



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 6, 2019**

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, August 6, 2019 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. 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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 Special Meeting on July 23, 2019.
(Staffed by City Secretary Department.) Attachment.
- B. Approval of the renewal of the Host Agency Agreement with AARP Foundation for

the Senior Community Service Employment Program at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.) Attachment

- C. Approve Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative between GoodBuy and the City of Weslaco to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- D. Approve Interlocal Agreement between the City of Weslaco and South Texas College to enter into cooperative agreement to provide the terms and conditions for the use, maintenance, and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS", hereinafter referred to as "New World" for law enforcement dispatch services and authorized the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- E. Approval to purchase turnkey package, a 2020 Chevrolet Malibu Fleet vehicle for the Weslaco Police department in an amount not to exceed \$22,000 out of capital outlay budget and authorize the Mayor to execute any relate documents. Funds allocated for this purchase are currently available in Account line Item: 101-5202-550100 Capital Outlay. (Staffed by Police Department.)
- F. Approval on first reading of Ordinance 2019-27, authorizing and allow 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 and effective date for such actions and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-27. (Staffed by Finance Department.) Attachment
- G. Approval on Ordinance 2019-28 abandoning a portion of right-of-way of the extension of Tennessee Avenue south of Academy Street and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-28. (Staffed by City Manager Office.) Attachment
- H. Approval on the purchase of Panasonic Toughbook Laptop Computers for the Weslaco Police Department Patrol Division using DIR contract as budgeted in an amount not to exceed \$48,816 and authorize the Mayor to execute any related documents. (Staffed by Information Technology.) Attachment
- I. Approval of an agreement between South Texas Vo-Tech and the City of Weslaco

Public Library to allow for employment of Federal work-study students and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment

IV. OLD BUSINESS

- A. Discussion and clarification on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions. Possible action. (This item was tabled on July 16, 2019 ; staffed by Engineering Department.) Attachment

V. NEW BUSINESS

- A. Discussion and Consideration to approve an Ordinance 2019-29 of the City of Weslaco relating to underage drinking; imposing criminal and civil penalties and response cost; providing for codification; severability clause and an effective date and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-29. Possible action. (Staffed by Police Department.) Attachment
- B. Discussion and consideration to renew Health Insurance including EAP with Blue Cross Blue Shield and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- C. Discussion and consideration to renew Supplemental Insurance including 125 Cafeteria plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- D. Discussion and consideration to renew Life and AD&D and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- E. Discussion and consideration to renew the Workers Compensation Insurance with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- F. Discussion and consideration of Ordinance 2019-30 on First and final reading approving a negotiated resolution between the City and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance; and requiring delivery of this ordinance to the company and the City's legal counsel and authorize the Mayor to execute any related documents. Possible action. First and final reading of Ordinance 2019-30. (Staffed

by Finance Department.) Attachment

- G. Discussion and consideration to approve Ordinance 2019-31 budget amendment in the amount of \$92,000 for sewer line project on Pleasantview Drive and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-31. Possible action. (Staffed by Engineering Department) Attachment
- H. Discussion and consideration to approve the Interlocal Agreement with Hidalgo County Precinct 1 on cost participation for roadway improvements not to exceed \$55,104.78 for Mile 10 from Westgate Drive (Mile 6) to FM 88 (Mile 5) project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- I. Discussion and consideration to approve Allowance Expenditure Authorization No. 1 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- J. Discussion and consideration to approve Allowance Expenditure Authorization No. 2 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- K. Discussion and presentation of exterior colors as presented by Alvarado Architects for the North Side Fire Station Project. (Staffed by Airport.)

VI. REPORTS

- A. Report by Weslaco Area Chamber of Commerce.
- B. Report by Economic Development Corporation of Weslaco.
- C. Report by Inframark.

VII. 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 evaluation, reassignment, duties, discipline or dismissal of a police officer for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- C. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Seek City Attorney opinion relating to the Weslaco Fire Fighters Association Collective Bargaining Labor Agreement for October 1, 2018 - September 30, 2020 as authorized by §551.071 of the Texas Government Code.
- E. Legal Consultation - Seek City Attorney opinion on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions as authorized by section by §551.071 of the Texas Government Code.
- F. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by §551.071 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. 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 August,

2019 at 4:45 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/ Myra Ayala, 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/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board	Date:	Initials:
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Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2563	
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:			
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 Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar, Open Door Baptist 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 & Mission 2019			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
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



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2568	
From:			
Subject: Approval of the Minutes of the Special Meeting on July 23, 2019. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for Special Meeting on July 23, 2019.			
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):			
Aida Vega Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2589	
From: Veronica Ramirez			
Subject: Approval of the renewal of the Host Agency Agreement with AARP Foundation for the Senior Community Service Employment Program at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Human Resources 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):			
Veronica Ramirez		Created/Initiated	
Veronica Ramirez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: SCSEP, SCSEP Host Agency Agreement			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: July 19, 2019

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Senior Community Service Employment Program (SCSEP)

The city provides training and work experience to participants of SCSEP at no cost to the city.
Staff recommends approval.

HOST AGENCY AGREEMENT**Host Agency:** City of Weslaco**Phone:** (956) 968-3181**Fax:** (956) 968-6717**FEIN:** 74-600-2544**Address:** 255 South Kansas

Weslaco, TX 78596

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Program (SCSEP).

This agency is:

- ☐ **A Non-Profit Organization.**
(Tax exempt under the Internal Revenue code 501(c)(3))
- ☒ **A Public Organization.**

Enrollee Supervisors are:

- ☐ **Compensated with federal funds.**
- ☒ **Not compensated with federal funds.**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to do the following activities/tasks:
 - Accept referrals and interviews for employment outside the program;
 - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
 - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
 - Register and maintain registration with the State Employment Service and/or One Stop Center;
 - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.
- 5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.
- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to both electronically receive and send participant Time & Attendance Reports to and from the AARP Foundation office. "Reliable technology services" are those that can produce readable documents—not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot pay participants under SCSEP regulations and must place participants at an alternative agency.

10) Host agencies agree to consider competitive participants for any permanent job openings in the agency. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The Host Agency also agrees to the provisions outlined in the Participant and Host Agency Handbook as a condition of participation in the SCSEP.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties and to insure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment expressly includes driving, is approved in advance by AARP Foundation, and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the Hostagency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency should be responsible to ensure that participant maintains automobile liability insurance appropriate to cover performance of the assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct arising from instructions given to participant by host agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer work as part of participant's assignment. If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a) Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b) Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c) Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d) Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the Time Attendance Report in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP Office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

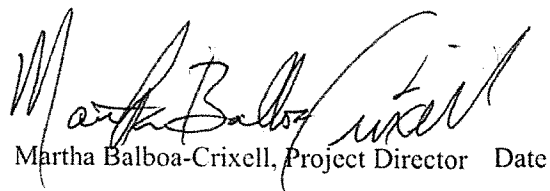
19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The Host Agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject any participant or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

David Suarez, Main Contact

Date


Martha Balboa-Crixell, Project Director Date

Please provide your current email address in the space below:

✓

SAFETY IS NO ACCIDENT



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2590	
From: Robert Lopez			
Subject: Approve Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative between GoodBuy and the City of Weslaco to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The GoodBuy Purchasing Cooperative ("GoodBuy"), is a Purchasing Cooperative authorized by Tex. Gov't Code §§ 791.001 et seq. as amended, operated by the Education Service Center, Region 2 ("Region 2 ESC"), a state agency, as authorized by Tex. Educ. Code ("TEC") §8.002 and TEC §44.031(a)(4).			
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):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Interlocal Agreement Good Buy			
Responsibilities upon Approval: A designated GoodBuy representative would have to be listed on the application. Fill out Program member information and signature.			



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: _____

Program Member Designated GoodBuy representative(s):

Name: _____

Contact Information: _____

Title: _____

(Address) _____

Email: _____

City: _____

Telephone: _____

State: _____

Facsimile: _____

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue. The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
2. Cooperation and Access. The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
3. Defense and Prosecution of Claims. The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
4. Legal Counsel. The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
5. Purchase Contracts. The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



Purchasing Program of the Education Service Center, Region 2

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2605	
From: Joel Rivera			
Subject: Approve Interlocal Agreement between the City of Weslaco and South Texas College to enter into cooperative agreement to provide the terms and conditions for the use, maintenance, and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS", hereinafter referred to as "New World" for law enforcement dispatch services and authorized the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this agreement is to provide the terms and conditions for the use, maintenance, and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS", hereinafter referred to as "New World" for law enforcement dispatch services. The Parties have determined that this Agreement is in the best interest of the Parties and their respective constituents as the services being provided are a government function.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature 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):			
Robert Lopez Robert Lopez Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: INTERLOCAL AGREEMENT City of Weslaco and STC New World			

Responsibilities upon Approval:
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STATE OF TEXAS

COUNTY OF HIDALGO

Interlocal Agreement

City of Weslaco and South Texas College

This Agreement is made on the ____ day of _____, 2019, by and between the City of Weslaco, Texas, a home rule municipal corporation, hereinafter referred to as "Weslaco" and South Texas College, hereinafter referred to as "STC". The Parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The purpose of this agreement is to provide the terms and conditions for the use, maintenance, and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS", hereinafter referred to as "New World" for law enforcement dispatch services. The Parties have determined that this Agreement is in the best interest of the Parties and their respective constituents as the services being provided are a government function.

I. Terms of Use

Beginning October 1, 2019, the Parties agree as follows:

- 1.1 Weslaco agrees to share with STC the "New World" software database for police operations.
- 1.2 STC agrees to pay Weslaco a share of the Maintenance cost for the "New World" software not to exceed Thirty Thousand and No/100th Dollars (\$30,000) annually for the first five (5) years of this agreement with an annual increase of five percent (5%) thereafter,
- 1.3 The annual payment is to be made a month prior to the due date for the maintenance contract fee.

1.4 Weslaco will be responsible for the providing STC access to the "New World" software database throughout the annual period.

1.5 The term of this agreement shall be two (2) years. There will be an option for multiple two (2) year extensions, which must be agreed to by both Parties. Either party must provide written notification of its intent to terminate this agreement at least ninety days prior to the termination of the agreement

II. General Provisions

2.1 None of the Parties shall discriminate against any person on the basis of race, religion, gender, creed, or national origin.

2.2 Nothing contained in this Agreement shall be deemed or construed by any Party hereto or by any third Party as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither any provision herein, nor any acts of the Parties shall create any relationship between the Parties other than that of independent contractors.

2.3 It is expressly understood and agreed that, in the execution of the agreement, neither party waives, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2.4 This agreement will be governed by state and federal laws and in conformity with all applicable ordinances of the Parties.

2.5 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas.

2.6 The Parties to this agreement acknowledge that it may be necessary to amend or modify this agreement from time to time in order to address additional concerns or issues that arise. However, no amendment,

modification, or alteration of the terms of this agreement shall be binding, unless the same is in writing, dated subsequent to the date hereof, and duly executed by an authorized representative of the Parties hereto.

2.7 To the extent allowed by law, STC will and does agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless by Weslaco and their respective elected officials, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending, settling any of the foregoing, by any person or entity, arising out of, caused by, or resulting from STC's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of STC, anyone directly employed by STC, or anyone else whose acts STC may be liable for. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Weslaco indemnity has by law or equity. All Parties will be entitled to be represented by counsel at their own expense. To the extent allowed by law, Weslaco will and does hereby agree to indemnify, protect, defend with counsel approved by STC, and hold harmless STC and their respective elected officials, officers, directors, attorneys, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind, or description, including responsible attorney's fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Weslaco's performance under, or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Weslaco's employees, anyone directly employed by Weslaco, or anyone whose acts Weslaco may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any STC indemnity has by law or equity. All Parties will be entitled to be represented by counsel at their own expense.

Dr. Shirley Reed
President, South Texas College

(Date)

David Suarez
Mayor of the City of Weslaco, Texas

(Date)

Attest:

Myra L. Ayala, City Secretary

Approved as to Form:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2591	
From: Robert Lopez			
Subject: Approval to purchase turnkey package, a 2020 Chevrolet Malibu Fleet vehicle for the Weslaco Police department in an amount not to exceed \$22,000 out of capital outlay budget and authorize the Mayor to execute any relate documents. Funds allocated for this purchase are currently available in Account line Item: 101-5202-550100 Capital Outlay. (Staffed by Police Department.)			
Background: In our FY 2018-2019 Weslaco Police Department budget, we requested to purchase six units to add to our fleet. Due to initial budget cuts, we were only able to purchase two units.			
Funding Source (budget code, if applicable): 01-512-4010			
Amount: \$22,000.00	Term of Impact: One time purchase	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):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any:			
Responsibilities upon Approval: City of Weslaco will have to approve GoodGuy Interlocal Agreement to purchase vehicle at quoted price.			



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2592	
From:			
Subject: Approval on first reading of Ordinance 2019-27, authorizing and allow 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 and effective date for such actions and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-27. (Staffed by Finance 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):			
Aida Vega Vidal Roman Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Letter TMRS, Weslaco Plan Change Study, Weslaco Projection Report, O2019-27 TMRS			
Responsibilities upon Approval:			



July 16, 2019

Via E-Mail

Mr. Mike Perez
City Manager
City of Weslaco
255 South Kansas Ave.
Weslaco, TX 78596-6158

Dear Mr. Perez:

We are pleased to enclose an ordinance for your city to adopt:

***50% Updated Service Credit, including Transfers
&
30% CPI Increase to Annuitants
Ad Hoc (one time only basis)***

With the adoption of these additional benefits, your city's contribution rate beginning January 1, 2020 will be **8.70%**

We would appreciate receiving a copy of this ordinance as soon as possible after its adoption.

If you have any questions or need additional assistance, please contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric W. Davis", written over a horizontal line.

