant Meter W/ Built in Strainer	795.00	7,950.00
14	10	Fire Hydrant Backflow Preventer	1,268.56	12,685.60
15	20	Universal Hydrant lock Barrel Type	62.50	1,250.00
16	50	water valve locking device	23.85	1,192.50

\$ 2,210,002.04
Grand Total

Unit Price	
39.04	3,904.00
28.08	2,808.00
14.63	1,463.00
9.92	992.00
7.01	2,804.00
4.09	818.00
1.94	388.00
1.53	153.00
1.92	384.00
3.40	680.00
0.45	90.00
0.58	58.00
0.45	45.00
0.38	76.00
0.26	52.00
15.91	795.50
11.16	558.00
7.44	372.00
4.28	214.00
1.94	97.00
0.79	79.00
3.09	309.00
1.79	179.00

Unit Price	
0.79	79.00
0.21	126.00
0.34	204.00
7.69	384.50
17.81	890.50
2.43	121.50
11.32	566.00
1.68	84.00
112.05	1,120.50
45.88	4,588.00
8.94	447.00
0.15	30.00
0.20	40.00
0.51	153.00
0.44	132.00
0.86	258.00
1.06	318.00
1.01	303.00
4.60	920.00
1.68	336.00
1.54	308.00
3.14	628.00
2.43	243.00
8.34	834.00
5.61	561.00
3.50	350.00
5.28	528.00
9.66	966.00
28.08	842.40
13.70	411.00
6.93	693.00
92.09	1,381.35

	Sub Total:	\$ 36,165.25
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Unit Price	
348.45	696.90
348.45	696.90
442.90	885.80
442.90	885.80
535.51	1,071.02
28.68	1,434.00
39.70	1,985.00
53.77	2,688.50
84.07	4,203.50
92.89	4,644.50
385.04	3,850.40
385.04	3,850.40
562.62	5,626.20

	Sub Total:	\$ 32,518.92
		0
		0.00

Unit Price	
15.49	3,098.00
26.58	5,316.00
6.23	4,984.00
10.10	8,080.00
114.99	5,749.50
59.15	2,957.50
5.48	274.00
58.78	587.80
31.25	312.50
6.73	336.50
10.19	509.50
16.69	834.50
1,271.13	12,711.30
460.40	4,604.00
81.25	1,625.00
27.56	1,378.00

	Sub Total:	\$ 53,358.10
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\$ 2,317,462.62
Grand Total

Unit Price	
31.87	3,187.00
23.92	2,392.00
12.98	1,298.00
9.20	920.00
6.04	2,416.00
3.54	708.00
1.80	360.00
1.73	173.00
2.12	424.00
3.89	778.00
0.53	106.00
0.73	73.00
0.61	61.00
0.48	96.00
0.30	60.00
14.98	749.00
10.56	528.00
6.94	347.00
4.06	203.00
1.80	90.00
0.76	76.00
2.92	292.00
1.63	163.00

Unit Price	
0.76	76.00
0.36	216.00
0.34	204.00
7.40	370.00
18.10	905.00
2.35	117.50
11.50	575.00
1.62	81.00
149.55	1,495.50
40.22	4,022.00
9.09	454.50
0.14	28.00
0.31	62.00
0.46	138.00
0.40	120.00
0.79	237.00
1.08	324.00
0.92	276.00
4.20	840.00
1.62	324.00
1.40	280.00
2.86	572.00
2.35	235.00
7.59	759.00
5.12	512.00
3.19	319.00
7.39	739.00
13.56	1,356.00
15.79	473.70
15.79	473.70
21.05	2,105.00
163.20	2,448.00

	Sub Total:	\$ 36,637.90
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Unit Price	
484.82	969.64
484.82	969.64
641.47	1,282.94
641.47	1,282.94
804.81	1,609.62
21.13	1,056.50
26.45	1,322.50
35.68	1,784.00
62.11	3,105.50
65.19	3,259.50
578.58	5,785.80
578.58	5,785.80
804.81	8,048.10

	Sub Total:	\$ 36,262.48
		0
		0.00

Unit Price	
17.65	3,530.00
31.08	6,216.00
7.22	5,776.00
11.43	9,144.00
123.27	6,163.50
64.56	3,228.00
5.35	267.50
40.70	407.00
27.17	271.70
7.77	388.50
12.21	610.50
15.79	789.50
866.32	8,663.20
569.42	5,694.20
9.42	188.40
14.78	739.00

	Sub Total:	\$ 52,077.00
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\$ 2,580,151.14
Grand Total





Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-665	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to authorize the railroad crossing improvement project at Border Avenue (side track) with Rio Valley Switching Company in an amount not to exceed \$89,797.00 as budgeted and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: City Commission budgeted \$90,000 for this fiscal year's railroad repairs. Estimate is \$85,520.12 and a fixed amount of \$89,797.00 was provided.			
Funding Source (budget code, if applicable): General Fund			
Amount: \$85,520.12		Term of Impact: 0	Identified in Current Budget: yes
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval of estimated amount of \$85,520.12.			
Attachments, if any: Estimate, Site Plan			
Responsibilities upon Approval: Staff will execute document and submit for construction. Materials take 2-3 weeks to arrive and construction will take less than 5 days.			



RIO VALLEY SWITCHING COMPANY



Tel. (956) 971-9111 Fax (956) 971-9114
101 N. 21st St., McAllen, TX 78501

NOVEMBER 29, 2016

City of Weslaco
Attn: Mardoqueo Hinojosa, P.E., CFM
255 S. Kansas Ave.
Weslaco, TX 78596-6158

RE: Border Ave. (Siding) Crossing

Dear Mardoqueo Hinojosa,

In response to your request, I am providing cost estimate for the railroad crossing project at Border Ave. (Siding) Street. This location is a 144' wide crossing. RVSC performs this type of work on a routine basis for Texas Dept. of Transportation and numerous cities along the railroad right of way at "cost", with no profit included. You can choose one of the following methods of payments for this crossing.

144' Concrete Crossing

- a. **Estimate of \$85,520.12 plus sale tax, if applicable. (RVSC will bill actual cost at the completion of the project.)**
- b. **Fixed quote of \$89,797.00 plus sales tax, if applicable.**

Please circle the option above that you choose and fax back to my attention.

The bid is based on the subgrade work, if any is required, being done prior to construction and no obstructions in the way of our crews doing their work. This bid is based on straight time, non-union labor and is good for 30 days. No bonds are being issued. Liability insurance of \$5,000,000 will be in place during construction. Any and all utilities encountered must be repaired, replaced or relocated by others and at no expense to RVSC.

All invoices are payable within 10 days. We reserve the right to periodically invoice throughout the project. Note that the price estimate is based on the same procedure as used with TX DOT.

Please feel free to contact Rick Gonzalez if you have any questions or comments. We appreciate working with the City of Weslaco.