Eric W. Davis
Deputy Executive Director



Plan Change Study

01354 Weslaco

GRID 2020

For Informational Purposes Only

Effective Date - January 1, 2020

Report Date - July 16, 2019

Proposed Plans

Plan Provisions

	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	0%	50%
Transfer USC **	No	Yes
Annuity Increase	0%	30%
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years

Contribution Rates

	<u>2020</u>	<u>2020</u>
Normal Cost Rate	5.30%	5.30%
Prior Service Rate	<u>2.97%</u>	<u>3.22%</u>
Retirement Rate	8.27%	8.52%
Supplemental Death Rate	<u>0.18%</u> (A & R)	<u>0.18%</u> (A & R)
Total Rate	8.45%	8.70%
Unfunded Actuarial Liability	\$3,855,337	\$4,112,044
Amortization Period	25 years	25 years
Funded Ratio	91.0%	90.4%
Phase-In Total Rate	N/A	N/A

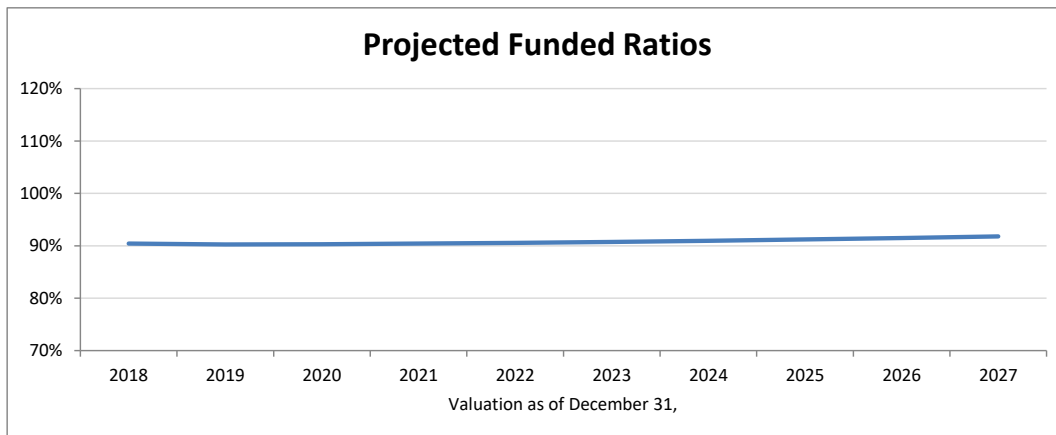
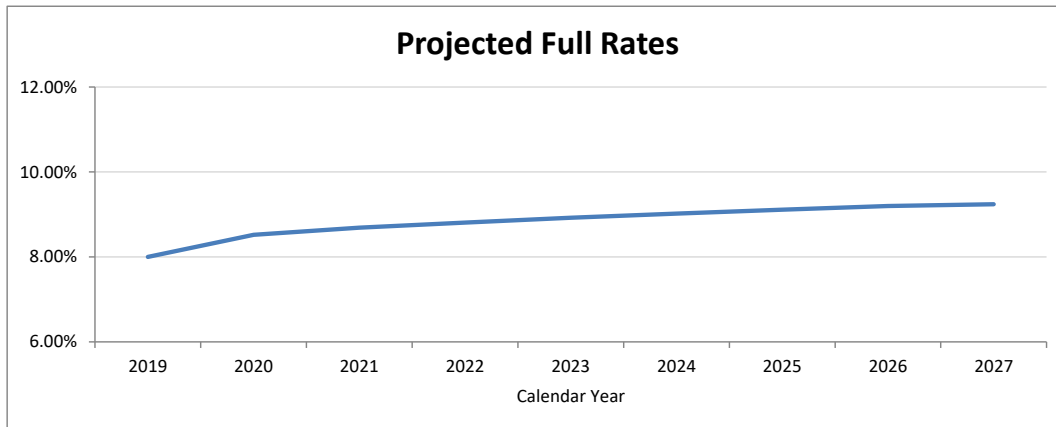
**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 25 eligible transfer employees on the valuation date.

Projection of Valuation Results - Pension Only

1354, Weslaco

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	50% Ad Hoc with Transfer
Employer Match Rate	2 - 1	COLA	30% Ad Hoc
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results								
	2019	2020	2021	2022	2023	2024	2025	2026	2027
Full Rate	8.00%	8.52%	8.69%	8.81%	8.92%	9.02%	9.11%	9.20%	9.24%
Est. Contribution	847,865	921,036	958,202	990,862	1,023,299	1,055,466	1,087,317	1,120,021	1,147,388
Funded Ratio	90.4%	90.3%	90.3%	90.4%	90.6%	90.7%	91.0%	91.2%	91.5%

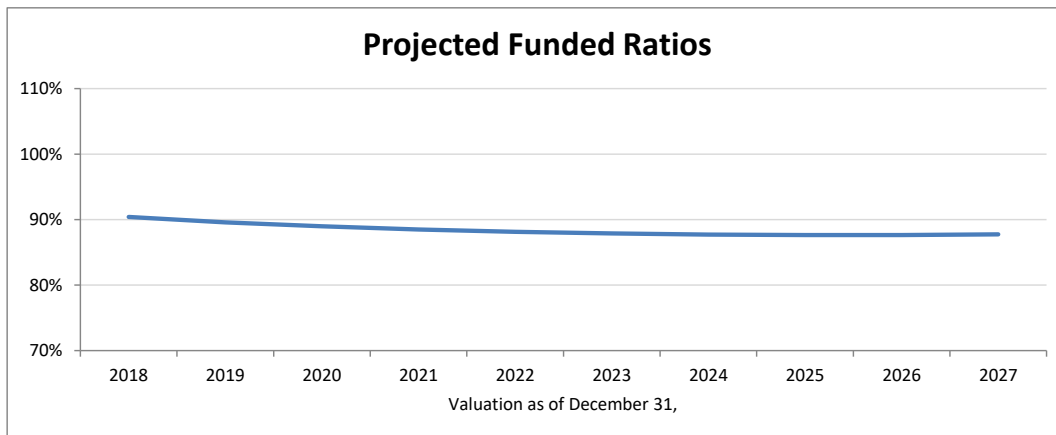
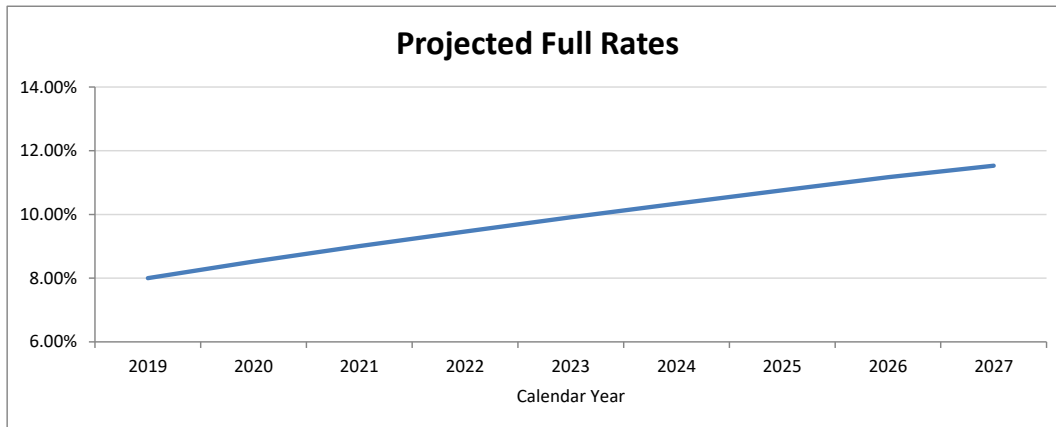


Projection of Valuation Results - Pension Only

1354, Weslaco

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	Yearly 50% Ad Hocs with Transfer
Employer Match Rate	2 - 1	COLA	Yearly 30% Ad Hocs
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results								
	2019	2020	2021	2022	2023	2024	2025	2026	2027
Full Rate	8.00%	8.52%	9.01%	9.46%	9.91%	10.34%	10.76%	11.17%	11.53%
Est. Contribution	847,865	921,036	993,487	1,063,968	1,136,871	1,209,925	1,284,252	1,359,851	1,431,751
Funded Ratio	90.4%	89.6%	89.0%	88.5%	88.1%	87.9%	87.7%	87.6%	87.6%





ORDINANCE 2019-27

TMRS-USC T CPI

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, 2020**.

Passed and approved this the 6th day of August, 2019.

Passed and approved on second reading this day of , 2019

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2604	
From: Benjamin Worsham			
Subject: Approval on Ordinance 2019-28 abandoning a portion of right-of-way of the extension of Tennessee Avenue south of Academy Street and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-28. (Staffed by City Manager Office.)			
Background: The City of Weslaco approved the subdivision plat that abandon half of the right of way of Tennessee Avenue as part of the City Cemetery. However, the west half of right of way of Tennessee Avenue was never properly abandoned and granted to the adjacent property owner. The City does not have any intention of extending Tennessee Avenue because of the location of the Cemetery to the South.			
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):			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo from City Manager, City Commission Minutes - April 1, 2008, Plat Aerial, O2019-28 Abandoning Tennessee Avenue- Ordinance			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

DATE: July 26, 2019
TO: Mayor David Suarez and the City Commission
FROM: Mike R. Perez, City Manager *MJP*
SUBJECT: Abandon 1/2 of Tennessee Avenue

On April 1, 2008, the Weslaco City Commission approved a subdivision plat that would have abandon ½ the right of way of Tennessee Avenue south of Academy. The east half is part of the City Cemetery.

The owner, Armando Cuellar had a disagreement with the engineer that preformed the subdivision plat and therefore never got it recorded.

Mr. Cuellar is asking the City to abandon the west half 25 ft. of Tennessee Avenue and a quick clean deed to him.

We see no issue in granting his request. Tennessee Avenue will never go south because it runs into the Cemetery, plus the City Commission had already approved his request on April 1, 2008.

Staff is recommending approval of this request.

Attachments:

Minutes of Weslaco City Commission of April 1, 2008
Aerial Map of Area
Subdivision Map of Area

WESLACO CITY COMMISSION

REGULAR MEETING

APRIL 1, 2008

On this 1st day of April, 2008 at 5:00 p.m., the City Commission of the City of Weslaco, Texas convened in Regular Session at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue. Amanda C. Elizondo, City Secretary, called the roll and the following City Officials were present.

NOTE: If any accommodation for a disability is required, notify the City Secretary's Office at (956) 968-3181, Ext 3101 prior to the meeting date.

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 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.

Mayor	Buddy de la Rosa
Mayor Pro-Tem	J.F. "Johnny" Cuellar
Commissioner	Soyla R. Gonzalez
Commissioner	Adrian Gonzalez
Commissioner	Rene Rodriguez, Jr.
City Manager	Anthony Covacevich
City Secretary	Amanda C. Elizondo
City Attorney	Ramon Vela

Also present: Jim Hiebert, Finance Director; Pete Garcia, Parks & Recreation Director; Adrian Torres, Senior Planner; and several staff members and citizens. Mayor Pro-Tem Cuellar called the meeting to order, a quorum was established and the following proceedings were held.

Pastor Guillermo Lopez, from First Baptist Church, gave the invocation. Mayor de la Rosa recited the Pledge of Allegiance and Mayor Pro-Tem Cuellar proceeded with the Pledge to the Texas Flag.

I. CONSENT AGENDA

NOTICE TO THE PUBLIC

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 or a citizen, 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 Minutes

1. Regular Meeting of March 18, 2008

B. Request from Weslaco H.E.B. Warehouse to use the Weslaco Service Center, Municipal Pool and Athletic Fields for their 1st Annual Company Picnic to be held on Sunday, May 18, 2008 and waive all fees associated with the event. Possible action.

Motion was made by Mayor Pro-Tem Cuellar and seconded by Commissioner A. Gonzalez to approve the item as presented. Motion carried unanimously.

5. Northcross Subdivision – being a 10.00 acre tract of land out of Farm Tract 115, Block 161, West Tract Subdivision, Hidalgo County, Texas. (Requested by Robert Trejo.) Possible action.

Mr. Torres stated the proposed subdivision consisted of 34 lots and was located inside the city limits on the west side of F.M. 88, North of Mile 9 North Road. He mentioned the City Commission had approved the subdivision plat on October 4, 2005 as El Nopal Subdivision, but had not been recorded. Mr. Torres stated the developer was requesting a variance for a 10 ft. rear yard setback instead of 25 ft. as required by Ordinance 320. He pointed out on March 19th the Planning and Zoning Commission recommended approval of the final plat with a variance of 15 ft. for the rear yard set back for Lots 1 through 8 and 25 through 32. Mr. Torres recommended compliance of the ordinance.

Mayor de la Rosa asked if staff was not allowing the variance.

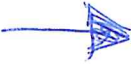
Mr. Torres responded he could not recommend against the ordinance and the property was zoned "R-2" for Apartment and Duplex.

Motion was made by Mayor Pro-Tem Cuellar and seconded by Commissioner A. Gonzalez to accept the recommendation of the Planning and Zoning Commission. Motion carried unanimously.

6. City of Weslaco Cemetery Subdivision, Block "L" – being a 0.183 acre tract of land out of all of Block "L", City of Weslaco Cemetery Subdivision, Hidalgo County, Texas located on the Southeast corner of Academy Drive and Tennessee Avenue. (Requested by the City of Weslaco) Possible action.

Mr. Torres stated the proposed subdivision consisted of three lots and was located inside the city limits and in a Flood Zone "B" area inside the 100-year flood and 500-year flood. He mentioned on March 19th the Planning and Zoning Commission recommended approval of the preliminary and final plat. He recommended approval of the request.

Motion was made by Commissioner A. Gonzalez and seconded by Mayor Pro-Tem Cuellar to approve the item as presented. Motion carried unanimously.

- 
7. Hummingbird Subdivision – being a re-subdivision of 0.858 of one acre of land consisting of 0.742 of one acre being all of Lots 1-5, Block 2 and 0.116 of one acre of land being the West 25.0 of Tennessee Avenue R-O-W adjacent to said Block 2, East Hollywood Subdivision, Hidalgo County, Texas located on the Southwest corner of Academy Drive and Tennessee Avenue. (Requested by City of Weslaco, Armando Cuellar and Debra Ann R. Cuellar) Possible action.

Mr. Torres stated the property description included the property and the right-of-way next to it.

Mayor Pro-Tem Cuellar abstained from this item.

Motion was made by Commissioner Rodriguez and seconded by Commissioner S. Gonzalez to approve the item as presented.

Motion carried as follows: FOR: Mayor de la Rosa, Commissioners: S. Gonzalez, A. Gonzalez and Rodriguez. ABSTAIN: Mayor Pro-Tem Cuellar

Mayor Pro-Tem Cuellar stated for purposes of a clarification, Tennessee Street was supposed to be extended all the way to the canal. He added the five lots were designed to be a subdivision and action was required to build the fence around the cemetery. Mayor Pro-Tem Cuellar stated the right-of-way was abandoned by the city and the homeowners were allowing for the development of the cemetery.

- D. Discussion and consideration to approve Payment No. 9 and final to Asago Construction Company in the amount of \$64,394.80 for services rendered in connection with the Colonia Las Palmas Improvements – City of Weslaco SWG Project No. 05-162 and approval of the Certificate of Construction Completion and Contractor's Final Release Waiver of Liens and Authorization to Disburse Funds and authorize the Mayor to execute any and all necessary forms. Possible action.

Randy Winston, City Engineer, recommended approval of the final payment for the Urban County Program/Colonia Las Palmas Project. He added David Salinas, Public Facilities Director and him had inspected the project and was in operation.

Motion was made by Commissioner A. Gonzalez and seconded by Commissioner S. Gonzalez to approve the final payment as presented. Motion carried unanimously.

- E. Status report from Hernan Gonzalez, Executive Director of the Economic Development Corporation of Weslaco regarding economic development activities. Possible action.

Hernan Gonzalez, Executive Director of the Economic Development Corporation of Weslaco highlighted the report on economic activities. He mentioned on the commercial development east of Expressway 83 from Wal-Mart, Phase I was under construction and Phase II was part of the Lowes Project. Mr. Gonzalez stated the tract had been closed.

- F. Discussion and consideration to approve a professional services agreement between the City of Weslaco and VA Architecture in relation to the 2007 Bond Issue Project for design documents for the New Operations and Maintenance Building at the North Wastewater Treatment Plant and authorize the Mayor to execute the agreement. Possible action.

Mr. Covacevich stated this item had been left out from the previous list of contracts that were approved by City Commission at the last regular meeting. He recommended approval of the agreement.

Motion was made by Mayor Pro-Tem Cuellar and seconded by Commissioner A. Gonzalez to approve the item as per the City Manager's recommendation. Motion carried unanimously.

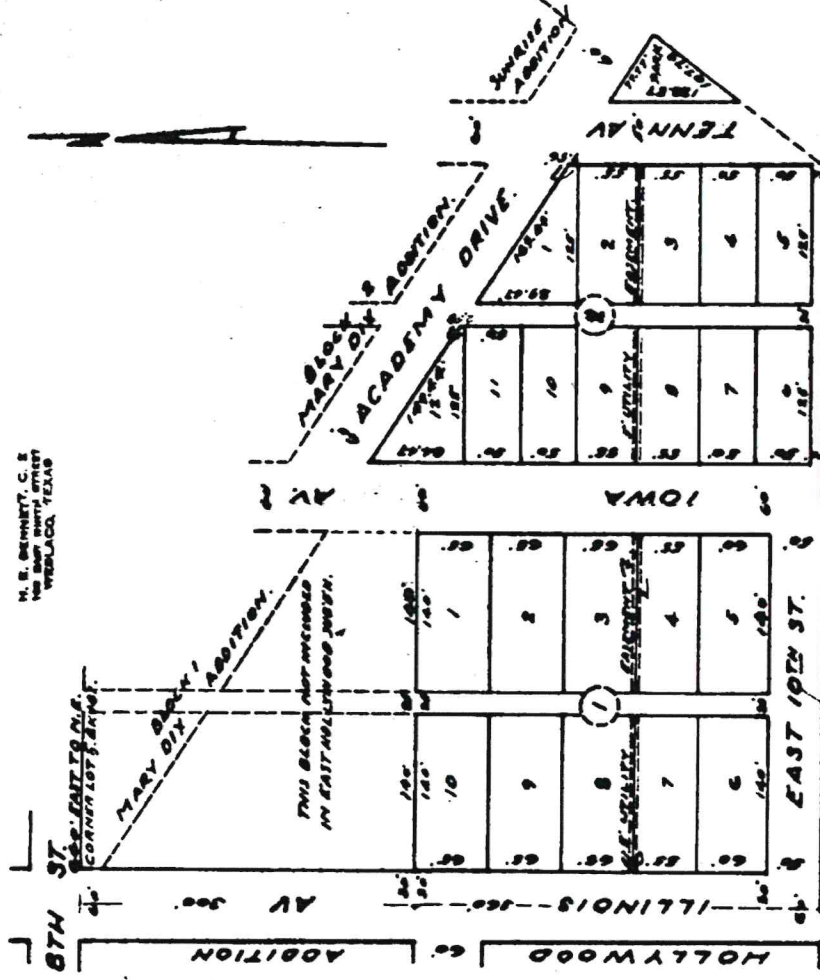
- G. Discussion and consideration to approve a professional services agreement between the City of Weslaco and Sigler, Winston & Greenwood Associates in relation to the 2007 Bond Issue Project to provide the initial study phase at the North Wastewater Treatment Plant for Plant Improvements and authorize the Mayor to execute the agreement. Possible action.

Mr. Covacevich stated this contract was for the North Sewer Plant for a fee of \$38,500. He added the project consisted of underground utility work and \$7,500 had been budgeted. Mr. Covacevich pointed out \$2,500 was for the underground utility drafting, \$36,000 for the preliminary report phase and \$2,500 for the base survey. He indicated the design phase and final design documents were not part of this project. Mr. Covacevich recommended approval of \$38,500 for Sigler, Winston, Greenwood & Associates, \$10,000 for the underground utility work and underground utility surveying with a possibility of additional cost.

PLAT OF
EAST HOLLYWOOD SUBDIVISION
IN
WESLACO, HIDALGO CO. TEXAS.

2014187036

FEB 1956.



STATE OF TEXAS,
COUNTY HIDALGO:

FROM ALL NEW IT PRESIDENTS, THAT MR. J. S. MEMBERS,
FENTLES RUSSELL AND KILPATRICK, CHAIRMAN OF THAT COMMITTEE, 15-25, AGING
OF THE LAST 702 AGING OF THE NORTH 17 OF AGING OF THE LAST 702 AGING
THE WEST TROOP SUBDIVISION IN HIGHLAND COUNTY, TEXAS, WAS PLACED IN
SUFFERED, SUBDIVISION AND PLACED AS SHOWN HEREON TO BE KNOWN AS THE LAST
MOLLYWOOD SUBDIVISION IN THE CITY OF MESQUITE, HIGHLAND COUNTY, TEXAS, AND NO
NO MONEY DEDICATE TO THE PUBLIC, FOR PUBLIC USE FOREVER, ALL AGENCIES, STRAIGHT,
ALLETTS AND PART, AS SHOWN ON THIS PLAT.

EXECUTED THIS, THE 26th DAY OF FEBRUARY, A. D. 1933.

STATE OF TEXAS,
COUNTY HIDALGO:

BEFORE ME. THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS DAY PERSONALLY APPEARED J. S. MENAUS, MELISSA MUSELL AND ELENA GARZA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAID FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 28th DAY OF
 1955.

Eme
O. M. Durham
NOTARY PUBLIC IN & FOR
Midland County, Texas.

STATE OF TEXAS;
COUNTY HIDE CO;

THIS IS TO CERTIFY THAT THE FOREGOING PLAT IS, TO THE BEST OF MY KNOWLEDGE, A FULL, TRUE AND CORRECT REPRESENTATION OF THE ABOVE DESCRIBED SUBDIVISION, AS SURVEYED OUT OF THE GROUND AND SUBDIVIDED INTO BLOCKS, STRAITS, LOTS, ALIENS AND A FARM, AS PLATTED HEREON BY ME.

WITNESS MY HAND AND SEAL THIS, THE 14th DAY OF FEBRUARY, 1964.

STATE OF TEXAS,
COUNTY HIDEALGO:

SWORN AND SUBSCRIBED TO BEFORE ME THIS, ~~24th~~ 25th DAY OF MARCH.

STATE OF TEXAS;
COUNTY HIDALGO;
CITY MESLACO;

APPROVED BY THE CITY COMMISSION OF THE CITY OF WILMINGTON, TEXAS,
MEETING HELD ON THE 11th DAY OF ~~June~~ July A. D. 1925.

V. O. THOMPSON, City Secretary.

APPROVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS, THIS THE
DAY OF . . . A. D. 1955.

COUNTY CLERK.

---COUNTY JUDGE, HIDALGO CO.,
TEXAS.

1557.



ORDINANCE NO. 2019-28

AN ORDINANCE TO ABANDON THE WEST 30-FEET OF RIGHT-OF-WAY ALSO BEING TENNESSEE AVENUE ALONG THE EASTSIDE LOTS 1 THROUGH 5 BLOCK 2 EAST HOLLYWOOD SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Abandoning the west 30-foot right-of-way also being Tennessee Avenue along the Eastside Lot 1 through 5 Block 2 East Hollywood Subdivision, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of August, 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2608	
From:			
Subject: Approval on the purchase of Panasonic Toughbook Laptop Computers for the Weslaco Police Department Patrol Division using DIR contract as budgeted in an amount not to exceed \$48,816 and authorize the Mayor to execute any related documents. (Staffed by Information Technology.)			
Background: Pricing was obtained from three city authorized vendors, CDW, PCMG and Southern Computer Warehouse, using the Texas DIR state contract. Based on pricing received for laptop computer model, Panasonic Toughbook 33, i5-7300U 8GB RAM 256GB SSD, the City of Weslaco will purchase twelve laptop computers. Laptop Computers will be installed for Weslaco Police Department Patrol Vehicles. PCMG provided the lowest quote for forty-one computers and monitors.			
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):			
Leo Gonzales		Created/Initiated	
Leo Gonzales		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends the purchase of laptop computer hardware in the amount not to exceed the approved budgeted amount of \$48,816.00 from PCMG.			
Attachments, if any: CDW_Panasonic_Quote, PanasonicToughBookPCMGQuote2, Scw_Quote_100187023			
Responsibilities upon Approval:			

QUOTE CONFIRMATION



DEAR LEO GONZALES JR.,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KSRN378	7/12/2019	CF33 PROJECT	4298270	\$48,911.40

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 33 - 12" - Core i5 7300U - 8 GB RAM - 256 GB SSD Mfg. Part#: CF-YCZC3318M UNSPSC: 43211509 TOUGHBOOK CF-33 8GB 256GB SSD SYST 12IN WL BT Contract: National IPA Technology Solutions (2018011-01)	12	5640904	\$4,075.95	\$48,911.40

PURCHASER BILLING INFO	SUBTOTAL	\$48,911.40
Billing Address: CITY OF WESLACO ACCTS PAYABLE 255 S KANSAS AVE WESLACO, TX 78596-6158 Phone: (956) 968-3181 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$48,911.40
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF WESLACO 255 S KANSAS AVE WESLACO, TX 78596-6158 Phone: (956) 968-3181 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Raimondi

(877) 685-2969

johnrai@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Quote Number:	2897797	Created By:	Maikol Garay
Description:	Toughbooks Project	Created Date:	05/15/2019 10:27:50 AM
Contact Name:	Leo Gonzales	Modified By:	Maikol Garay
Contact Email:	leo.gonzales@weslacotx.gov	Modified Date:	07/24/2019 08:04:54 AM
PO Number:		Order Notes:	DIR-TSO-4025
Phone Number:			
Fax Number:			
Ship Via:	Best Way - Ground		

BILL TO

CITY OF WESLACO (10011116)
255 SOUTH KANSAS
WESLACO TX 78596

SHIP TO

CITY OF WESLACO (10011116)
ATTN: ACCOUNTS PAYABLE
255 SOUTH KANSAS
WESLACO TX 78596

QUOTE ITEMS

	Description	Qty	Price	Ext Price
System 1				
	Toughbook 33 - 12" - Core i5 7300U - 8 GB RAM - 256 GB SSD Mfr: Panasonic Mfr #: CF-YCZC3318M	12	4,068.00	48,816.00
Quote is valid until 07/24/2019				
				System Subtotal in USD: 48,816.00
				Subtotal in USD: 48,816.00
				Best Way - Ground Shipping: 0.00
				Total Tax: 0.00
				Total: 48,816.00

Thank you for giving PCM-G the opportunity to quote you these items.

We look forward to doing business with you in the future.

Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.

Times listed are Pacific Standard Time (PST).



SCW

Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100187023 - Panasonic CF-33

Cust #: CO7397 (City of Weslaco TX)

Quote Date: Jul 1, 2019

Sold to:

ACCOUNTS PAYABLE
City of Weslaco TX
255 S Kansas
Weslaco, Texas, 78596
T: 956-968-6253
leo.gonzales@weslacotx.gov

Ship to:

REF PO
City of Weslaco TX
255 S Kansas
Weslaco, Texas, 78596
T: 956-968-6253
leo.gonzales@weslacotx.gov

Payment Method

No Payment Information Required

Shipping Method: Free Shipping

Free Shipping

(Total Shipping Charges \$0.00)

Notes: DIR TSO 4025

#	Products	SKU	Price	Qty	Subtotal
1	Cf 33 8Gb 256Gb Ssd , Toughbook Cf-33 8Gb 256Gb Ssd 12In Wl Bt, Cf33 I5/2.6 12Tch 8Gb 256Gb Ssd 4G W10P Cf33 I5/2.6 12Tch 8Gb 256Gb Ssd 4G W10P CF-YCZC3318M	PAN-CF-YCZC3318M	\$4,207.02	12	\$50,484.24

Subtotal: \$50,484.24

Tax: \$0.00

Grand Total (Incl. Tax): \$50,484.24

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

Due to the volatile trade conditions between the US and China, prices are fluctuating daily as tariffs are imposed.

Josh Reardon
Josh.Reardon@scw.com
1395 S Marietta Pkwy Bldg 300-106
Marietta GA 30067
877-468-6729 x291

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

July 26, 2019

To: David Suarez, Mayor; Greg Kerr, Mayor Pro-Tem; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Jose "J.P." Rodriguez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Request to authorize South Texas Vo-Tech Work-Study Agreement

Through the Texas College Work-Study Program community agencies can hire college students to assist within their institutions. The agreement proposes to allow the library to obtain student assistance at no cost, while providing financial aid opportunities to local and area students.

The South Texas Vo-Tech Off-Campus Work Study Program is a beneficial partnership that allows for employment of students at no cost to the City. This is another partnership the library is looking to use in order to supplement its workforce at low or no cost. Previous work-study partnerships with UTRGV and STC have been extremely beneficial. If successful, the library will work toward continuing this annual partnership.

Library staff strongly supports the request. 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

FWS Off-Campus Agreement

This agreement is entered into between _____, hereinafter know as the "Institution," and City of Sweden hereinafter known as the "Organization," a private non-profit organization, for the purpose of providing work to students eligible for the Federal Work-Study Program {FWS}.

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the institution and the organization and must set forth:

1. Brief descriptions of the work to be performed by students under this agreement;
2. The total number of students to be employed;
3. The hourly rates of pay; and
4. The average number of hours per week each student will be used.

These schedules will also state the total length of time the project is expected to run, the total percent, if any, of student compensation that the organization will pay to the institution, and the total percent, if any, of the cost of employer's payroll contribution to be borne by the organization. The institution will inform the organization of the maximum number of hours per week a student may work.

Students will be made available to the organization by the institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the organization by the institution, either on its own initiative or at the request of the organization. The organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

Transportation for students to and from their work assignments will not be provided by either the institution or the organization.

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the organization, and to determine that the students do in fact perform their work. The organization's right is limited to direction of the details and means by which the result is to be accomplished.

Compensation of students for work performed on a project under this agreement will be disbursed and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State social security laws, or under other applicable laws, will be made by the institution.

The organization should furnish to the institution for each payroll period the following records for review and retention:

1. Time reports indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported.
2. A timesheet identifying the period of work, the name of each student, each student's hourly wage rate, and the number of hours each student worked.

Institution Representative

Date

Organization Representative
City of Weslaco

Date



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2579	
From: Benjamin Worsham			
Subject: Discussion and clarification on the interpretation of Ordinance 2018-21, Section 26-34 Drainage relating to the 50-year storm drainage requirements on existing subdivisions. Possible action. (This item was tabled on July 16, 2019 ; staffed by Engineering Department.)			
Background: The purpose of this item is to remove any ambiguity in the drainage requirements for existing drainage facilities by clarifying the classification for the required flood event detention for the construction or remodel of a site.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First 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 Rebekah De La Fuente Benjamin Worsham Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: O2018-21 Sec. _26_34 Drainage			
Responsibilities upon Approval: Planning staff will enforce ordinance.			

ORDINANCE 2018-21

AN ORDINANCE AMENDING ORDINANCE NUMBER 2013-22, THE CITY OF WESLACO SUBDIVISIONS ORDINANCE; CODIFIED AS APPENDIX B, ARTICLE I OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2013-22 passed and approved on October 15, 2013 as “Subdivisions” and Codified as Article I, Section 26-34 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Subdivisions ordinance sections will be adopted and codified as Appendix B, Article I, Section 26-34 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

APPENDIX B

Article I

Sec.26-34 . DRAINAGE.