Sincerely,

Rick Gonzalez
Manager of Operations
Rio Valley Switching Company

cc: Barry McClure
Matt Cundiff
Greg Wheeler

Accepted by City of Weslaco

Name: _____

Title: _____

Signature: _____

Date: _____

Border Avenue

Side Track

Legend

 US Post Office

Post Office

STC Mid Valley Campus

Border Avenue
Railroad Side Track

Google earth

© 2016 INEGI

© 2016 Google

W Business 83

300 ft





Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-717	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to select engineering firm(s) for a rotation based on the Request for Qualifications 2016-17-06 for Geotechnical Engineering and Construction Material Testing Services and authorize Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.)			
Background: In October 2013, City selected three firms to serve on a rotation for Geotechnical Engineering and Construction Material Testing services for 3 years. Subdivision related work gets paid by developer since a 3% fee is included for all Public Improvements. City staff has worked well with current firms Raba Kistner, Millennium Engineers Group and Terracon. City's Engineering staff has ranked six firms that submitted qualifications based on the required criteria. This criteria included: Overall Team Qualification, Previous Experience with City, Ability to Meet Schedules and Deadlines, Stability and Reference, and Presentation of RFQ.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Advertisement occurred on October 28th and November 4th.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval of 3-5 firms.			
Attachments, if any: RFQ Evaluation			

Responsibilities upon Approval:

Staff will develop schedule of fees with selected firms.

GeoTechnical Services RFQ Selection						
Firm Name	Selection Process Criteria					
	A. Overall Qualification of Team	B. Previous Experience with City	C. Ability to meet Schedules and Deadlines	D. Stability and References	E. Presentation	Total Points
	(40 pts)	(10 pts)	(30 pts)	(15 pts)	(5 pts)	
EarthCO	35.67	6.00	30.00	15.00	4.00	90.67
MEG Engineers	35.00	7.00	28.33	14.67	5.00	90.00
Raba Kistner, Inc.	37.00	8.33	28.00	14.67	5.00	93.00
Drash Consultants	30.67	0.67	25.00	14.67	3.67	74.67
PSI Inc.	32.00	0.67	26.67	15.00	4.33	78.67
Terracon Consultants, Inc.	36.67	6.33	28.33	13.33	5.00	89.67



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-719	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to seek clarification on interpretation of the Sidewalk Ordinance. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: In August of 2014, City staff was instructed to update the Sidewalk Ordinance. A copy has been included in attachments. In August of 2016, staff was instructed by minute order to waive the filing fee for Los Ranchitos and other property owners with existing adjacent bar ditches who apply for a sidewalk variance with the Zoning Board of Adjustment and Appeals; additionally, the City should reimburse any pending applications for this sidewalk variance.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: August 2014 (Ordinance), July 2016 (Amendment request was denied) and August 2016 (Minute Order for variance on rural drainage sections).			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff requests clarification as it relates to variance requests through Board of Adjustments and Appeals and the associated fees. Also, clarification is requested for areas that have subdivision with over 80% of lot occupancy with no sidewalks.			
Attachments, if any: Ordinance			
Responsibilities upon Approval:			

Staff will enforce ordinance, as directed by City Commission.

Sec. 118-2. - Design standards.

- (a) All sidewalks installed within the city shall comply with city design standards for width, location, construction material, finish, appearance and structural quality. "City design standards," as that term is used in this article, shall meaning the following:
 - (1) Sidewalks shall be constructed of concrete unless otherwise approved by the planning department
 - (2) Sidewalks in residential areas shall be four feet in width.
 - (3) Sidewalks in multi-family/commercial or industrial areas shall be five in width.
 - (4) Sidewalks in residential zones shall be constructed a minimum of two feet from the back of curb unless otherwise approved by the planning department.
 - (5) If physical constraints, sidewalk continuity, urban type development or other factors require sidewalks to be placed against the back of curb, the width of the sidewalk shall be increased to a minimum of five feet. In locations where buildings are typically constructed at the property line (for example area zoned B-3 central business district), the minimum sidewalk width shall either be:
 - a. 7.5 feet; or
 - b. The distance between the property line and the leading edge of the street or the back edge of the curb is applicable is said distance is less than 7.5 feet.
 - (6) "Meandering" sidewalks are permitted but shall be no closer than four feet from the back of curb at the nearest point.
 - (7) If any connection opportunities exist, sidewalk must be connected.
- (b) Sidewalks and related sidewalk ramps shall conform to Americans with Disabilities Act (ADA) and Texas Accessibility Standards requirements.
- (c) The specific design and location of all sidewalks must be in accordance with the current subdivision sidewalk plan however if no such plan exists as part of the subdivision the design and location shall be reviewed by the planning department before being approved.

(Ord. No. 2014-24, § II, 12-16-2014)

Sec. 118-3. - Newly-developing areas.

- (a) Sidewalks are required on both sides of all publicly-maintained streets within the city.
- (b) The location and design of sidewalks shall normally be determined during the subdivision process or if subdivision has already occurred then at the site review/ building process access.
- (c) Due to the potential damage sidewalks can incur during the construction of homes and other buildings, sidewalks should not be installed until building work has been completed on individual properties. Exceptions may be made for streets that are without direct property access.
- (d) Implementation and construction costs of all sidewalks in newly developing areas shall be paid by the developer, builder or property owner. The city shall not be liable for any sidewalk implementation or construction cost.
- (e) All required sidewalks shall be installed prior to final inspection or issuance of a certificate of occupancy.

(Ord. No. 2014-24, § II, 12-16-2014)

Sec. 118-4. - Redeveloping areas.

- (a) A redeveloping or redeveloped area, as those terms are used in this chapter means the issuance of a building permit for construction that equals or exceeds 50 percent of the appraised value of any existing improvements as determined by the appraisal district in which the property is located.
- (b) Sidewalks shall be required in redeveloping areas in the same manner as in "newly developing areas" when redevelopment occurs.
- (c) The cost of required sidewalks shall be paid for by the developer, builder or property owner; the city will not participate in the cost.
- (d) All required sidewalks shall be installed prior to final inspection or issuance of a certificate of occupancy.

(Ord. No. 2014-24, § II, 12-16-2014)

Sec. 118-6. - Sidewalk plans.

- (a) Sidewalk plans shall be required for any new subdivision and shall be submitted during platting process and shall also contain the following information:
 - (1) Location of sidewalks, landings, and curb ramps.
 - (2) Design specifications and details.
 - (3) Identify the party responsible for the construction of the sidewalks.
- (b) Sidewalk plans will be reviewed during the subdivision process and approved by the city planning department.

(Ord. No. 2014-24, § II, 12-16-2014)

Sec. 118-7. - Special provisions.

If special conditions make sidewalks construction infeasible, unnecessary or undesirable, and such conditions have been verified by city staff, the sidewalk requirement may be waived. Such waivers shall be only granted by the board of adjustments and upon submission of an application requesting a hearing before the board of adjustments.

(Ord. No. 2014-24, § II, 12-16-2014)



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-718	
From:			
Subject: Discussion and consideration to approve an agreement with the State Energy Conservation Office (SECO) and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)			
Background: The Mayor and Commissioner Jerry and Leo met to review the proposals for Energy Performance Contracting and discussed if the State of Texas had a program to assist. We called the above agency and will do a preliminary evaluation for the city at no cost. We need approval to submit the request. The study should be completed in 90 days.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval.			
Attachments, if any: SECO Service Agreement			
Responsibilities upon Approval:			

Mike Perez

From: Stephen Ross <Stephen.Ross@cpa.texas.gov>
Sent: Wednesday, November 16, 2016 1:46 PM
To: Mike Perez
Subject: SECO Service Agreement (For Preliminary Energy Assessment)

Hi Mike,

Thanks again for your call today. It was great to be able to discuss SECO's program and I appreciate the questions.

I'm sending the following link to the Service Agreement on SECO's website: http://seco.cpa.state.tx.us/sch-gov/docs/PEA_Service%20Agreement.doc

Once you have completed the Service Agreement, feel free to email the completed form to me and I will assign the Engineering Contractor to assist.

I hope that we addressed all of your questions today, but please feel free to let me know if there's anything further with which I can assist.