- (a) *Easement.* Where a subdivision is traversed by a watercourse, drainageway, natural channel, stream or where there is a necessity for such as determined by the planning and zoning commission, there shall be provided an easement or right-of-way conforming substantially to the limit of such watercourse. A 75-foot drainage ditch easement shall be required from the centerline of the drainage ditch, unless the City of Weslaco Master Storm Water Drainage Plan indicates otherwise. A minimum of a ten-foot access roadway for maintenance shall be required on the perimeter of the drainage ditch.
- (b) *Drainage facilities.* Drainage facilities shall be provided and constructed at the expense of the subdivider pursuant to the city drainage policy and as specified and/or recommended by the city engineer and approved by City Commission.
- (c) *Drainage policy.* No subdivision will be approved unless calculations submitted by the project engineer show that the projected runoff for the proposed subdivision, based on a fifty-year flood event, will not be greater than the natural runoff. Any water in excess of natural runoff must be detained on-site and released at existing ten-year flood rate. These flows may be exceeded only if off-site improvements and/or facilities are provided which, in the opinion of the city engineer and the planning and zoning commission and city commission, serve as adequate drainage facilities. Any property must provide an amount of floodwater storage capacity after development, which is not less than the preexisting

floodwater storage capacity of such property during the 100-year flood, regardless of whether such preexisting flood storage capacity is due to natural or artificial causes. The project engineer shall provide such information as required by the city to demonstrate compliance with the city drainage policy.

Fifty-year flood detention is required for all developments except for two cases:

- i. *Small projects.* The table below identifies small projects.

SMALL PROJECT EXCEPTION DESCRIPTION

1.	Construction of a building or parking lot if the proposed construction does not require a variance from a water quality regulation, does not exceed 5,000 square feet of impervious cover and the construction site does not exceed 10,000 square feet (includes construction, clearing, grading, construction equipment access, driveway reconstruction, temporary installations, landscaping and other areas planning director or city engineer determine part of construction site).
2.	Construction of a storm sewer not more than 30 inches in diameter that is entirely on public right-of-way or easement.
3.	Construction of a utility line not more than 8 inches in diameter that is entirely in public right-of-way.
4.	Construction of a left turn lane on a divided arterial street.
5.	Construction of street intersection improvements.
6.	Widening of public street to provide a deceleration lane if additional right-of-way is not required.
7.	Depositing less than two feet of earth fill, if site is not in the 100 year floodplain and the fill is not to be deposited within the dripline of a protected tree.
8.	Minor development that the planning director and/or city engineer determine similar to items described above.

- ii. *Storm water quality.* In an attempt to help reduce the amount of pollutant being discharged into the Arroyo Colorado Watershed, city will consider reducing the amount of storm water detention, if low impact development techniques are used to hold storm runoff. There are many practices that have been used to adhere to these principles such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. City engineer must approve these techniques and quantities before storm detention requirement is reduced.
- (d) *Existing facilities.* Facilities currently discharging storm water to streets without detention will be required to detain storm water run-off if a building permit is requested, if the building does not meet small project exception. The minimum detention requirements shall be based on the building being constructed or remodeled. The storm water run-off may be detained in the landscaped area.
- (e) *Lot grading:* All lots shall be graded so that storm water run-off is directed to the street fronting the lot. If a lot has double frontage, the city engineer and/or planning director may allow for the drainage of the lot to be split such that a portion of the run-off is directed to the street in front of the lot with the remainder of the run-off directed to the street at the rear of the lot.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of August 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of August 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2570	
From:			
Subject: Discussion and Consideration to approve an Ordinance 2019-29 of the City of Weslaco relating to underage drinking; imposing criminal and civil penalties and response cost; providing for codification; severability clause and an effective date and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-29. Possible action. (Staffed by Police 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):			
Roxanne Saavedra Robert Lopez Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: O2019-29 Social Host Alcohol Ordinance			
Responsibilities upon Approval:			

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE CITY OF WESLACO RELATING TO UNDERAGE DRINKING; IMPOSING CRIMINAL AND CIVIL PENALTIES AND RESPONSE COSTS; PROVIDING FOR CODIFICATION; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, The City of Weslaco, a Home Rule Municipality and pursuant to the powers delegated to it by the Texas Constitution and its Home Rule Charter, has the authority to enact laws which promote the public health, safety and general welfare of its residents; and

WHEREAS, the occurrence of underage drinking on gatherings involving private property is a threat to the public health, safety, quiet enjoyment of residential property and the general welfare; and

WHEREAS, Chapter 106 of the State of Texas Alcoholic Beverage Code makes it unlawful for a person under the age of twenty-one (21) years to purchase or attempt to purchase, or consume alcoholic beverages under certain circumstances and makes it unlawful for any person to sell or provide any alcoholic beverage to any person under the age of twenty-one (21) years; and

WHEREAS, in 2018 the City of Weslaco personnel responded to calls for service due to complaints involving underage drinking at gatherings;

WHEREAS, in 2018 City of Weslaco personnel issued citations to minors in possession of alcohol, and data indicates underage youth most often obtain alcohol in social gatherings; and

WHEREAS, law enforcement response to gatherings involving underage drinking causes a drain of law enforcement resources and leaves other areas of the City with inadequate law enforcement protection and results in a disproportionate expenditure of public safety resources, which are underwritten by general taxes paid to the City by its taxpayers and residents; and

WHEREAS, alcohol policy research regarding underage drinking reflects that when communities reduce youth access to alcohol, communities experience reductions in youth alcohol use and related problems and reducing youth access to alcohol from social sources have been recognized as a best practice by the Institutes of Medicine; and

WHEREAS, communities that have adopted appropriate ordinances have seen reductions in the size of gatherings, reductions in youth perception of ease of access to alcohol, and reductions in repeat calls for service for such gatherings; and

WHEREAS, the ability of law enforcement to abate gatherings where alcohol is consumed by minors on private property will help to decrease abuse of alcohol by minors, physical altercations and injuries, sexual assaults, truancy, driving under the influence of alcohol, adolescent crime, motor vehicle crashes, neighborhood vandalism and excessive noise disturbance thereby improving public safety and overall quality of life of City residents; and

WHEREAS, persons held responsible for abetting or allowing gatherings that feature underage drinking will be more likely to properly supervise or stop such conduct at gatherings held on property in their possession or under their control; and

WHEREAS, problems associated with such gatherings at which alcoholic beverages are

served to, consumed by or in the possession of underage persons are more easily deterred or prevented if law enforcement has the additional legal authority to issue a citation for a fine and/ or a citation for the cost of public safety response; and

WHEREAS, the intent of this chapter is to protect the public health, safety, quiet enjoyment of residential property, and general welfare, rather than to punish. Persons who actively or passively aid, abet, or allow gatherings involving underage drinking shall be held liable for the nuisances created by such gatherings by the imposition of fine(s) for such violations and/ or the costs associated with responding to such gatherings;

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

The City of Weslaco Code of Ordinances are hereby amended by adding the following, to be known as the "Underage Drinking Ordinance", which reads in its entirety.

Chapter 11

UNDERAGE DRINKING ORDINANCE

Sections:

11.01 Title

11.02 Legislative purpose.

11.03 Legislative findings.

11.04 Definitions.

11.05 Prohibition of gatherings involving underage drinking.

11.06 Protected activities.

11.07 Violation(s) – penalties.

11.08 Imposition of cost recovery fee for public safety responses.

11.09 Hearings on the imposition of penalty and/or imposition of cost recovery fee for public safety response-Appeals.

11.10 Billing and penalty and cost recovery fee for public safety Responses-Debt to city-Enforcement.

11.11 Remedies Cumulative-Actions-Relationship to other laws.

11.01 Title.

This chapter shall be known as the "Underage Drinking Ordinance".

11.02 Legislative purpose.

The purposes of this chapter are to:

- A. Protect the public health, safety and general welfare;
- B. Promote the reduction of underage drinking by imposing a fine on persons or entities responsible for gatherings where alcohol is consumed by, served to or in the possession of underage persons;
- C. Facilitate the enforcement of laws prohibiting the service to, consumption of or possession of alcoholic beverages by underage persons; and
- D. To offset the City's costs associated with providing fire, police, and other emergency

services to gatherings involving underage drinking, by imposing a fee upon the persons or entity responsible for the gathering involving underage drinking to occur on their premises, at their residences, or at rented facilities.

11.03 Legislative findings.

The recitals set forth above are incorporated herein as legislative findings by the City Council.

11.04 Definitions.

For the purpose of this chapter, the following definitions shall apply:

"Alcohol" means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, or whatever source or by whatever process produced.

"Alcoholic beverage" includes alcohol, spirits, liquor, wine, beer, ale and every liquid or solid containing alcohol, spirits, liquor, wine, beer or ale, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Juvenile" means any person less than eighteen years of age.

"Gathering involving underage drinking" means a party or gathering of two or more persons at a residence or on other private property or rented public property upon which any underage persons, including minors and juveniles, possess or consume alcoholic beverages.

"Minor" means any person less than twenty-one years of age.

"Other private property" refers to hotel or motel room; an assembly hall or meeting room; a common room of a dwelling unit used for a party (e.g., recreation room of an apartment building); a site in a privately-owned campground; privately owned vacant lot; privately owned agricultural land; or privately owned rural land whether occupied as a dwelling, part or other social function, and whether owned, leased, rented or used without compensation.

"Person responsible for the gathering" means and includes, but is not limited to:

1. The person who owns, rents, leases or consents to the use of the premises where the gathering occurs; and/ or
2. The person in control of the premises; and/ or
3. The person who organized the gathering. If the person responsible for the gathering is a juvenile, then the juvenile and the parents or guardians of that juvenile who knowingly permit a gathering will be jointly and severally liable for the fine and/ or for the costs incurred for public safety services pursuant to this chapter.

"Public safety services" and/ or "Response costs" means the costs associated with responses by law enforcement, fire and other emergency response providers to gatherings involving underage drinking, including but not limited to:

1. The portion of the cost of salaries and benefits of law enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the gathering(s) involving underage drinking, and the administrative costs attributable to such response(s);

2. The cost of any medical treatment to or for any law enforcement, fire or other emergency response personnel injured responding to, remaining at or leaving the scene of a gathering involving underage drinking; and
3. The cost of the use of any equipment or property, and the cost of repairing any equipment or property damaged, in responding to, remaining at or leaving the scene of a gathering involving underage drinking.

"Residence" includes a dwelling unit such as a home, condominium or apartment; structures on the residence other than the dwelling unit such as a garage, studio, tent, boat dock, swimming pool, barn or boat house; land on the residence whether improved or unimproved such as a yard, patio, open fields, piers or lake shores; water bodies on the residence such as a pond, lake, river or stream; a motor vehicle, camper or trailer located on the residence or a boat, watercraft, or other marine vessel located on the residence whether occupied on a temporary or permanent basis, whether occupied as a dwelling or for a party or gathering, and whether owned, leased, rented, or used with or without compensation.

"Underage person" means any person less than twenty-one years of age and shall have the same meaning as "minor," defined above.

11.05 Prohibition of gatherings involving underage drinking.

No person shall suffer, permit or host a gathering involving underage drinking at his or her place of residence or other private property, place or premises or host a gathering of two or more persons at a public place under his or her control.

11.06 Protected activities.

This ordinance shall not apply to activities duly permitted by the State of Texas or the City of Weslaco; or to activities protected by the First or Fourteenth Amendments to the United States Constitution or other protected activity authorized by Texas Alcohol Beverage Commission.

11.07 Violation(s) – Civil penalties.

It shall be a fineable violation for a person to conduct or knowingly allow a gathering involving underage drinking where alcohol is served to, consumed by or in the possession of an underaged person on premises controlled by the person responsible for the gathering, on premises rented by or to the person responsible for the gathering, on premises where the person responsible for the gathering resides or on premises where the person responsible for the gathering is in control of such premises during the gathering. Law enforcement personnel, at his or her discretion, may immediately issue a citation for this violation. No first warning shall be required in order for law enforcement to issue a citation.

- A. Civil penalty: A first violation of this section shall result in a Notice of Violation with a Five Hundred Dollar (\$500) fine. A second violation shall result in a Notice of Violation with a Seven Hundred and Fifty Dollar (\$750) fine. A third or subsequent violation shall result in a Notice of Violation with a One Thousand Dollar (\$1,000) fine.
- B. Peace officers employed by the City of Weslaco are hereby authorized to issue Notices of Violations for violations of the Chapter. A City police officer shall give notice of a violation of this section by issuing a Notice of Violation to any and all responsible persons identified by law enforcement within thirty (30) days of the violation. The Notice of Violation shall also give notice of the right to request a Trial to challenge the validity of the Notice of Violation.
- C. The penalty prescribed in this section is in addition to any cost recovery fee for public safety responses that may be assessed pursuant to Section 11.08.

- D. In the event that the responsible person who is in violation of this section is a juvenile, then the juvenile and the parents or guardians of that juvenile who knowingly permitted a gathering will be jointly and severally liable for the violation.

11.08 Imposition of cost recovery fee for public safety responses.

In addition to any criminal penalty imposed for violation of this section, when any gathering involving underage drinking occurs at a residence or on other private property or rented public property a peace officer at the scene determines that there is a threat to the public peace, health, safety or general welfare, the peace officer shall give to the person(s) responsible for the gathering warning that a second or follow up violation of this section on the same date or within six months of the date of the warning shall result in his/her/their liability for the cost of providing public safety services (i.e., fire, ambulance, sheriff, and other emergency providers). The requirement of a first warning does not limit the ability of public safety personnel to issue a citation for the imposition of penalties for cost recovery on the same day that the warning is given if the warning does not end the gathering involving underage drinking. The cost recovery for public safety responses shall be separate and distinct from a fine for a violation described in Section 11.07.

- A. The amount of cost recovery under this subsection shall be the response costs.
B. The City of Weslaco Police Department shall develop a schedule of costs for use in determining response costs subject to this Chapter.
C. In the event that the responsible person who is in violation of this section is a juvenile, then the juvenile and the parents or guardians of that juvenile who knowingly permitted the gathering will be jointly and severally liable for the imposition of penalties for the cost of providing public safety services.
D. If there is more than one responsible person for the gathering then each responsible person shall be jointly and severally liable for the penalty and/ or for the costs incurred for public safety services pursuant to this chapter.
E. Recovery fee(s) shall not be imposed for the medical response costs in those situations where those present at the gathering call for emergency services for an actual emergency at the premises.

11.09 Hearings on the imposition of fine and/or imposition of cost recovery fee for public safety response-Appeals.

A. The City Commission hereby appoints the person holding the position of Municipal Judge as the Administrative Hearings Officer ("Hearings Officer") to learn imposition of civil cost recovery.

B. Any person subject to a penalty pursuant to Section 11.07 or subject to a cost recovery fee for public safety responses pursuant to Section 11.08 shall have the right to request an administrative hearing within forty-five (45) days of the issuance of a Notice of Violation. To request such a hearing, the person requesting the hearing shall notify the mailing clerk in writing within forty-five (45) days of the issuance of the citation.

C. The Municipal Judge is delegated the power and duty to hear any appeal hearing under Section 11.09. The Municipal Judge shall conduct a hearing on the matter within ninety days (90) of the request for the hearing unless one of the parties requests a continuance for good cause. The Municipal Judge shall render a decision within thirty days (30) of the conclusion of the hearing. The Municipal Judge shall have the sole authority for sustaining or overturning a Notice of Violation or imposition of response costs issued under this Chapter. The decision of the Municipal Judge shall be final; subject to any applicable law.

11.10 Billing and penalty and cost recovery fee for public safety responses--Debt

to City-Enforcement.

A. The amount of the penalty and/ or cost recovery fee for public safety responses shall be deemed a debt owed to the City by the person responsible for the gathering, and, if that person is a juvenile, then also his/her parents or guardians who knowingly permitted the gathering. Any person owing such penalty and/ or fees shall be liable in an action brought in the name of the City for recovery of such penalty and/ or fees.

The Police Chief shall mail notice via certified mail within twenty (20) days of the response for which the person is liable giving rise to such costs. The Police Chief shall calculate and compile an itemized list of applicable response costs. The notice shall contain the following information:

1. The name(s) of the person(s) being held liable for the payment of such costs;
2. The address of the residence or other private property where the gathering involving underage drinking occurred;
3. The date and time of the response;
4. The law enforcement, fire and/ or emergency service responder who responded;
5. The date and time of any previous warning given pursuant to Section 11.08;
6. An itemized list of the response costs for which the person(s) is liable;
7. Information regarding the date payment is due; and
8. The right to request an administrative hearing to challenge the imposition of response costs and/ or penalties.

The responsible person must remit payment of the noticed costs and/ or penalties to the City within forty- five (45) days of the notice thereof. The payment of any such costs shall be stayed upon a timely request for an administrative hearing made pursuant to Section 11.09.

B. City Council shall have the authority to file any action or proceeding to recover such penalties, public safety response costs, expenses and/ or penalties, and take any other actions at law which he may deem necessary to recover same.

11.11 Remedies Cumulative-Actions-Relationship to other laws.

A. The remedies provided under this chapter are cumulative, and shall not restrict the City to any other remedy to which it is entitled under law or equity. Nothing in this chapter shall be deemed to preclude the imposition of any criminal penalty under state law. Nor shall anything in this chapter be deemed to conflict with any penalty or provision under state law, or prohibit any conduct authorized by the state or federal constitution.

B. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

C. This Ordinance shall be immediately upon its final passage and any publication in accordance with the City Charter and the laws of the State of Texas.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of August 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____ 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2599	
From:			
Subject: Discussion and consideration to renew Health Insurance including EAP with Blue Cross Blue Shield and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)			
Background: On September 19, 2017, Blue Cross Blue Shield of Texas was awarded the Group Health Insurance for one (1) year and two (2) optional one-year terms. Renewal rates reflect a 4.1% increase in premium. Last year to renew.			
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):			
Veronica Ramirez		Created/Initiated	
Veronica Ramirez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends renewal.			
Attachments, if any: BCBS			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: July 19, 2019

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Health Insurance including EAP

On September 19, 2017, Blue Cross Blue Shield of Texas was awarded the Group Health Insurance for one (1) year and two (2) optional one-year terms. Renewal rates reflect a 4.1% increase in premium. Staff recommends renewal.



Standardized Agenda Request Form

Date of Meeting: August 6, 2019	Agenda Item No. (to be assigned by CSO): 2019-2600	
From: Veronica Ramirez		
Subject: Discussion and consideration to renew Supplemental Insurance including 125 Cafeteria plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)		
Background: Supplemental Insurance including 125 Cafeteria plan was initially awarded on September 19, 2017 and renewed on August 7, 2018 to the below carriers and agents with no cost to city. Staff is recommending renewal for an additional year. Voluntary Product Awarded To Agent(s) FSA/125 Ameriflex Joe Salazar Cancer Colonial Life Joe Salazar Critical Illness Combined Joe Salazar Accident Cigna Albert Salinas Jr. Vision Eyetopia Carlos Tamez & Jeff Everitt Dental Blue Cross Blue Shield Carlos Tamez STD/LTD The Standard Jeff Everitt Term Life & ADD The Standard Jeff Everitt		
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):	
Veronica Ramirez Veronica Ramirez Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Supplemental Insurance	
Responsibilities upon Approval:	

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: July 19, 2019

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Supplemental Insurance including 125 Cafeteria plan

Supplemental Insurance including 125 Cafeteria plan was initially awarded on September 19, 2017 and renewed on August 7, 2018 to the below carriers and agents with no cost to city. Staff is recommending renewal for an additional year.

Voluntary Product	Awarded To	Agent(s)
FSA/125	Ameriflex	Joe Salazar
Cancer	Colonial Life	Joe Salazar
Critical Illness	Combined	Joe Salazar
Accident	Cigna	Albert Salinas Jr.
Vision	Eyetopia	Carlos Tamez & Jeff Everitt
Dental	Blue Cross Blue Shield	Carlos Tamez
STD/LTD	The Standard	Jeff Everitt
Term Life & ADD	The Standard	Jeff Everitt



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2601	
From: Veronica Ramirez			
Subject: Discussion and consideration to renew Life and AD&D and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources 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):			
Veronica Ramirez		Created/Initiated	
Veronica Ramirez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Life and AD&D			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: July 19, 2019

TO: Mayor and City Commission

CC: Mike R. Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Group Basic Life

The following were guaranteed rates approved on August 7, 2018 until October 1, 2020.

Life	\$0.132
AD&D	\$0.033

Staff recommends renewal.



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2603	
From: Veronica Ramirez			
Subject: Discussion and consideration to renew the Workers Compensation Insurance with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)			
Background: Weslaco's 2019/20 WC rerate resulted in a -27% and \$70,652 decrease. The rerate contribution is \$193,264 and the expiring contribution is \$263,916. ExMod changed from .67 to .46.			
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):			
Veronica Ramirez		Created/Initiated	
Veronica Ramirez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: TMLIRP Workers Compensation			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: July 26, 2019

TO: Mayor and City Commission

CC: Mike Perez, City Manager

FROM: Veronica Ramirez, Human Resources Director

Subject: Supplemental Insurance / Cafeteria Plan

Texas Municipal League and Intergovernmental Insurance (TMLIRP) submitted rerate with a significant reduction. Staff is recommending renewal with TMLIRP.



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2602	
From:			
Subject: Discussion and consideration of Ordinance 2019-30 on First and final reading approving a negotiated resolution between the City and Texas Gas Service regarding the company's Cost of Service Adjustment tariff filing; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance; and requiring delivery of this ordinance to the company and the City's legal counsel and authorize the Mayor to execute any related documents. Possible action. First and final reading of Ordinance 2019-30. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First 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):			
Molly Vallejo Vidal Roman Mike Perez		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: 2019 Model Staff Report in Support of TGS COSA Settlement Ordin, TGS RGVSA Settlement Agreement (2019.07.16), 2019-30 Ordinance			
Responsibilities upon Approval:			

Model Staff Report in Support of TGS COSA Settlement Ordinance

Background

On April 30, 2019, Texas Gas Service Company (“TGS” or “Company”) filed for a rate increase pursuant to the Cost of Service Adjustment (“COSA”) tariff adopted by the Rio Grande Valley Service Area (“RGVSA”) Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of \$2,161,343 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the City to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of \$2,087,516 on a system-wide basis. Of this amount, \$1,921,708 is attributable to the RGVSA incorporated areas.

Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the second filing under the revised tariff.

Resolution of the 2018 Filing

Cities’ consultant Karl Nalepa found that TGS’s cost of service calculations were consistent with the terms of the COSA tariff and the costs reflected in the COSA filing were reasonable with two exceptions.

First, Mr. Nalepa found that TGS’ proposed increase in costs attributable to the change in insurance provider should be denied, and determination of the reasonableness of establishing a captive insurance provider be deferred to TGS RGVGCSA’s next comprehensive base rate proceeding. The impact of this recommendation was to reduce the Company’s requested O&M expenses by \$146,546. The parties agreed to defer determination of the reasonableness and necessity of establishing a captive insurance provider and related costs to the next comprehensive base rate case proceeding in which base rates for the GCSA are determined.

Additionally, Mr. Nalepa determined that TGS has yet to present a proposal to amortize and return to customers the regulatory liability for excess accumulated deferred income tax (“ADIT”) of approximately \$5.9 million. While customers are not immediately harmed if the excess deferred taxes are not promptly refunded because the taxes continue to serve to reduce rate base and thus rates, prompt refunds will ensure that the refunds are matched to customers that contributed the tax revenues in the first place. As such, Mr. Nalepa recommended that TGS RGVSA commit to establishing an appropriate amortization process in its next COSA filing to refund the excess ADIT to customers.

In order to resolve this issue, TGS agreed to address ADIT resulting from the reduction to the federal income tax rate due to the Tax Cuts and Jobs Act of 2017 in a filing with the City by or before TGS's next COSA filing.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS IN THE ORDINANCE

- Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.
- Section 2. This paragraph authorizes TGS to collect an additional \$2,087,516 in revenue on a system-wide basis.
- Section 3. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.
- Section 4. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 5. This paragraph recites compliance with the Open Meetings Act.
- Section 6. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 7. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 29, 2019.
- Section 8. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and special counsel to the City.

RECOMMENDATION

The City staff recommends adoption of the Ordinance and tariffs establishing new rates.

**RIO GRANDE VALLEY SERVICE AREA COST OF SERVICE ADJUSTMENT
FILED BY TEXAS GAS SERVICE COMPANY ON APRIL 30, 2019**

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Texas Gas Service Company (“TGS” or the “Company”) and the cities of TGS’s Rio Grande Valley Service Area (“RGVSA”), which includes the Cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas (collectively, “RGVSA Cities”).

WHEREAS, this Settlement Agreement resolves all issues relating to the Cost of Service Adjustment (“COSA”) filed with the RGVSA Cities on April 30, 2019, in a manner that TGS and the RGVSA Cities (collectively, the “Signatories”) believe is consistent with the public interest, and the Signatories represent diverse interests;

WHEREAS, the Signatories believe that an appeal from municipal action on the filed COSA adjustment would be time-consuming and entail substantial additional expense for all parties and that the public interest will be served by adoption of an ordinance consistent with this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the RGVSA Cities the following Settlement Terms as a means of fully resolving all issues raised in the April 30, 2019 COSA Adjustment filed by TGS with the RGVSA Cities:

Settlement Terms

1. The Signatories agree that the system-wide \$2,087,516 revenue increase, of which \$1,921,708 is attributable to the RGVSA incorporated, is a “black box” figure and is not tied to any specific expense in TGS’s underlying cost of service. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. Said tariffs should allow TGS an additional \$1,921,708 in annual revenue as illustrated in the proof of revenues attached as part of Exhibit B to the Settlement Agreement. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The rates, terms and conditions established by this Settlement Agreement shall take effect with the first billing cycle of August 2019, meters read on or after July 29, 2019.
2. The Signatories agree that the revenue increase shall result in the following rate increase, rates and bill impacts per customer class:

Customer Class	Current Monthly Customer Charge	Settlement Monthly Customer Charge	Monthly Customer Charge Increase	Current Volumetric (per Ccf) Rate	Settlement Volumetric (per Ccf) Rate	Volumetric (per Ccf) Increase	RGVSA Average Monthly Customer Bill Increase
RESIDENTIAL	\$16.02	\$16.52	\$0.50	\$0.37	\$0.46	\$0.09	\$1.59
COMMERCIAL	\$66.31	\$81.35	\$15.04	\$0.32	\$0.32	\$0.00	\$15.04
COMMERCIAL - CHURCH	\$48.31	\$63.35	\$15.04	\$0.32	\$0.32	\$0.00	\$15.04
COMMERCIAL STANDARD TRANSPORT - FIRST 5,000 Ccf	\$408.31	\$423.35	\$15.04	\$0.32	\$0.32	\$0.00	\$15.04
COMMERCIAL STANDARD TRANSPORT - OVER 5,000 Ccf	\$408.31	\$423.35	\$15.04	\$0.02	\$0.02	\$0.00	\$15.04
PUBLIC AUTHORITY STANDARD TRANSPORT - FIRST 5,000 Ccf	\$53.40	\$68.84	\$15.44	\$0.38	\$0.38	\$0.00	\$15.44
PUBLIC AUTHORITY STANDARD TRANSPORT - OVER 5,000 Ccf	\$408.40	\$423.84	\$15.44	\$0.38	\$0.38	\$0.00	\$15.44
PUBLIC AUTHORITY STANDARD TRANSPORT - OVER 5,000 Ccf	\$408.40	\$423.84	\$15.44	\$0.02	\$0.02	\$0.00	\$15.44
INDUSTRIAL	\$218.74	\$338.83	\$120.09	\$0.30	\$0.30	\$0.00	\$120.09
INDUSTRIAL STANDARD TRANSPORT - FIRST 5,000 Ccf	\$468.74	\$588.83	\$120.09	\$0.30	\$0.30	\$0.00	\$120.09
INDUSTRIAL STANDARD TRANSPORT - OVER 5,000 Ccf	\$468.74	\$588.83	\$120.09	\$0.03	\$0.03	\$0.00	\$120.09

3. The Signatories agree to defer determination of the reasonableness and necessity of establishing a captive insurance provider and related costs to the next comprehensive base rate case proceeding in which base rates for the RGVSA are determined.
4. The Signatories agree that TGS will address excess accumulated deferred income tax ("EDIT") resulting from the reduction to the federal income tax rate due to the Tax Cuts and Jobs Act of 2017 in a filing with the RGVSA Cities by or before TGS's next COSA filing.
5. TGS agrees to reimburse the RGVSA Cities for their previously-incurred reasonable and necessary legal and consultant expenses associated with TGS's 2019 COSA Adjustment filed with the RGVSA Cities on April 30, 2019. Such reimbursement shall be made on or before thirty (30) days from rate implementation and upon the Company receiving legal invoices or other documentation reflecting the City's incurred costs. The Signatories agree that TGS is entitled to recover its reasonable expenses associated with the 2019 COSA filing with the RGVSA Cities, as well as those expenses reimbursed to the RGVSA Cities in connection with this filing, through a volumetric surcharge, and that such amount shall not be included in the calculation of the 5% cap limiting the amount of any future COSA Adjustment.
6. The Signatories agree that all negotiations, discussion, conferences and drafts related to the Settlement Agreement are confidential, inadmissible, and not relevant to prove any

issues associated with the 2019 COSA Adjustment filed by TGS with the RGVSA Cities pursuant to Texas law.

7. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the RGVSA Cities of an ordinance or resolution implementing this Settlement Agreement.
8. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon any Signatory outside this proceeding.
9. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 16th day of July 2019.