Thanks again and I look forward to working with the City of Weslaco.

Have a great day,

Stephen A. Ross
State Energy Conservation Office
Texas Comptroller of Public Accounts
LBJ State Office Building
111 East 17th Street, Room 311
Austin, Texas 78701
Office: 512-463-1770
Fax: 512-475-2569
Email: stephen.ross@cpa.texas.gov

Preliminary Energy Assessment Service Agreement



State Energy Conservation Office

Investing in our communities through improved energy efficiency in public buildings is a win-win opportunity for our communities and the state. Energy-efficient buildings reduce energy costs, increase available capital, spur economic growth, and improve working and living environments. The Preliminary Energy Assessment Service provides a viable strategy to achieve these goals.

Description of the Service

The State Energy Conservation Office (SECO) will analyze electric, gas and other utility data and work with _____, hereinafter referred to as Partner, to identify energy cost-savings potential. To achieve this potential, SECO and Partner have agreed to work together to complete an energy assessment of mutually selected facilities.

SECO agrees to provide this service at no cost to the Partner with the understanding that the Partner is ready and willing to consider implementing the energy savings recommendations.

Principles of the Agreement

Specific responsibilities of the Partner and SECO in this agreement are listed below.

- ✓ Partner will select a contact person to work with SECO and its designated contractor to establish an Energy Policy and set realistic energy efficiency goals.
- ✓ SECO's contractor will go on site to provide walk through assessments of selected facilities. SECO will provide a report which identifies no cost/low cost recommendations, Capital Retrofit Projects, and potential sources of funding. Portions of this report may be posted on the SECO website.
- ✓ Partner will schedule a time for SECO's contractor to make a presentation of the assessment findings key decision makers.

Acceptance of Agreement

This agreement should be signed by your organization's chief executive officer or other upper management staff.

Signature: _____ Date: _____

Name: _____ Title: _____

Contact Person

Name: _____ Title: _____

Organization: _____ Phone: _____

Street Address: _____ County: _____

Mailing Address: _____

Email Address: _____

Please sign and mail or email to: Stephen Ross, PEA Program Administrator, State Energy Conservation Office, 111 E. 17th Street, Austin, Texas 78774. Email: Stephen.Ross@cpa.state.tx.us



Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-670
From:		
Subject: Discussion and consideration to award the Invitation for Proposal 2016-17-08 Demolition of Underground Storage Tanks and Related Equipment to the best qualified, most advantageous respondent and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background: At the City Commission Meeting of November 1, 2016, the City Commission approved a project budget of \$160,000 for the Demolition of the Old City Shop Building and related infrastructure. According to the itemized budget, the demolition of the underground storage tanks and the related equipment was budgeted at \$45,000.00. The project was advertised in The Advance News Journal on November 16 and 23, 2016. A pre-proposal Conference/walk-thru was held on November 23, 2016 at City Hall. Bids were received and opened on December 2, 2016 at the Purchasing Conference/Bid Room at City Hall. Two proposals were received and read aloud. The bids are as follows: Mid Valley Contracting: \$13,000.00 South Texas Pump: \$16,850.00 Purchasing staff assisted in reviewing the proposals and compared pricing to the approved project cost estimate/budget. Based on staff's review, Mid Valley Contracting Co., from Weslaco, Texas is the best qualified and most advantageous respondent and is within project budget. Staff recommends awarding the Invitation for Proposal 2016-17-08 to Mid Valley Contracting Co., from Weslaco, Texas in an amount not to exceed \$13,000.00.		
Funding Source (budget code, if applicable): 50-512-4010		
Amount: \$0.00	Term of Impact: Current Capital Improvement Project Budget - 3 months	Identified in Current Budget: Yes
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		

The Invitation for Proposals 2016-17-08 was published twice in The Advance News Journal on November 16 and 23, 2016. A pre-proposal Conference/walk-thru was held on November 23, 2016 at City Hall for interested vendors. The pre-proposal Conference/walk-thru was not a mandatory meeting.

Advisory Review, if any (name of board/committee, date of action, recommendation):

Elizabeth Walker	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval

City Manager Comments:

Staff Recommendation:

Staff recommends awarding the Invitation for Proposal to Mid Valley Contracting Co., from Weslaco, Texas in an amount not to exceed \$13,000.00.

Attachments, if any:

UST Bids

Responsibilities upon Approval:



CITY OF WESLACO
SIGN IN FORM



BID OPENING

Demolition of UST / RFP No.: 2016-17-08
12/2/2016 @ 3:00 PM

[illegible]

CITY OF WESLACO

Demolition of Structures
Proposal No. 2016-17-08

PROPOSAL FORM

The South Texas Pump Inc. (vendor), having read the instructions and specifications, proposes to furnish the below noted services for the full and firm price, in full compliance with the safety requirements and specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

NOTE: All demolition debris must be hauled off to an approved disposal site.

Please indicate the landfill you will be using:

Allied Waste, Mission Texas

Locations / Legal Descriptions are as follows:

Structure No. 1 Located at **306 South Bridge**, Weslaco, Texas \$ 16,850.00

Grand Total \$ 16,850.00

Completion Date: 30 Days after awarded

The proposal must be signed by an authorized representative to become valid.

Company: South Texas Pump Inc.

Address: PO Box 1852

City/State/Zip: Weslaco Tx 78599

Phone No.: 956)969-3534 Fax No.: 956)968-6386

Signature: Domingo Perez Jr.

(Please Print Above Signature)

Title: PRESIDENT

* SEE ATTACHED

Attachments: 1

WAIVER OF SUBROGATION

This instrument, executed by the proper officer of South Texas Pump Inc, Contractor, on this 2nd day of December, 2016, shall serve as written notification to City of Weslaco, insurer, hereby waiving all right of recovery from the City of Weslaco, its insurance company or it's assigns, in the event of payment is made by insurer on any loss or damage incurred during the performance of the contract entered into by the contractor and the City of Weslaco, said contract becoming complete and binding upon the proper execution of this instrument.



CONTRACTORS REPRESENTATIVE

Proposal No. 2016-17-08



SOUTH TEXAS PUMP, INC.

Installations - Removals - Sales/Service

7414 N. FM 88 * P. O. BOX 1852

Weslaco, Texas 78596 * Phone: (956) 969-3534

1-800-767-3534 * Fax (956) 968-6386



PROPOSAL

Proposal Submitted To: Homer Rhodes
City of Weslaco
106 Bridge, Weslaco, Texas

PROPOSAL NO: 16-077
DATE: 12-02-16

We hereby propose to furnish labor, material and equipment to remove one(1) 2,000 and two(2) 4,000 U/G tanks. Dispose of tanks, collect eleven(11) soil samples and send to lab to analyzed for BTEX, TPH and MTBE. Backfill with same excavated gravel and clean fill dirt. Clean up and haul off construction debris.

NOTE: ADDITIONAL COST IF CONTAMINATION IS ENCOUNTERED.

INCLUDES REMOVAL OF PUMPS, PUMP ISLAND, CANOPY AND COLUMNS. COLUMNS WILL BE CUT TO SUBGRADE AND CANOPY FOOTINGS WILL BE LEFT IN PLACE.

Bid is subject to revision if extreme high water table, unstable and or contaminated soils or rock are encountered or final ruling by TCEQ.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial manner for the sum of SIXTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- DOLLARS(\$16,850.00) With payments to be made as follows: 1/2 down upon signing of contract; balance due upon completion of job.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by contractor.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Dk', with a long horizontal flourish extending to the right.

Domingo Perez, Jr.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Personal Guaranty that balance will be paid in full.

Accepted;

PRINT: _____

SIGNATURE: _____

Date: _____

CITY OF WESLACO

Demolition of Structures
Proposal No. 2016-17-08

PROPOSAL FORM

The Mid Valley Contracting Co. (vendor), having read the instructions and specifications, proposes to furnish the below noted services for the full and firm price, in full compliance with the safety requirements and specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

NOTE: All demolition debris must be hauled off to an approved disposal site.
Please indicate the landfill you will be using:

Locations / Legal Descriptions are as follows:

Structure No. 1 Located at 306 South Bridge, Weslaco, Texas \$ _____
Grand Total \$ 13,000.00

Completion Date: 8 Days

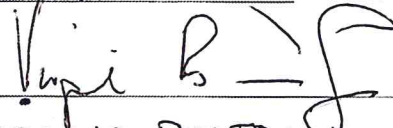
The proposal must be signed by an authorized representative to become valid.

Company: Mid Valley Contracting Co.

Address: 701 N. Iowa

City/State/Zip: Weslaco, TX 78596

Phone No.: 956-447-8550 Fax No.: 956-447-3536

Signature: 
VIRGILIO BELTRAN JR.

(Please Print Above Signature)

Title: OWNER



Mid Valley Contracting Company

mvcc.weslaco@yahoo.com
701 N Iowa Ave Weslaco TX 78596
PH (956) 447-8550 FX (956) 447-3536

To: City of Weslaco
Weslaco, TX

Project: Facility No. 18587
306 S. Bridge
Weslaco, TX

We are pleased to submit the following proposal offering our service to assist your company's business needs. We dedicate our time and effort to understanding our client's needs. Our goal is to deliver the highest quality service and work closely with you to ensure that your expectations are being met from the very beginning and throughout the project.

Item Description

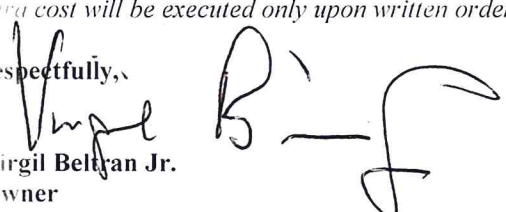
Tank Pull

1. Provide a TCEQ licensed B site supervisor on-site during the UST removal process, as required (Provide safety barricades (fencing) as needed)
2. Blow back all liquids from product lines into UST
3. Break concrete around tank perimeter
4. Excavate and place on plastic surrounding fill material. Cover as needed
5. Remove product lines, vent lines, motors, risers. ect.
6. Expose UST
7. Evacuate and properly dispose of any tank residual liquids (by others)
8. Degas UST to an acceptable level
9. Fire Marshall inspection
10. Remove referenced UST (1 – 2,000 / 2 – 4,000 UST's)
11. Conduct soil sampling around perimeter
12. Use all existing removed backfill material to fill tank hole
13. Haul off and properly dispose UST's
14. Closure report as per TCEQ requirements

Total Amount: -----\$13,000.00

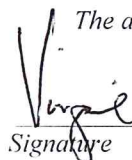
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.

Respectfully,


Virgil Beltran Jr.
Owner

ACCEPTANCE OF PROPOSAL

The above price, specifications and conditions are satisfactory and are hereby accepted


Signature

P.O. Number

Date:

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 62991439.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety
333 South Wabash
Chicago, IL 60604**

Telephone: (312) 822-5000

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62991439

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Anthony D Turpin

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Virgil Beltran, Jr. dba Mid Valley Contracting Co.

Obligee: City of Weslaco

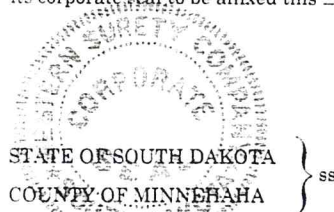
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 2nd, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of December, 2016.

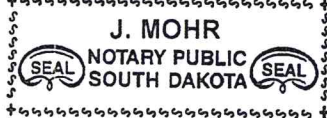


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 2nd day of December, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of December, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

BID BOND
(Percentage)

Bond No. 62991439

KNOW ALL PERSONS BY THESE PRESENTS, That we Virgil Beltran, Jr. dba Mid Valley Contracting Co.
of 701 N Iowa, Weslaco, TX 78596

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto City of Weslaco

of Five Percent of the Amount Bid, hereinafter referred to as the Obligor, in the amount of
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for 306 S Bridge

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 2nd day of December, 2016.

Principal

Virgil Beltran, Jr. dba Mid Valley Contracting Co.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: Anthony D Turpin, Attorney-in-Fact





Standardized Agenda Request Form

Date of Meeting: December 6, 2016		Agenda Item No. (to be assigned by CSO): 2016-651
From:		
Subject: Discussion and consideration to cancel the regular meeting of the Weslaco City Commission on December 20, 2016. Possible action. (Staffed by City Secretary's Office.)		
Background: Part I (Charter): Art V., Sec. 12. - Meetings of the commission. Thereafter the commissioners shall meet at such time as may be prescribed by ordinance or resolution, but they shall meet at least once each month. Part II: Art. 2, Sec. 2-4. - Rules and procedures for meetings and agendas. The city commission of the City of Weslaco shall meet on the first and third Tuesday of the month and shall, upon establishing a quorum, conduct the business of the city as may be legally posted in accordance to the Texas Open Meetings Act. The city commission shall meet at the Weslaco City Hall located at 255 S. Kansas at 5:30 p.m. or at any other time and place as may be legally posted.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: N/A		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A		
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A		
Elizabeth Walker Mike Perez		Created/Initiated Final Approval
City Manager Comments:		
Staff Recommendation: As the Commission shall convene the first meeting of the month, it is lawful to cancel the other. Second Reading of any scheduled ordinances will be postponed until January 2, 2017.		
Attachments, if any:		
Responsibilities upon Approval: N/A		

SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** (the Sublease) is made and entered into by and between **THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO**, a Texas Non-Profit Corporation (Sublessor), the **WESLACO AREA CHAMBER OF COMMERCE, INC.**, a Texas Non-Profit Corporation (Sublessee), and the **CITY OF WESLACO**, a Texas municipal corporation (for purposes of Section 19.12 only).

RECITALS

WHEREAS, the Sublessor is presently entitled to possession of the premises described herein under that certain "Development Agreement" dated October 4, 2011, as amended by "Modification of Development Agreement" dated February 15, 2012, between the City of Weslaco, Texas and Sublessor (the "Development Agreement" and the "Modification of Development Agreement" are collectively referred to herein as the "Development Agreement"), true copies of which is annexed hereto and made a part hereof and marked **Exhibit "A."**

WHEREAS, the Sublessee is presently entitled to possession of the Leased Premises (as hereinafter defined) under that one certain Sublease Agreement dated April 30, 2012 (the "2012 Sublease").

WHEREAS, the Sublessor and Sublessee have agreed upon extending the Lease Term (as hereinafter defined) of the 2012 Sublease on the terms and conditions hereinafter specified.