TEXAS GAS SERVICE COMPANY

By: Stephanie G. Houle
Stephanie G. Houle
Attorney for Texas Gas Service Company

RIO GRANDE VALLEY SERVICE AREA CITIES

By: Thomas Brocato
Thomas Brocato
Attorney for the City of McAllen and certain other Rio Grande Valley Service Area Cities

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$16.52 plus
All Ccf @	\$0.45777 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$81.35 plus (For Commercial Service) \$63.35 plus (For Church Service)
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All Ccf @	\$0.31650 per Ccf
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OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B	- Mining - all Major Groups
Division D	- Manufacturing - all Major Groups
Divisions E and J	- Utility and Government - facilities generating power for resale only

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$338.83 plus
All Ccf @	\$0.30336 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$68.84 plus
All Ccf @	\$0.38068 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the "Company") distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial	\$423.35 per month
Industrial	\$588.83 per month
Public Authority	\$423.84 per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial	The First 5000 Ccf @	\$0.31650 per Ccf
	All Over 5000 Ccf @	\$0.01777 per Ccf

TRANSPORTATION SERVICE RATE

(Continued)

Industrial	The First 5000 Ccf @	\$0.30336 per Ccf
	All Over 5000 Ccf @	\$0.03453 per Ccf
Public Authority	The First 5000 Ccf @	\$0.38068 per Ccf
	All Over 5000 Ccf @	\$0.01595 per Ccf

ADDITIONAL CHARGES

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- 3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

SUBJECT TO

- 1) Tariff T-TERMS, General Terms and Conditions for Transportation.
- 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
- 3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

LINE NO.	CUSTOMER CLASS	PERCENT OF REVENUES PER RGV Inc Settlement Agreement (a)	ANNUAL REV. REQ. INCREASE (SCH 1) (b)	ANNUAL BILLS CY 2018 (c)	Monthly Customer Charge Increase Note 1 (d)	Total Customer Charge Increase (e) (c) * (d)	ANNUAL NORMALIZED VOLUMES (f)	Monthly Volume Charge Increase - Note 1 (g)	Total Volumetric Increase/ (Decrease) (h) (f)*(g)	Total Increase/ (Decrease) (i) (e)+(h)
1	Residential	55.71%	\$1,162,955	733,088	0.50	\$366,544	9,078,507	0.08772	\$796,411	\$1,162,955
2	Commercial and Commercial Standard Transport	33.42%	697,648	46,382	15.04	697,648	26,034,616			\$697,648
3	Public Authority and Public Authority Standard Transport	4.68%	97,696	6,326	15.44	97,696	3,108,418			\$97,696
4	Industrial and Industrial Standard Transport	6.19%	129,217	1,076	120.09	129,217	9,049,023			\$129,217
5	Grand Total	100.00%	\$2,087,516	786,872	151	\$1,291,105	47,270,565		\$796,411	\$2,087,516
6	Annual Revenue Requirement Increase (Sch 1)			\$2,087,516						
7	Total Base Revenues (Sch 1)			28,738,327						
8	Revenue Requirement plus Gross up for Texas Franchise Tax			\$30,825,843						

Note 1 Cost of Service Adjustment Clause; Rate Schedule 1-1 Section C. states: " The first \$0.50 of the residential rate adjustment shall be included in the residential monthly Customer Charge of the applicable rate schedules with the excess of that amount applied to the Commodity Charge. The rate adjustment shall be included in the monthly Customer Charge of all other applicable rate schedules."

Line No.	Customer Class	Total Annual RGVSA Bill Count CY 2018	Incorporated Area Annual Bill Count CY 2018	Environs Annual Bill Count CY 2018	Total Required Increase	Incorporated Area Required Increase	Environs Required Increase
1	Residential	733,088	692,243	40,845	1,162,955	1,097,721	65,234
2	Commercial and Commercial Standard Transport	46,382	44,398	1,984	697,648	667,806	29,842
3	Public Authority and Public Authority Standard Transport	6,326	5,634	692	97,696	87,009	10,687
4	Industrial and Industrial Standard Transport	1,076	576	500	129,217	69,172	60,045
5		786,872	742,851	44,021	2,087,516	1,921,708	165,808

PUBLIC NOTICE OF PROPOSED RATE INCREASE
TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.
RGVSA INCORPORATED COSA FILED APRIL 30, 2019

Pursuant to Rio Grande Valley Service Area ("RGVSA") Rate Schedule No. 1-1, Texas Gas Service Company, a Division of ONE Gas, Inc. ("Company") filed a 2019 Cost of Service Adjustment ("COSA") with the RGVSA municipal regulatory authorities which includes the Cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas on April 30, 2019.

The Company proposes to increase rates in the incorporated areas of the RGVSA by the amounts listed below. Pursuant to Rate Schedule No. 1-1, proposed rates will become effective with meters read on and after July 29, 2019. The change in rates will affect approximately 57,687 residential, 3,681 commercial, 465 public authority, 31 industrial, 19 commercial standard transportation, 5 public authority standard transportation and 18 industrial standard transportation customers in the RGVSA incorporated areas. The proposed change constitutes a "major change" as that term is defined by Section 104.101 of the Texas Utilities Code.

Customer Class	Current Monthly Customer Charge	Proposed Monthly Customer Charge	Monthly Customer Charge Increase	Volumetric (per Ccf) Increase	Average Monthly Customer Bill Increase	% Increase without Cost of Gas	% Increase with Cost of Gas	Average Monthly Usage per Ccf for Bill Impacts
Residential	16.02	16.52	0.50	0.09226	1.65	8.01%	6.53%	12
Commercial	66.31	81.88	15.57	0.00000	15.57	7.52%	4.15%	445
Commercial - Church	48.31	63.88	15.57	0.00000	15.57	24.92%	19.60%	45
Commercial Standard Transport	408.31	423.88	15.57	0.00000	15.57	1.73%	N/A	27,783
Public Authority	53.40	69.39	15.99	0.00000	15.99	9.34%	5.55%	309
Public Authority Standard Transport	408.40	424.39	15.99	0.00000	15.99	2.65%	N/A	12,296
Industrial	218.74	343.08	124.34	0.00000	124.34	9.99%	4.93%	3,382
Industrial Standard Transport	468.74	593.08	124.34	0.00000	124.34	13.39%	N/A	13,327
2018 Cost of Gas was \$0.3782/Ccf excluding revenue related taxes.								

The adjustment to rates was calculated on the Company's total revenue requirement for service in the RGVSA which includes customers residing in both the incorporated areas and the surrounding environs. The incorporated areas' share of the service area-wide increase of \$2,161,343 is approximately \$1,989,664. If approved, the proposed rates will increase the Company's RGVSA revenues by 5.29 percent when gas cost revenues are included or by 7.52 percent when gas cost revenues are excluded.

Persons with questions or who want more information about this filing may contact the Company at 1-800-700-2443. A copy of the filing will be available for inspection during normal business hours at the Company's office at 5602 E. Grimes Rd., Harlingen, Texas 78550 or on the Company's website at <https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Any affected person within an incorporated area may contact his or her city council.

De conformidad con la Clase de Tarifa número 1-1 del Área de Servicio del Río Grande (de aquí en adelante, "RGVSA", por sus siglas en inglés), la compañía Texas Gas Service, una división de ONE Gas, Inc. (de aquí en adelante, la "Compañía"), presentó el 30 de abril del 2019 una solicitud para implementar un Ajuste por el Costo del Servicio (de aquí en adelante, "COSA", por sus siglas en inglés) para el 2019 ante las autoridades regulatorias municipales del RGVSA, que incluye las Ciudades de Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen,

Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, y Weslaco, Texas. La Compañía propone aumentar las tarifas en las áreas incorporadas del RGVSA. De conformidad con la Clase de Tarifa número 1-1, la fecha propuesta para la entrada en vigor de las tarifas propuestas es para los contadores leídos a partir del 29 de julio del 2019.

Cualquier persona que tenga una pregunta específica o que desee obtener información adicional acerca de este asunto, puede contactar a la Compañía al teléfono 1-800-700-2443. Si desea revisar la tarifa COSA presentada por la Compañía, puede encontrar una copia completa durante el horario normal de trabajo en las oficinas de la Compañía localizadas en 5602 East Grimes, Harlingen, Texas 78550, o visitando la página de internet de la Compañía en <https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Cualquier persona que se vea afectada dentro de las áreas incorporadas puede contactar a su consejo municipal.

NOTIFICACIÓN PÚBLICA
TEXAS GAS SERVICE COMPANY, UNA DIVISIÓN DE ONE GAS, INC.
AJUSTE POR EL COSTO DEL SERVICIO ANUAL PARA LAS ÁREAS INCORPORADAS DEL
ÁREA DE SERVICIO DEL VALLE DEL RÍO GRANDE, PRESENTADO EL 30 DE ABRIL DEL 2019

De conformidad con la Clase de Tarifa 1-1 del Área de Servicio del Valle del Río Grande (de aquí en adelante, "RGVSA", por sus siglas en inglés), la compañía Texas Gas Service Company, una división de ONE Gas, Inc. (de aquí en adelante, la "Compañía"), presentó el 30 de abril del 2019 una solicitud para implementar un Ajuste por el Costo del Servicio (de aquí en adelante, "COSA", por sus siglas en inglés) para el 2019 ante las autoridades regulatorias municipales del RGVSA, que incluye las Ciudades de Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, y Weslaco, Texas.

El COSA presentado por la Compañía aumentará las tarifas de las áreas incorporadas del RGVSA por las cantidades que se definen a continuación. De conformidad con la Clase de Tarifa 1-1, la fecha propuesta para la entrada en vigor de las tarifas propuestas es para los contadores leídos a partir del 29 de julio del 2019. Estos cambios afectarán a aproximadamente 57,687 clientes residenciales, 3,681 clientes comerciales, 465 clientes de la autoridad pública, 31 clientes industriales, 19 clientes del transporte estándar comercial, 5 clientes del transporte estándar de la autoridad pública, y 18 clientes del transporte estándar industrial dentro de las áreas incorporadas del RGVSA. Los cambios de tarifas propuestos se consideran un "cambio mayor", según la definición provista en el inciso 104.101 del Código de Servicios Públicos de Texas.

Tipo de Cliente	Cargo Actual Mensual al Cliente	Cargo Propuesto Mensual al Cliente	Aumento al Cargo Mensual al Cliente	Aumento Volumétrico (por Ccf)	Aumento a la Factura Mensual Promedio	% de Aumento sin el Costo del Gas	% de Aumento con el Costo del Gas	Impacto en la Factura del Uso Mensual Promedio (por Ccf)
Residencial	16.02	16.52	0.50	0.09226	1.65	8.01%	6.53%	12
Comercial	66.31	81.88	15.57	0.00000	15.57	7.52%	4.15%	445
Comercial – Eclesiástico	48.31	63.88	15.57	0.00000	15.57	24.92%	19.60%	45
Transporte Estándar Comercial	408.31	423.88	15.57	0.00000	15.57	1.73%	No Existe	27,783
Autoridad Pública	53.40	69.39	15.99	0.00000	15.99	9.34%	5.55%	309
Transporte Estándar de la Autoridad Pública	408.40	424.39	15.99	0.00000	15.99	2.65%	No Existe	12,296
Industrial	218.74	343.08	124.34	0.00000	124.34	9.99%	4.93%	3,382
Transporte Estándar Industrial	468.74	593.08	124.34	0.00000	124.34	13.39%	No Existe	13,327
El costo de gas promedio por Ccf para el 2018 fue \$0.3782 excluyendo los ingresos relacionados con los impuestos.								

El ajuste a tarifas fue calculado basándose en los ingresos totales de la Compañía para el servicio en el RGVSA, incluyendo tanto a los clientes que residen dentro de las áreas incorporadas como a los de las periferias adyacentes. Del aumento de ingresos de \$2,161,343 de esta área de servicio, la parte proveniente de las áreas incorporadas representa aproximadamente \$1,989,664. De ser aprobadas, las tarifas propuestas aumentarán los ingresos anuales de la Compañía provenientes del RGVSA por 5.29 por ciento incluyendo los ingresos por el costo del gas, o 7.52 por ciento excluyendo los ingresos por el costo del gas.

Cualquier persona que tenga una pregunta específica o que desee obtener información adicional acerca de este asunto, puede contactar a la Compañía al teléfono 1-800-700-2443. Si desea revisar la tarifa COSA presentada por la Compañía, puede encontrar una copia completa durante el horario normal de trabajo en las oficinas de la Compañía localizadas en 5602 East Grimes, Harlingen, Texas 78550, o visitando la página de internet de la Compañía en

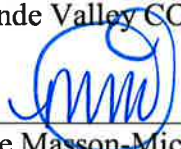
<https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Cualquier persona que se vea afectada dentro de las áreas incorporadas puede contactar a su consejo municipal.

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Marie Masson-Michels, who being by me duly sworn, deposed as follows:

1. My name is Marie Masson-Michels. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, and have personal knowledge of the facts herein stated, and I hereby swear and affirm that those facts are true and correct.
2. I am employed as a Manager of Rates for Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS" or the "Company").
3. TGS is a provider of natural gas utility service to incorporated customers located within the Rio Grande Valley Service Area of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas ("RGVSA Cities").
4. A copy of the notice attached hereto was provided to each TGS customer within the RGVSA Cities by direct mail, completed on June 21, 2019, and bill insert which was completed on June 24, 2019, fulfilling the requirement of the Rio Grande Valley COSA tariff.



Marie Masson-Michels

SUBSCRIBED AND SWORN to before me on the 27th day of June 2019.





Notary Public in and for the State of Texas

My commission expires: 2/19/2020

ORDINANCE NO. 20019-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WESLACO, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S APRIL 30, 2019 COST OF SERVICE ADJUSTMENT (“COSA”) FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY’S AND TGS’ REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY’S AND THE CITY’S LEGAL COUNSEL.

WHEREAS, the City of Weslaco, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS’ 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 30, 2019, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company has requested a system-wide increase of \$2,161,343; and

WHEREAS, the City coordinated a review of TGS' COSA filing and designated attorneys and consultants to resolve issues in the Company's COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City's rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of \$2,087,516 on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company's COSA filing and the resulting rates are, as a whole, in the public interest; and

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

Section 1. That the City Council finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 2. That a rate increase of \$2,087,516 on a system-wide basis is reasonable.

Section 3. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 29, 2019 consistent with the COSA tariff.

Section 8. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on first and final reading this 6th day of August 2019.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2606	
From: Benjamin Worsham			
Subject: Discussion and consideration to approve Ordinance 2019-31 budget amendment in the amount of \$92,000 for sewer line project on Pleasantview Drive and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-31. Possible action. (Staffed by Engineering Department)			
Background: The Pleasantview Sewerline project was not funded during the FY 2019 due to overturn within the department. The proposed budget amendment is for the remaining balance of the contract in order to complete the project.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission: City Commission approved the utility reimbursement agreement with Total Commitment Construction Co., LLC on March 1, 2016. City Commission approved Change Order No. 1 for the project on January 3, 2017.			
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		Created/Initiated	
Rebekah De La Fuente		Approved	
Benjamin Worsham		Approved	
Vidal Roman		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Utility Reimbursement Agreement, Change Order Minutes, BUDGET AMENDMENT.CHANGE FY 2019, O2019-31 budget amendment Pleasantview Dr.			

Responsibilities upon Approval:

Staff will advise contractor.

THE STATE OF TEXAS
CITY OF WESLACO
COUNTY OF HIDALGO

§ UTILITY REIMBURSEMENT
§ AGREEMENT WITH
§ TOTAL COMMITMENT
CONSTRUCTION CO., LLC

WITNESSETH:

WHEREAS, the City of Weslaco adopted the Utility Extension Ordinance (Ordinance 93-11) on August 19, 1993 that allows developers to seek reimbursement of fees associated with off-site utility extensions of water and sanitary sewer lines; and

WHEREAS, Total Commitment Construction Co., LLC, has received approval from the Weslaco City Commission to be reimbursed for fees associated with off-site utility extensions of a gravity sanitary sewer line;

The City of Weslaco, a home-ruled municipal corporation, located at 255 S. Kansas, Weslaco, Hidalgo County, Texas 78596, hereinafter called "City" and Total Commitment Construction Co., LLC, located at 11435 N. Bryan Road, Mission, Texas 78573, hereinafter called "Developer" hereby enter on this the 19 day of Sept, 2016 into a Utility Reimbursement Agreement for the reimbursement of fees, incurred by the Developer, associated with the off-site utility extension of a gravity sanitary sewer line from Pleasant View Village Subdivision on Pleasant View Drive southeast to an existing interceptor sewer located just south of City's Lift Station No. 27, subject to the terms and agreements as are more fully set forth subsequently;

Therefore, it is agreed between the City and Developer as follows:

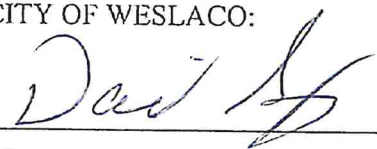
1. Developer will prepare subdivision plat for Pleasantview Village and must get plat in compliance to City requirements.
2. Developer must submit plat through subdivision process and receive approval by both Weslaco Planning and Zoning Commission and Weslaco City Commission.
3. Developer will install 4,551 linear feet of an 12" gravity line PVC SS Pipe (SDR-26) 5'-23' in-depth on Mile 3 ½ West (Pleasant View Drive) from the Pleasant View Village Phase I Subdivision south to FM 1015 with 13 Sanitary Sewer fiberglass manholes, 4,551 linear feet of a Trench Safety System (over 5 feet) and develop a Trench Safety Plan for a cost of \$167,149.
4. A cost of \$55,000 will reduce the total breakdown to account for the cost of a installing a lift station to serve Pleasantview Village.
5. City will reimburse developer \$1,000 per service connection, which is determined by the City Engineer, which is in the best interest of the City to provide such connection.
6. City will reimburse developer \$30,000 if it is determined that dewatering operations are needed for the complete installation on the line in the deeper areas.
7. City staff will perform the Engineering of the project and will procure survey and geotechnical services at its own cost.
8. City will reimburse the developer with 30% of the total line installation cost for approximately \$50,144.70.
9. City will reimburse the developer with the cost of oversizing the line from 8-inch to 12-inch for approximately \$62,004.30.