WHEREAS, Sublessor and Sublessee are both committed to assist the City of Weslaco, Texas, (the City) in the expansion of its economy by promoting a positive business climate which will enhance the development of new or expanded business enterprises through, among other actions, public-private partnerships in the attainment of such goals;

WHEREAS, Sublessor and Sublessee recognize that a collaborative effort between the parties to provide a first class Business Visitors Event Center operation will enhance such efforts to improve not only the business climate in the City but the quality of life available to all citizens and visitors of the City;

WHEREAS, attaining such goals requires not only a variety of funding sources but also the

harnessing of citizen volunteers;

WHEREAS, Sublessor is capable of providing funding to assist in achieving such goals and Sublessee, through its members and other supporters, is capable of providing citizen volunteers to assist in achieving such goals; and

NOW THEREFORE, Sublessor and Sublessee declare that a collaborative effort to achieve such goals through the operation of the facility known as the "Business Visitors Event Center" is in the best interest of not only both parties, but the City as well, and that entering into this Sublease Agreement on the terms set forth herein will assist in achieving such goals, to-wit:

ARTICLE I

Demise and Description of Property

Sublessor hereby leases to Sublessee and Sublessee hereby leases from Sublessor the following described property located in Weslaco, Hidalgo County, Texas, to-wit:

- (A) approximately 1,677 gross square feet of the premises located at 275 S. Kansas, Weslaco, Hidalgo County, Texas, as reflected on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the Leased Premises) which shall be for the exclusive use of Sublessee,
- (B) the remaining portion of the premises located at 275 S. Kansas, Weslaco, Hidalgo County, Texas, except that portion identified as Sublessor's offices on Exhibit "B" which shall be for the exclusive use of Sublessor, is known as the "Business Visitors Center" and shall be for the non-exclusive use of Sublessee (said portion shall hereinafter be referred to as the "BVC"), and
- (C) the walkways and parking areas related thereto, all as more particularly described in Exhibit "B", which shall also be for the non-exclusive use of Sublessee,

ARTICLE II

Term of Sublease

2.1 The primary term of this Sublease shall be for a period of five (5) years, commencing at 12:00 a.m. on the 1st day of January, 2017, and ending at 11:59 p.m. on the 31st day of December, 2022,

unless sooner terminated as hereinafter more particularly provided (the "Lease Term").

2.2 Notwithstanding anything to the contrary herein contained, Sublessor may terminate this Sublease in its entirety upon one hundred twenty (120) days written notice to Sublessee in the event that the City terminates Sublessor's right to occupy the Leased Premises (as that term is used in the Development Agreement) under the Development Agreement or otherwise modifies Sublessor's rights under the Development Agreement.

ARTICLE III Operations Contributions in Lieu of Rent

3.1 Sublessee agrees to pay Sublessor a monthly "operations contribution" in lieu of rent in advance on the 1st day of each month during the Sublease Term ONE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS (\$1,677.00) per month beginning January 1, 2017, and continuing monthly and regularly thereafter through December 31, 2022.

3.2 In addition to the operations contribution provided above and as additional consideration for its right to occupancy and use of the Leased Premises, whether exclusive or non-exclusive, Sublessee shall continue to employ sufficient staff to manage the BVC and the messaging sign located on the east end of the LRGVDC Property at 305 W. Railroad St. near Texas Boulevard in accordance with the rules and regulations related thereto as approved from time to time by Sublessor. Management of the messaging sign shall only include the input of new messages into the system. All expenses associated to the functionality, maintenance or upkeep of the sign will be at the expense of Sublessor. All funds generated from the operation of the BVC and/or the messaging sign (collectively the "BVC funds") shall be collected by Sublessee and turned over to Sublessor as they are collected. Sublessee shall provide Sublessor a written report each month summarizing all such funds received by Sublessee. In addition to the foregoing, Sublessee's duties in operating the BVC shall include but not be limited to the following: (a) coordinate the bookings for meeting rooms located in the BVC; (b) schedule and supervise the maintenance contractors for the BVC; (c) respond to all inquiries regarding the rental of the BVC; (d) coordinate the execution of rental agreements for the use of the BVC and collect all related deposits and rents; (e) pay over all BVC

rents and deposits to Sublessor and account for them as hereinbefore provided; (f) set up the audio visual equipment used in the operation of the BVC; (g) maintain a listing of the BVC equipment inventory; (h) set up meeting rooms in the BVC in the absence of the BVC maintenance contractor; (i) maintain the inventory of restroom supplies for the BVC; and (j) other duties reasonably required for the operation of the BVC as agreed upon by Sublessor and Sublessee.

3.3 Sublessee shall pay a late charge of five (5%) percent of any operations contribution or BVC funds not received by Sublessor by the tenth (10th) day of the month in which it is due.

3.4 All payments due hereunder shall be payable to Sublessor at 275 S. Kansas, Weslaco, Hidalgo County, Texas 78596 or at such other place as Sublessor may designate from time to time in writing in accordance with the provisions of Article XVII below.

ARTICLE IV Acceptance of Leased Premises

There are no implied warranties of merchantability of fitness for a particular purpose, or of any other kind arising out of this Sublease, and there are no warranties that extend beyond those expressly stated in this Sublease.

ARTICLE V Use of Leased Premises Generally

5.1 The portion of the Leased Premises relating to the offices of Sublessee is to be used as the administrative offices of Sublessee and for no other purpose without the prior written consent of Sublessor.

5.2 The portion of the Leased Premises relating to the BVC is to be used in accordance with the Rules and Regulations as approved from time to time by Sublessor and for no other purposes without the prior written consent of Sublessor. Sublessee shall be given a copy of any amendment, addition or revision to the Rules and Regulations within thirty (30) days of same.

ARTICLE VI No Waste, Nuisance, or Unlawful Use

Sublessee shall not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or use or allow the Leased Premises to be used for an

unauthorized or unlawful purpose. Subject only to the obligation of Sublessor to provide normal janitorial service as set forth below, Sublessee agrees to keep the Leased Premises clean and well kept. Sublessee agrees to comply with all federal, state and/or local laws, statutes or regulations applicable to the Leased Premises. Sublessor shall have the right to enter the premises for inspection during normal business hours and whenever necessary to make repairs or alterations to the Leased Premises, to clean the Leased Premises or and to show the Leased Premises to prospective tenants within the last ninety (90) days of the Sublease.

ARTICLE VII Payment of Utilities

Sublessor shall provide at no expense to Sublessee all water, sewer, and garbage services and all electrical and internet services furnished to the Leased Premises in the ordinary course of business and within the Rules and Regulations established by Sublessor related thereto.

ARTICLE VIII Repairs and Maintenance

8.1 Sublessor, at its own cost and expense, shall maintain and take good care of the Leased Premises and/or the BVC in a commercially reasonable manner. Sublessor shall bear the expense of all consumable supplies used in the non-exclusive restrooms within the Leased Premises and/or the BVC.

8.2 Sublessee shall submit in writing to Sublessor any request for repairs, replacement and maintenance that are the obligations of Sublessor. If Sublessor fails to commence to make such repairs within thirty (30) days (or in the case of an emergency, within twenty-four (24) hours) following notice thereof from Sublessee, or should thereafter fail or neglect to prosecute the completion of such repairs with reasonable diligence, Sublessee may, but is not obligated to, cause the repairs to be done. Sublessor shall reimburse Sublessee for the cost of such repairs within ten (10) days after written demand by Sublessee, and such costs shall bear interest at the rate of five percent (5.0%) per annum from the date paid by Sublessee until Sublessee is repaid by Sublessor.

8.3 Notwithstanding Sublessor's obligations under Article 8.1 above, Sublessee shall be responsible for the cost of any extraordinary maintenance or repair of any damage to the Leased Premises not related to ordinary wear and tear which is caused by Sublessee or Sublessee's employees, officers,

directors, guests or invitees. Sublessor shall have the right (but not the obligation) to cause all such extraordinary maintenance or repairs to be made and the reasonable cost therefore expended by Sublessor shall be paid by Sublessee on written demand therefor by Sublessor, which written demand shall include evidence documenting such extraordinary maintenance or repair. All such cost shall bear interest at the rate of five percent (5.0%) per annum from date paid by Sublessor until Sublessor is repaid by Sublessee.

ARTICLE IX Surrender of the Leased Premises

Sublessee agrees to vacate the Leased Premises to Sublessor at the end of the Sublease Term, in the same condition when Sublessee took possession, allowing for reasonable use and wear and damages by act of God, including fire and storm. In addition, Sublessee shall immediately return all keys to the Leased Premises to Sublessor.

ARTICLE X Improvements

Sublessee shall not, without Sublessor's prior written consent, make any alterations or improvements to the Leased Premises. Any such improvements made by Sublessee shall become the property of Sublessor. Sublessee shall make prompt payment for all labor and materials ordered by it and shall indemnify and save harmless Sublessor from all loss, damage, cost, and expenses, including reasonable attorney's fees, incurred or suffered by Sublessor by reason of any mechanic's or materialman's lien filed against the Leased Premises as a result of Sublessee's failure to make such payment.

ARTICLE XI Insurance

11.1 Sublessee agrees to maintain, at its own expense, insurance covering any and all personal property owned by Sublessee located on the Leased Premises insuring against the perils of Fire, Lightning, Extended Coverage, including all other Risks of Direct Physical Loss.

11.2 Sublessee agrees to procure and maintain in force during the Sublease Term, or any extension thereof, at its expense, public liability insurance in companies with an A rating or better, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in

or around the Leased Premises, in a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. Such insurance policy shall include Sublessor as an additional insured. Sublessee shall provide Sublessor with a copy of any such policy or such other proof of coverage acceptable to Sublessor. Sublessee agrees to obtain a written obligation from the insurers to notify Sublessor in writing at least thirty-one (31) days prior to cancellation or refusal to renew any such policy. Sublessee agrees that, if such insurance policy is not kept in force during the entire Lease Term, or any extension thereof, Sublessor may procure the necessary insurance, pay the premium therefor, and that such premium shall be repaid to Sublessor as an additional rent installment for the month following the date on which such premiums are paid. All such cost shall bear interest at the rate of ten percent (10.0%) per annum from date paid by Lessor until Lessor is repaid by Lessee.

ARTICLE XII

Waiver of Subrogation

Each party waives any and every claim which arises or may arise in its favor against the other party during the Sublease Term, or any renewal or extension thereof, for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Sublease with respect to any loss of, or damage to, property of the parties hereto. In as much as such mutual waivers will preclude the assignment of any aforesaid claim by waiver or subrogation or otherwise in an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued its policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

ARTICLE XIII

Indemnity

SUBLESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF

ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE LEASED PREMISES, OR ANY PART THEREOF, CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF SUBLESSEE, OR OF ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF SUBLESSEE TO MAINTAIN THE LEASED PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER, AND SUBLESSEE HEREBY WAIVES ON ITS BEHALF, AND ON BEHALF OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, ALL CLAIMS AND DEMANDS AGAINST SUBLESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF SUBLESSEE, AND HEREBY AGREES TO INDEMNIFY AND HOLD SUBLESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM.

ARTICLE XIV
Assignment or Sublease

Sublessee agrees not to assign or Sublease the Leased Premises or any part hereof, or any right or privilege connected therewith, or to allow any other person to occupy the Leased Premises or any part thereof except in accordance with the Rules and Regulations established by Sublessor as to the BVC, without first obtaining the Sublessor's written consent. Sublessee's interest in this Sublease is not assignable by operation of law, nor is any assignment of its interest herein, without Sublessor's written consent.

ARTICLE XV
Default by Sublessee/ Sublessor's Remedies on Sublessee's Breach

15.1 The following events shall be deemed to be Events of Default by Sublessee under this Sublease:

(a) Sublessee shall fail to pay any operational contribution or any other charge or amount due hereunder and such failure shall continue for a period of ten (10) days after the due date.

(b) Sublessee shall fail to comply with any term, provision or covenant of this Sublease, other than the payment of the operational contributions or other charges or amounts due hereunder, and shall not cure such failure within fifteen (15) days after written notice thereof to Sublessee; or if such other default so specified is of such a nature that the same cannot be reasonable cured or remedied within said fifteen (15) day period, if Sublessee shall not in good faith have commenced the curing of such default within such fifteen (15) day period and shall not thereafter continuously and diligently proceed within ninety (90) days thereafter to cure such defaults to completion.

(c) Sublessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Sublessee shall file a petition under any section or chapter of the Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Sublessee shall be adjudged bankrupt or insolvent in proceedings filed against Sublessee or any guarantor of Sublessee's obligations under this Sublease.

(e) A receiver or Sublessee shall be appointed for the Leased Premises or for all or substantially all of the assets of Sublessee or any guarantor of Sublessee's obligations under this Sublease.

(f) Sublessee shall desert or vacate any material portion of the Leased Premises or the Leased Premises shall not be operated for the purpose set forth above.

(g) Sublessee shall do or permit to be done anything which creates a lien upon or any part of the Leased Premises, or any fixtures or improvements located thereon belonging to Sublessor, and Sublessee fails to cure within ten (10) days after written notice thereof to Sublessee.

(h) The business operated by Sublessee shall be closed for failure to pay any sales tax as required by law or in the event that Sublessee is forced to close by any governmental entity for any other reason.

(i) Sublessee shall assign or sublet the Leased Premises in violation of this Sublease and without the prior written consent of Sublessor.

(j) The Leased Premises shall be used for purposes other than those allowed under

this Sublease, and Sublessor fails to cure within ten (10) days after written notice thereof to Sublessee.

15.2 If Sublessee shall allow the operational contribution to be in arrears more than thirty (30) days or shall remain in default under any other condition of this Sublease more than fifteen (15) days after written notice of such default, Sublessor shall have the following remedies in addition to its other rights and remedies in such event:

(a) Re-entry. Sublessor may reenter the Leased Premises immediately and remove all of Sublessee's property therefrom. Sublessor may store the property in a public warehouse or at another place of its choosing at Sublessee's expense or to Sublessee's account. In such event, Sublessor may alter all locks and other security devices at the Leased Premises without terminating this Sublease.

(b) Termination. After reentry, Sublessor may terminate this Sublease on giving thirty (30) days' written notice of such termination to Sublessee. Reentry only, without notice of termination, will not terminate the Sublease.

(c) Re-letting Leased Premises. After reentering, Sublessor may relet the Leased Premises or any part thereof, for any term, without terminating the Sublease at such rent and on such terms as it may choose.

(i) Liability of Sublessee upon Re-letting. Sublessee is liable to Sublessor for the difference between the rent received by Sublessor under the reletting and the operational contribution installments that are due for the same period under this Sublease.

(ii) Application of Rent Upon Re-letting. Sublessor at its option may apply the rent received from reletting the Leased Premises as follows:

- (1) To reduce Sublessee's indebtedness to Sublessor under this Sublease, not including operational contributions;
- (2) To operational contributions due under this Sublease;
- (3) To payment of future operational contributions and other obligations of Sublessee as the same becomes due.