10. It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as set forth above. The location, width and cost of such right-of-way, shall be subject to approval of the city. Should the developer be unable to acquire the needed right-of-way, the city may, at its option, assist in acquiring same.
11. The City will reimburse Developer when the construction is complete and approved by the City Engineer.
12. Developer will be eligible for reimbursement fee for any off-site utility extension from properties determined to be within the service area of such utilities, provided that the reimbursement schedule is to be prepared by the city engineer.

EXECUTED on this, the 19 day of Sept, 2016, by the parties herein.

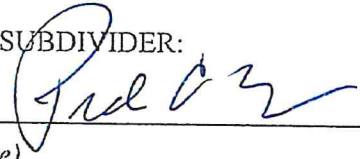
This Agreement is effective upon the recordation of the subdivision plat.

THE CITY OF WESLACO:

By: 
David Suarez
Mayor

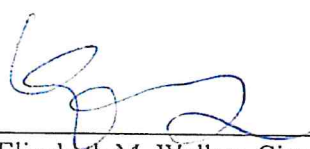
Date: 3/01/16

THE SUBDIVIDER:

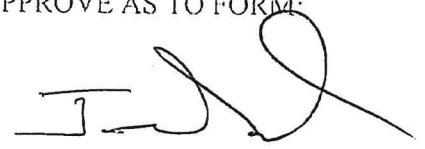
By: 
(Name)
Owner

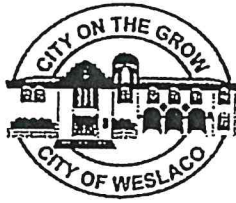
Date: 9-19-16

ATTEST:

 WCC 03/01/16
Elizabeth M. Walker, City Secretary

APPROVE AS TO FORM:


Juan Gonzalez, City Attorney



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 18, 2017**

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, July 18, 2017 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 behalf of Ramzan A. Mosani to obtain a Wine and Beer Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas.

- B. To solicit input on behalf of Norma Hernandez to rezone 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District.
- C. To solicit input on behalf of Leo and Emma Salazar to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District.

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 following:
 - 1) Record of Workshop on June 20, 2017;
 - 2) Minutes of Regular Meeting on June 20, 2017; and
 - 3) Record of Workshop on July 6, 2017. (Staffed by City Secretary's Office.)
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2017-31 rezoning 113 Adelita Street, also being Lot 12, Colonia San Francisco Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-31 was held June 20, 2017; Staffed by Planning and Code Enforcement.) Attachment
 - 2) Ordinance 2017-32 rezoning 724 N. Padre Avenue also being Lot 24, Block 3, El Texano Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-32 was held June 20, 2017; Staffed by Planning and Code Enforcement.) Attachment
- C. Approval of an amendment to the inter-local cooperation agreement with Hidalgo County for assessment and collections of property taxes. (Staffed by Finance Department.) Attachment

D. Renewal of an Interlocal Governmental Agreement – Ambulance Service with the Hidalgo County Emergency Services District No. 1 for the period October 1, 2017 – September 30, 2019 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment

E. Approval of an Interlocal Cooperation Agreement between the Lower Rio Grande Valley Development Council and the City of Weslaco for the acceptance and operation of the State of Texas asset Ambulance Bus. (Staffed by Fire Department.) Attachment

V. APPOINTMENTS

A. Discussion and consideration to accept the resignation of Mary Martin from the Weslaco 100 Committee and approve Resolution 2017-53 appointing one member to that unexpired term. Possible action. (Staffed by the Museum.) Attachment

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Ramzan A. Mosani to obtain a Wine and Beer Off-Premise Permit at 1540 E. Business Highway 83 also being Lot 1, Airport Medical Center Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

B. Discussion and consideration after public hearing on behalf of Norma Hernandez to approve Ordinance 2017-33 rezoning 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-33. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

C. Discussion and consideration after public hearing on behalf of Leo and Emma Salazar to rezone 425 Frost Proof Drive also being Lot 21, Frost Proof Heights Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to R-2 Duplex and Apartments District and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

D. Discussion and consideration to approve Ordinance 2017-34 amending Ordinance No. 2014-02 to provide for the disannexation of all or part of Farm Tracts 1057, 1058, 1059 and Irrigation District No. 9 (HCCID #9) out of Tract 116 of the West and

Adams Tract Subdivision and authorize Mayor to execute any related documents. First reading of Ordinance 2017-34. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

- E. Discussion and consideration on request from Stella Corporation for a development agreement for 60.02 acres out Adams Tract FT 1059. Possible action. (Staffed by City Manager's Office.) Attachment
- F. Discussion and consideration to approve Change Order No. 2 for the Pleasantview Sanitary Sewer Line Project for an amount not to exceed \$100,000 for additional dewatering and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- G. Discussion and consideration to approve a Memorandum of Understanding (MOU) with Community Loan Center Corporation to provide access to affordable small dollar loans, free financial counseling and coaching for municipal employees at no cost to the City and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.) Attachment
- H. Discussion and consideration to approve Resolution 2017-50 suspending the July 20, 2017 effective date of the statement of intent of Texas Gas Service company to increase rates within incorporated areas of its service territory to permit the city time to study the request and to establish reasonable rates; finding that the city's reasonable rate case expenses shall be reimbursed by the company; authorizing participation with other municipalities; hiring legal and consulting services and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

VII. REPORTS

- A. Annual update by Valley Initiative for Development and Advancement (VIDA).

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. 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.
- C. Pending Litigation - Consultation with City Attorney regarding Cause No. C-6090-14-B, *Zequiel Montez, Gabriel Montez, Nora Montez, Irma M. Torres and Norma Garcia v. City of Weslaco* as authorized by §551.071 of the Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.
- E. 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.

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 14th day of July,

2017 at 3:10 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:



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 3, 2017**

On Tuesday, January 3, 2017, 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
Mayor Pro-Tem	Gerardo "Jerry" Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Olga M. Noriega
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, IT Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Ted Walensky, Assistant 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, December 30, 2016.

B. Invocation.

Pastor Howard Bloomquist, Chaplin for the Weslaco Police Department, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

There were none.

F. Roll Call.

action. (Staffed by City Manager's Office.)

Andrew Muñoz, Airport Director, stated this was the final phase for the demolition project at the former city shop. Phase one was the asbestos study and abatement and phase two was the fuel storage and canopy removal. Three bids were received and evaluated with staff recommendation to award MGA, noting forty days to project completion.

Commissioner Kerr, seconded by Commissioner Lopez, moved to award MGA as the best qualified, most advantageous respondent to the Invitation for Proposal 2016-17-07 Demolition of Structures at Old City Shop in the amount of \$140,191.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- E. Discussion and consideration to authorize the solicitation for the Request for Qualifications for Architectural Design Services for a New Fire Station and Combined Police Station / Central Fire Station. Possible action. (Staffed by City Manager's Office.)

Commissioner Muñoz, seconded by Commissioner Kerr, moved to approve.

Andrew Muñoz stated the project for two new public safety buildings, one fire station on the forty acres recently acquired on the Northside and one joint police and fire station on the site of the former city shop, is part of the Five Year Capital Improvement Plan (CIP) presented during the budget workshops. Staff requests to begin the process by soliciting qualifications for architectural design services for both buildings. In response to Commissioner Muñoz, the recommendation is to have one architectural firm to streamline the design process.

Commissioner Muñoz withdrew his motion.

Commissioner Kerr, seconded Mayor Pro-Tem Tafolla, moved to table until the next meeting. The motion carried unanimously; Mayor Suarez was present and voting.

- F. Discussion and consideration to select elected officials to serve on evaluation committee with staff to review proposals for the new New Fire Station and Combined Police Station / Central Fire Station. Possible action. (Staffed by City Manager's Office.)

Commissioner Lopez, seconded by Commissioner Kerr, moved to appoint Commissioner Muñoz; and Commissioner Lopez, seconded by Commissioner Muñoz, moved to appoint Mayor Pro-Tem Tafolla. The motions of appointment carried by acclamation unanimously; Mayor Suarez was present and voting.

- G. Discussion and consideration to approve Change Order No. 1 to the construction agreement with Total Commitment Construction, LLC for the Pleasantview Sanitary Sewer Project for an amount not to exceed \$56,000.00. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mr. Mardoqueo Hinojosa, City Engineer and Planning Director, stated during construction a conflict with the sewer line was discovered; it will be relocated under the street but backfill materials now

are necessary. The contractor will incur labor costs and requests reimbursement of materials. Staff recommends approval. In response to Commissioner Noriega, in the future any construction agreement the City designs, staff will obtain a survey.

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to approve Change Order No. 1 to the construction agreement with Total Commitment Construction, LLC for the Pleasantview Sanitary Sewer Project for an amount not to exceed \$56,000.00. The motion carried unanimously; Mayor Suarez was present and voting.

- H. Discussion and consideration to award the lowest and most advantageous respondent to Request For Bids No. 2016-17-01 for the 2nd Street Sidewalk Improvement Project. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mr. Mardoqueo Hinojosa stated the sidewalk improvements will comply with a settlement agreement from a 2014 lawsuit and will be funded through a federal grant through the Hidalgo County Metropolitan Planning Organization with an 80-20%. The City's matching funds of \$34,909.67 have been paid. Bids were solicited and reviewed; staff recommends awarding Artillery Construction LLC in the amount of \$148,817.00. In response to Commissioner Lopez, the sidewalk will extend along Second Street from Illinois Avenue to Airport Drive, then south on Airport Drive to Business 83. In response to Commissioner Munoz, a payment and performance bond is in place.

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to award Artillery Construction LLC in the amount of \$148,817.00 as the lowest and most advantageous respondent to Request For Bids No. 2016-17-01 for the 2nd Street Sidewalk Improvement Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- I. Discussion and consideration to approve the final plat of Airport Crossings Subdivision, being the 1.736-acre tract of land out of Farm Tract 641, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement.)

Mr. Mardoqueo Hinojosa stated this was the final plat of a one lot subdivision for the proposed Whataburger on east US Business Highway 83 and recommended approval.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve the final plat of Airport Crossings Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

- J. Discussion and consideration to enter an Advance Funding Agreement for an Off-System Hazard Elimination/Safety Project with the Texas Department of Transportation for the installation on Flashing beacons at the intersections of Border Avenue and 12th Street, Bridge Avenue and Ballard Street, Bridge Avenue and 10th Street, and Pike Boulevard and Illinois Avenue for an amount not to exceed \$25,324.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

ORDINANCE 2019-31

AN ORDINANCE AMENDING ORDINANCE NUMBER 2018-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, FINDING NEED TO AMEND THE 2018-2019 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 2018-2019 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 2018-2019 Official Budget, adopted by Ordinance 2018-27, 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 August 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2607	
From:			
Subject: Discussion and consideration to approve the Interlocal Agreement with Hidalgo County Precinct 1 on cost participation for roadway improvements not to exceed \$55,104.78 for Mile 10 from Westgate Drive (Mile 6) to FM 88 (Mile 5) project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)			
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):			
Aida Vega Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Interlocal Hidalgo County Mile 10			
Responsibilities upon Approval:			

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO
AND CITY OF WESLACO, TEXAS**

This Agreement is made and entered into this ____ day ____ of 2019 by and between County of Hidalgo, Texas by and through its Precinct 1, hereafter referred to as ("County"), and City of Weslaco hereinafter referred to as ("City"), pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

WITNESSETH

WHEREAS, the City is a home rule municipality and a local government as defined by the act, and a political subdivision of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, County is a local government as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, County and City executed that certain Interlocal Agreement dated June 19, 2018 for a road improvement project to a portion of Mile 10 from Westgate to FM 88 (the "Prior Agreement");

WHEREAS, County and City never commenced the Project as defined in the Prior Agreement;

WHEREAS, County and City desire to now commence the Project;

WHEREAS, this Agreement replaces and supersedes The Prior Agreement in its entirety;

WHEREAS, City and County, each pursuant to its satisfactory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project to a portion of Mile 10 from Westgate (Mile 6) to FM 88 (Mile 5), in Hidalgo County, Texas; and

WHEREAS, the Road serves as a connecting link of the County road system and such improvements to the Road are in the public interest of the County and City; and

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and pursuant to the County Road

and Bridge Act which authorizes counties to improve roadways within the limits of a City with the City's consent.

WHEREAS, County and City have determined the Project will provide a mutual benefit to each other;

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described on Exhibit A attached hereto.
2. County agrees to provide all labor, material and machinery necessary to perform the improvements to the Road;
3. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
4. Upon execution of the Agreement, City agrees to provide the sum of Fifty Five-Thousand One Hundred Four and Seventy-Eight one hundredths Dollars (\$55,104.78) being their share of the estimated cost of the Project.
5. Any actual costs in excess of the estimated cost (attached to this Agreement as Exhibit B) shall be shared by City and County equally. City shall reimburse County any such excess costs within thirty (30) days of invoice by County.
6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete no later than 180 days from the execution of this Agreement.
7. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or the Project.
8. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
9. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

10. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
11. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
12. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
13. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
14. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
Attn: Hon. Richard F. Cortez, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: David L. Fuentes, County Commissioner Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

If to City: City of Weslaco
 Attention Mayor David Suarez
 255 S. Kansas Avenue
 Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
16. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.
17. **Assignment:** This Agreement shall not be assignable.
18. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
20. **Authority to Execute:** The execution and performance of this Agreement by both City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
21. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
22. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient

funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

ATTEST:

CITY OF WESLACO

City Secretary

Mayor David Suarez

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, County Clerk

Richard F. Cortez, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project (the "Project") desire to replace and supersede a prior interlocal agreement between Hidalgo County and the City of Weslaco to jointly undertake a road improvement project to a portion of Mile 10 from Westgate (Mile 6) to FM 88 (Mile 5), in Hidalgo County, Texas (the "Road Project") as described in an Interlocal Cooperation Agreement (the "Interlocal Agreement") between the City of Weslaco and Hidalgo County which road is an integral part of the Hidalgo County road system, through the Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of Weslaco, Texas .