ARTICLE XVI
Sublessor's Breach

Sublessor's failure to perform or observe any term, provision or covenant of this Sublease to be performed or observed by Sublessor shall be deemed a breach of this Sublease by Sublessor. Upon such breach, Sublessee shall provide Sublessor with thirty (30) days written notice to cure (unless a shorter period is stated herein), provided, however, if such failure is of a nature that would reasonably require more than thirty (30) days to cure, Sublessor may have a longer period of time to cure such failure as may be reasonable under the circumstances, so long as Sublessor diligently prosecutes such cure.

ARTICLE XVII
Manner of Giving Notice

Notices given pursuant to the provisions of this Sublease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Sublessor's address for this purpose shall be 275 S. Kansas, Weslaco, Texas 78596, or such other address as Sublessor may in writing designate to Sublessee. Notices to Sublessee may be addressed to Sublessee at P.O. Box 8398, Weslaco, Texas 78599-8398, or such other address as Sublessee may in writing designate to Sublessor.

ARTICLE XVIII
Effect of Sublessor's Waiver

Sublessor's waiver of breach of one covenant or condition of this Sublease is not a waiver of breach of others, or of subsequent breach of the one waived. Sublessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

ARTICLE XIX
General Provisions

19.1 Sublease Applicable to Successors, Etc. This Sublease and the covenants hereof apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties hereto, subject

to the provisions of Article XIV hereof.

19.2 Time of Essence. Time is of the essence of this Sublease.

19.3 Effect of Eminent Domain Proceedings. Eminent domain proceedings resulting in the condemnation of a part of the Leased Premises that leave the rest usable by Sublessee for the purposes for which the premises are leased will not terminate this Sublease unless Sublessor at its option terminates it by giving written notice of termination to Sublessee. The effect of such condemnation, should such option not be exercised, will be to terminate the Sublease as to the portion of the Leased Premises condemned, and leave it in effect as to the remainder of the Leased Premises. Sublessee's rental for the remainder of the Sublease Term shall in such case be reduced by the amount that the usefulness of the Leased Premises to it is reduced. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be Sublessor's. Sublessee hereby assigns and transfers to Sublessor any claim it may have to compensation for damages as a result of such condemnation.

19.4 Holding Over. Holding over by the Sublessee with or without consent of Sublessor after termination of this Sublease shall be treated as a tenancy from month to month at a base monthly operational contribution, payable in advance equal to the product of multiplying the last base monthly operational contribution in effect at the commencement of such holdover period by 125%. In addition, Sublessee shall also remain liable for all other obligations imposed on Sublessee in accordance with the terms hereof during such holdover period. This provision shall not be construed as giving Sublessee any right to so hold over.

19.5 Texas Law to Apply. This Sublease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

19.6 Attorney's Fees and Costs. In the event Sublessor or Sublessee breaches any of the terms of this Sublease whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party hereby agrees to pay any reasonable attorney's fees and costs so incurred by such other party.

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

19.8 Entire Agreement. This Sublease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter.

19.9 Modification. No amendment or modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

19.10 Authority. Sublessor and Sublessee have all requisite authority to execute this Sublease; the signing of this Sublease will not violate any provision of law, or any order of any court or agency, or any provision of any agreement, indenture or any other instrument to which Sublessor and/or Sublessee is a party; and, when executed and delivered by Sublessor and Sublessee, this Sublease will constitute the legal, valid and binding obligations of the Sublessor and Subless, enforceable in accordance with its terms.

19.11 Representation of Sublessor. Sublessor is not in default (and no event has occurred which with the lapse of time or action by the City of Weslaco could result in a default) under the Development Agreement.

19.12 Termination of Sublessor's Tenancy by the City of Weslaco. Sublessor, Sublessee, and the City of Weslaco agree that there may be circumstances that result in a situation by which Sublessor's right to possess the entire premises is terminated for reasons that do not constitute a default under the terms of the Development Agreement or any other agreement between Sublessor and the City of Weslaco. In such circumstances, the City of Weslaco and

Sublessor agree to provide Sublessee with a minimum of one hundred twenty (120) days written notice before termination of this Sublease. Sublessee agrees that such termination will not constitute a default of this Sublease. Further, if Sublessee relocates to other premises owned by either the City of Weslaco or Sublessor, the City of Weslaco and Sublessor agree to reimburse Sublessee for Sublessee's reasonable costs of such relocation.

Executed this 22 day of November, 2016.

SUBLESSOR:

**THE ECONOMIC DEVELOPMENT
CORPORATION OF WESLACO**

By: Marie McDermott
Name: MARIE McDERMOTT
Title: Executive Director

Executed this 22 day of November, 2016.

SUBLESSEE:

**WESLACO AREA CHAMBER OF COMMERCE,
INC.**

By: 
MARTHA NOELL, President/CEO

Executed this _____ day of _____, 2016.

CITY OF WESLACO (for purposes of Section 19.12 only):

CITY OF WESLACO, a Texas municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF WESLACO §

MODIFICATION AGREEMENT

1. **The Original Parties** -- This modification agreement (“Agreement”) is made between CITY OF WESLACO, TEXAS (the “City”) and THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO (“Weslaco EDC”, and collectively with the City, hereinafter, the “Original Parties”), with respect to the Development Agreement between the City and the EDC, executed by the Original Parties, respectively, on August 2, 2011 and October 4, 2011 (the “Development Agreement”).
2. **The Issues** – This Agreement is intended to (a) terminate the obligations of the Original Parties under the Development Agreement, regarding the design, financing and construction of the Business-Visitor and Event Center, located at 275 South Kansas, Weslaco, Texas 78596 (the “Original Project”), and (b) approve a Substituted Project as hereinafter set out, with the obligations of the Substituted Parties, consisting of the City, the Weslaco EDC, and The University of Texas Rio Grande Valley (the “University”).
3. **The Substituted Project**

The Substituted Project is set out in the following documents:

- (a) The Development Agreement among the City, the Weslaco EDC, and the University, dated December 22, 2015, an executed copy of which is attached hereto as Exhibit A;

(b) The grant agreement among the United States Department of Commerce – Economic Development Administration, dated July 27, 2016, a copy of which is attached hereto as Exhibit B;

(c) The lease agreement between the City and the Weslaco EDC, dated October 4, 2011, a copy of which is attached hereto as Exhibit C;

(d) The sublease agreement between the Weslaco EDC and the University, dated [date pending], a copy of which is attached hereto as Exhibit D;

(e) The administrator's agreement between the Weslaco EDC and the Lower Rio Grande Valley Development Council, dated October 26, 2016, a copy of which is attached hereto as Exhibit E; and

(f) The architect contract between the Weslaco EDC and Megamorphosis, LLC, dated October 28, 2016, a copy of which is attached hereto as Exhibit F.

4. **Compromise and Settlement** – The Original Parties acknowledge and agree that this Agreement is entered into for the purpose of buying peace, compromising and settling any known or potential disputes between the Original Parties with respect to the design, financing and construction of the Original Project. Nothing contained in this Agreement shall be construed as an admission of liability by any of the Original Parties, all liability being expressly denied by the Original Parties.

The Original Parties agree to the following terms:

(a) Except as hereinafter provided, the obligations of the Original Parties arising out of the Development Agreement are terminated.

(b) The Weslaco EDC will continue to be responsible, until complete defeasance thereof, for payment of the debt of the Weslaco EDC's outstanding Sales Tax Revenue Bonds, Series 2012, issued in the original principal amount of \$1,155,000.

(c) The Substituted Parties will be obligated to perform their separate responsibilities set out in the Agreement and the subsidiary agreements attached hereto as Exhibits A through E.

5. **Sufficiency of Consideration** – The Original Parties acknowledge and agree that the sums, consideration and benefits to be provided to them respectively under this Agreement are significant and sufficient to support this Agreement.
6. **Release** -- In consideration of the foregoing, City of Weslaco irrevocably and unconditionally releases Weslaco EDC, its current and former board members, individually and collectively, from any and all actions, causes of action, claims, counterclaims, third-party claims, demands, suits, judgments, damages, debts, loss of services, expenses, compensation, liabilities or controversies of any kind whatsoever, whether known or unknown, latent, patent, nonexistent at the present time and which may arise in the future and/or are unanticipated at this time, which City of Weslaco or its respective predecessors, successors or assigns have had, now have, or may have against Weslaco EDC or its current and former board members, . and shall include any and all theories of recovery of whatsoever nature, whether presently known or unknown, recognized by the law of any jurisdiction presently, or that may be recognized by law that may be created or recognized in the future in any manner, including, without limitation, by statute, regulation or judicial design, whether arising in tort, in contract, at law, in equity, *in personam* or *in rem*.

7. **Entire Agreement** – This Agreement constitutes the entire agreement between the Original Parties. This Agreement may not be modified or cancelled in any manner except by a writing signed by all the Original Parties. All Original Parties acknowledge that no representations or promises have been made other than those in this Agreement. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.
8. **Successors** – This Agreement binds all representatives, successors and assigns, of the respective Original Parties and inures to the benefit of all the Original Parties and their respective representatives.
9. **Interpretation** – This Agreement shall be construed as a whole according to its fair meaning. Unless the context indicates otherwise, the singular or plural number shall be deemed to include the other. This Agreement shall be governed by the statutes and common law of the State of Texas.
10. **Prior Agreements** – This Agreement supersedes any prior understandings or written or oral agreements between the Original Parties and contains the entire Agreement between the Original Parties as of the date of its execution.
11. **Modification** – This Agreement may be modified only in writing subscribed by the Original Parties.
12. **Contractual Agreement** – The Original Parties agree and acknowledge that the provisions of this Agreement are contractual and not mere recitals.
13. **Effective Date** – This Agreement shall be effective on the date it is approved by the governing boards.

14. **Enforcement Action** – If the terms of this Agreement are breached and an enforcement or other action is sought by any of the Original Parties, such action shall and must be first submitted to mediation with a mediator mutually agreeable to the Original Parties. Upon failure to successfully mediate this case, venue for an enforcement action will lie in Hidalgo County, Texas.
15. **Counterparts** – This Agreement may be executed in multiple counterparts all of which taken together will be deemed a single instrument.
16. **Further Assurances** - The Original Parties agree to perform any and all acts and execute any and all documents which may be reasonably necessary to fully carry out the provisions and intent of this Agreement.
17. **Severability** - In case any one or more provisions or portions hereof is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Approved by the City of Weslaco, Texas on the _____ day of November, 2016.

City of Weslaco, Texas

By: _____
Mayor

Attest:

City Secretary

By: _____

Approved by the Economic Development Corporation of Weslaco, Texas, on the _____ day of November, 2016.

Weslaco Economic Development Corporation

By: Mani McJannett
Executive Director

Attest:

By: _____
Secretary



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

November 1, 2016

Quality of Life

Alfresco Music & Art Festival – event was held, with over 4,000 attendees and 65 + vendors participated. The theme was “National Night Out” and the Police Department was a huge player. Downtown merchants, schools and many non-profit are participating and making the community event better.

Retail Prospects

The Board and I attend ICSC Texas Conference & Deal Making to meet with retailers, developers and retail tools. Rio South Texas Economic Council is working very closely with Weslaco. We got 15 leads and are following up on the leads.

Workshops

“Basics of Franchising”: WEDC held a seminar, with the Weslaco Chamber and UTRGV Small Business Development office, about the process and were introduce to many of the retail prospects that are franchise opportunities.

Prospects

The City of Weslaco and EDC of Weslaco had a Development Agreement Signing on October 18th with Texas A&M University – Kingsville to grow their program in the Rio Grande Valley. WEDC met with 4 prospects to inquire about their projects and work with them on their proposals.

The UTRGV CIC process is underway – getting contracts signed.

Media & Presentations

The EDC had 18 media promotions, promoting the Texas A&M University- Kingsville event and the “Basic of Franchising” workshops. There were 6 digital billboard ads, including: Mid Valley Truck & Trailer, Inc., El Real Michoacana, Mid Valley Airport, Alfresco and Basics of Franchising seminar.

Summary of Leads List

We have a summary of leads list that shows the prospects interested in expanding or coming to Weslaco. There are 38 leads, and that translates into 1,740 jobs and \$143 million dollars’ worth of investment if they all land in Weslaco. To date the WEDC has a total of 4 projects of WINS that create 79 jobs and \$3,156,326.

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OCTOBER 2016 TOURISM MARKETING REPORT FOR THE CITY OF WESLACO

OCTOBER ADVERTISING

- Advertising Placed:
 - Billboards promoting Nature (eastbound near Hutto Road) and Shopping (westbound after Premium Outlets) October --- \$2,300
 - Texas Border Business, ¼ page ad promoting ThinkWeslaco App --- \$450

WESLACO VISITOR INFORMATION MOBILE APP - ThinkWeslaco

- App promoted at Weslaco football game, Oct. 21 with 15 second promo on the Jumbo Tron, radio remote, giveaways from local restaurants, ThinkWeslaco keychains and t-shirts given to those that downloaded the app.
- 10,000 direct mail pieces were sent to 8,875 households and 1,190 businesses on October 10, 2016.
- ThinkWeslaco Facebook advertising placed on October 31st.
- The app currently has 458 users. Chamber staff continues to promote on the Chamber Facebook Page, Twitter and Instagram. The Chamber staff continues to solicit businesses for the Deals and Loyalty Card Program on the app. Currently have 11 deals and 8 Loyalty Card businesses.

NATURE TOURISM ADVERTISING

The Weslaco Chamber would like to thank the City of Weslaco for receiving and storing 5 pallets of South Texas Birding Guides. All of the guides have been distributed throughout the Rio Grande Valley, from South Padre, to Willacy County and then west to Rio Grande City and Laredo. All of the Texas Travel Information Centers will also be shipped guides. This is a joint publication published by the South Texas Nature Tourism Cooperative that promotes nature tourism from Southeast Texas to the western portions of South Texas. 65,000 booklets were printed.

MID VALLEY LIGHTED CHRISTMAS PARADE

The Chamber will organize and administer the Mid Valley Lighted Christmas Parade scheduled for Saturday, December 10th at 6:30 pm. The parade will be preceded by the Santa Dash at 5 pm on Texas Blvd. The Weslaco EDC and the City of Weslaco are participating in supporting the cost of the parade. This year's theme is *Christmas South of the Border*.

VISITOR CENTER

- Chamber Visitor Center Director Jason Vargas has begun preparing for Winter Texan season. Eighteen sponsors have been secured for the weekly coffee bar and weekly raffle donations are being solicited.
- Jason Vargas and Laura Espinoza gave a presentation to the Welcome Home RGV RV and Mobile Home Park Managers meeting hosted at the Weslaco Business Visitor Center, 40 attended. They were given Weslaco literature and ThinkWeslaco keychains.
- The Chamber has registered for the Winter Texan Connections Fair to be held November 8th at the McAllen Convention Center.

VISITATION – OCTOBER 2016

Visitors	In State/Out of State
September	560 /48

Visitor Center Events & Meetings	Attendance
16 events/meetings	520

Early Voting 10-24 to 10-30: 5,469