By vote on _____ 2019, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

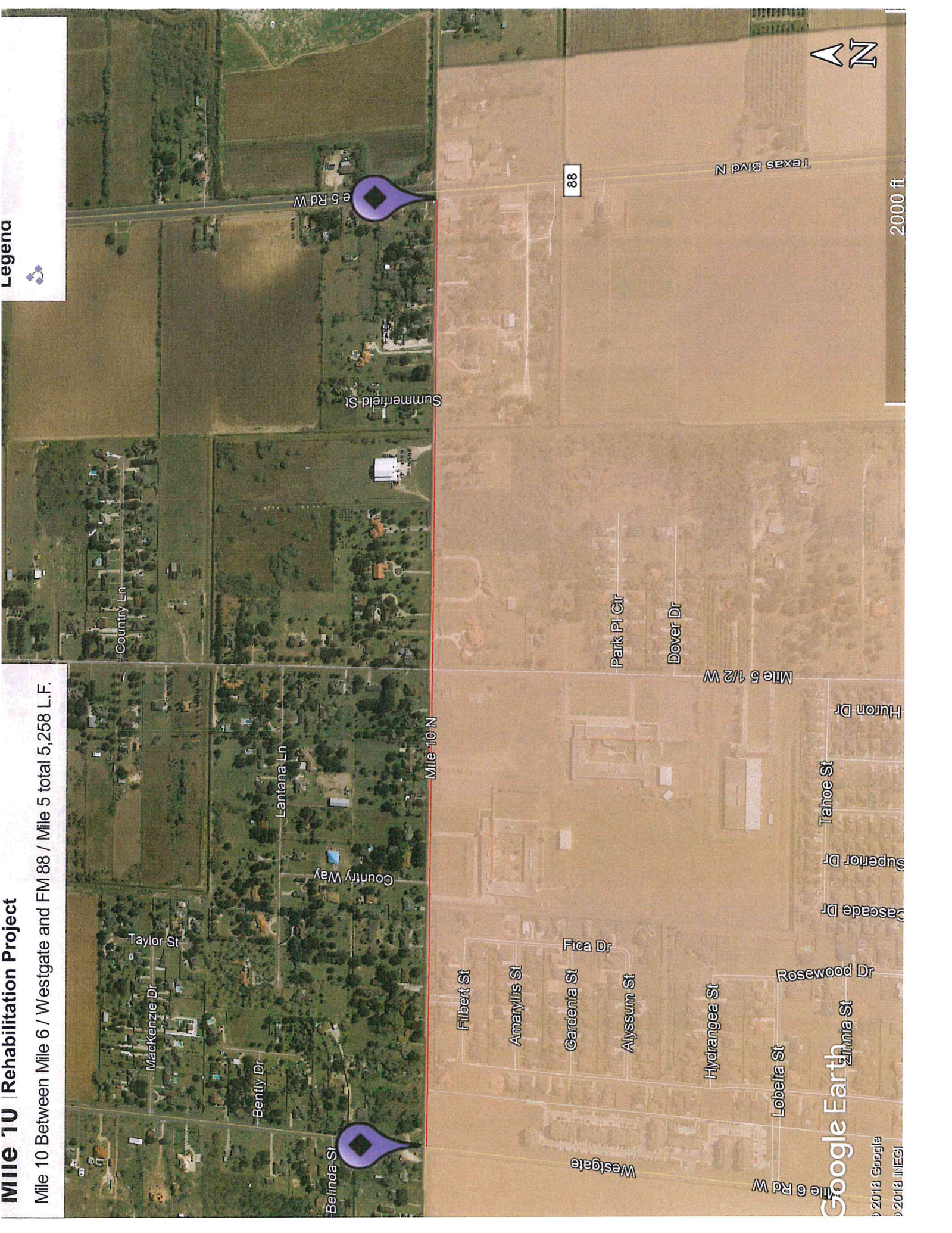
Cost Estimate-Material
Hidalgo County Precinct No. 1
Mile 10 Road Overlay Project
From Westgate(Mile 6) to FM 88(Mile 5)
Estimator: Jorge L. Pena July 10 2019



MATERIAL ONLY (5,258 LF)					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	2,011	Tons	2" HMAC (22' Section)	\$47.70	\$95,924.70
2	1,700	GAL	PRIME COAT	\$2.82	\$4,794.00
3	1	Lf	Pavement Markings (5,258 Lf)	\$8,669.70	\$8,669.70
4	1		Traffic Control Devices	\$ 821.16	\$821.16

			SUBTOTAL:	\$110,209.56	
				Weslaco	Hidalgo County
			50% Cost Sharing	\$55,104.78	\$55,104.78
			TOTAL:	\$110,209.56	

Comments: Mile 10 Road Overlay Project from Mile 6 / Westgate to F.M.88 / Mile 5 for a total length of 5,258 Linear Feet.



Mile 10 | Rehabilitation Project

Mile 10 Between Mile 6 / Westgate and FM 88 / Mile 5 total 5,258 L.F.

Legenda



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2621	
From:			
Subject: Discussion and consideration to approve Allowance Expenditure Authorization No. 1 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
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):			
Molly Vallejo Andrew Muñoz Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: AEA #1			
Responsibilities upon Approval:			

Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Allowance Expenditure Authorization

Project: North Side Fire Station
City of Weslaco

Authorization No.: 01

AAA Project No.: 1709

Date: July 22, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, TX 78599

Attention: Mr. Jorge Gonzalez

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

- | | |
|---|--------------|
| 1. Per CPR No. 01: Provide costs for changes and the relocation of the fire suppression lines per the City of Weslaco Fire Department | \$ 338.00 |
| 2. Per CPR No. 02: Provide costs to change the wall type construction from wood studs to cmu block between the house side and the bay side of the facility. | \$6,677.00 |
| 3. Per CPR No. 03: Provide credit for the deletion of the septic system interceptor for the project. | (\$3,000.00) |
| 4. Per CPR No. 04: Provide credit for changing the roof composition and providing foam insulation in lieu of the batt insulation specified on the project. | (\$3,620.00) |
| 5. Per CPR No. 05: Provide cost for changes in the Special Systems provided to the project per the Coordination meeting with the City of Weslaco. | \$ 405.00 |
| 6. Per CPR No. 06: Provide credit for changes in the electrical service provided to the site per AEP. | (\$6,488.00) |

TOTAL: (\$5,688.00)

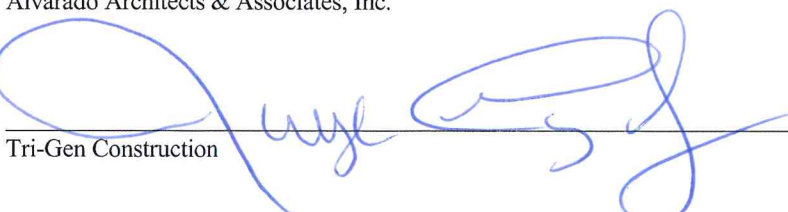
Original Owner's Contingency Allowance	\$ 50,000.00
Allowance Balance Prior to this Authorization.....	\$ 50,000.00
Allowance Sum will be Increased by this Authorization.....	\$ (5,688.00)
New Owner's Contingency Allowance Balance.....	\$ 55,688.00



Alvarado Architects & Associates, Inc.

07.22.19

Date



Tri-Gen Construction

7/30/19

Date

City of Weslaco

Date

Tri-Gen Construction LLC
2900 N. Texas Blvd., Suite 201
Weslaco, Texas 78599
956-447-1048

July 12, 2019

RE: Change proposal Request #1

Cost to change wall type construction as requested.

Dear Sirs,

- 1- To provide the credit to remove the fire hydrant called out in the plans and specifications for the project. -\$2,000.00
- 2- The backflow preventer and Fire Department Connection locations has been relocated to the east lot line reducing the length of the fire line and the FDC line \$2,000.00
- 3- The Bollard detail has been revised per the City of Weslaco Fire Department comments. \$337.80

Total for Change Proposal Request #1 \$337.80

Thank you,

Connie Bearden

Tri-Gen Construction LLC

Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Change Proposal Request

Project: North Side Fire Station
City of Weslaco

Request No.: 01

AAA Project No.: 1608

Date: June 17, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, Texas 78599

Attention: Jorge Gonzalez

This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.

This request is not an authorization for changes or additional work, and it does not revise the contract price.

Description of Work:

- ✓ 1. Provide credit to remove the fire hydrant called out in the plans and specifications for the project.
- ✓ 2. The backflow preventer and Fire Department Connection locations has been relocated to the east lot line reducing the length of the fire line and the FDC line.
- ✓ 3. The bollard detail has been revised per the City of Weslaco Fire Department comments.
4. The FDC detail has been revised per the City of Weslaco Fire Department comments.

Attachment: Sheets C4.0 and C4.1

This change proposal was initiated at the request of the:

☐ Owner

☐ Architect

☒ Engineer

☐ Contractor

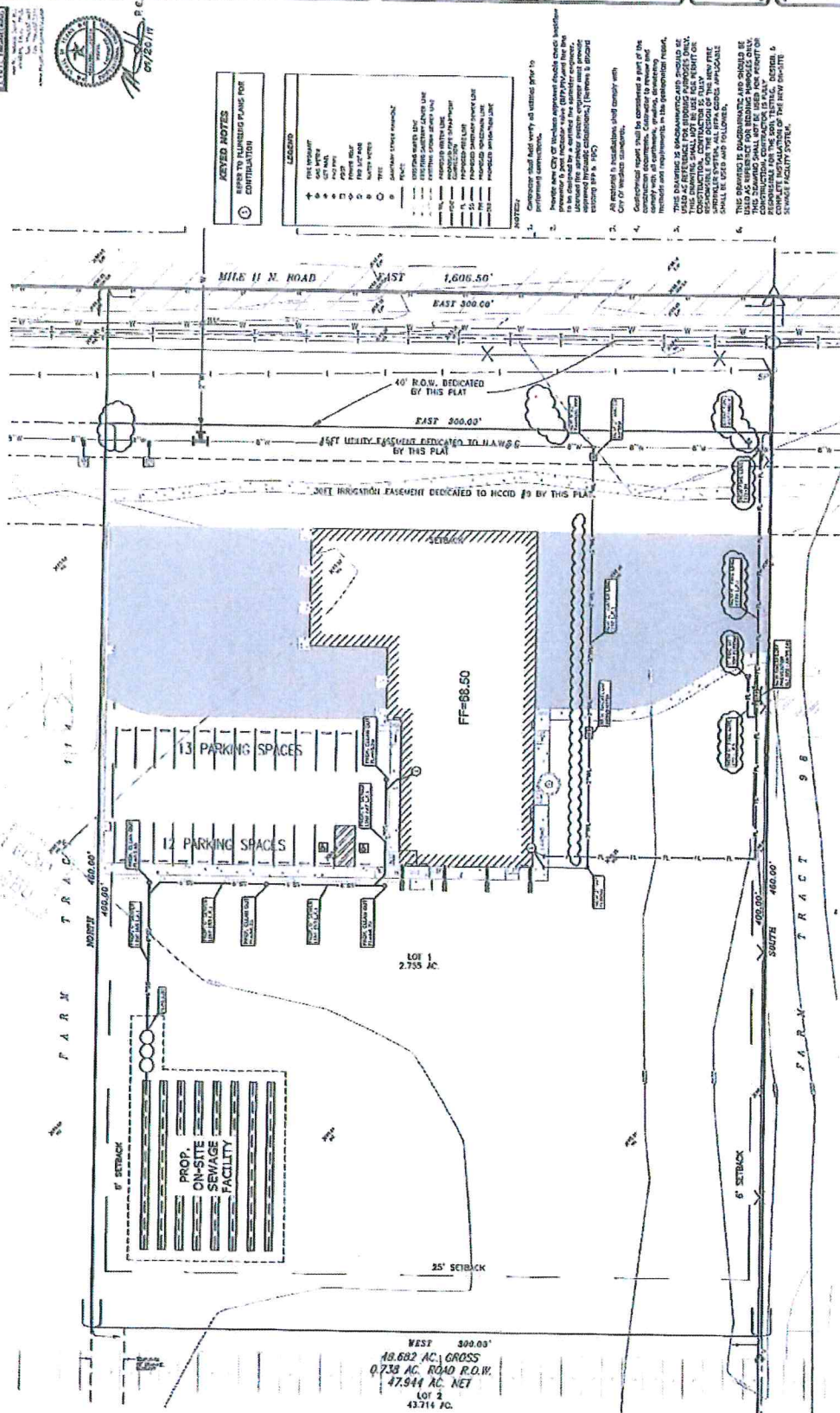


Erasmo Eli Alvarado III
Vice President

cc: Andrew Munoz, City of Weslaco
Benjamin Worsham, City of Weslaco

Per Cond in Hg. #1+2 Cannels to

UTILITY LAYOUT



Tri-Gen Construction LLC
2900 N. Texas Blvd., Suite 201
Weslaco, Texas 78599
956-447-1048

July 3, 2019

RE: Change proposal Request #2

Cost to change wall type construction as requested.

Dear Sirs,

Credits to Remove the current wall type as dictated in request:

Credit of framing material and labor	\$ 400.00
Credit of Drywall and installation	\$ 750.00
Change of door types - zero credit	\$ 000.00
Credit Subcontractor Mark-up	\$ 138.00
Total Credit	-\$1,288.00

Cost to Change to CMU wall as dictated in Request:

Masonry materials and labor	\$6,244.00
Rebar (foundational and mason)	\$ 750.00
Lintels	\$ 118.00
Change of door types - zero cost	\$ 000.00
Subcontractor Mark-up	\$ 853.00
Total Cost	\$7,965.00

Total for Change Proposal Request #2 \$ 6,677.00

Thank you,

Jorge Gonzalez
Tri-Gen Construction LLC

TRIGenCopy
Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Change Proposal Request

Project: North Side Fire Station
City of Weslaco

Request No.: 02

AAA Project No.: 1608

Date: June 17, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, Texas 78599

Attention: Jorge Gonzalez

This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.

This request is not an authorization for changes or additional work, and it does not revise the contract price.

Description of Work:

1. Provide cost to change the wall type construction from wood frame to CMU up to 10'-0" above finish floor to the underside of the existing beam at the 1-hour separation wall between the "House" and the "Bay Area." Tri-Gen shall proceed with the original plans and specs with the wall above 10'-0" from the finish floor. (Reference attached sketches and the submittals have been marked up to include the changes.)

Attachment: SK-01-CPR_02 and Structural ASI#1/S1, ASI#1/S2, and ASI#1/S3

This change proposal was initiated at the request of the:

☐ Owner

☒ Architect

☐ Engineer

☐ Contractor



Erasmo Eli Alvarado III
Vice President

cc: Andrew Munoz, City of Weslaco
Benjamin Worsham, City of Weslaco

CHANIN ENGINEERING

STRUCTURAL ENGINEERING

400 NOLANA SUITE H2
MCALLEN, TX 78504
TEL. 956-687-9421
FAX 956-687-3218
FIRM REG. NUMBER F-9369

ASI #1 June 07, 2019

"City of Weslaco North Side Fire Station"

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 Attachments:

- A. Revisions to Construction Documents.
 - a. (3) Letter (8.5x11 size sheet)

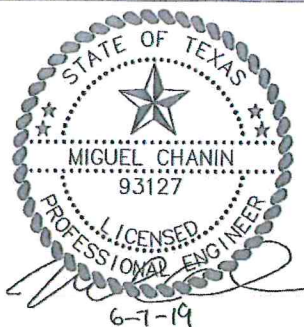
End of ASI #1



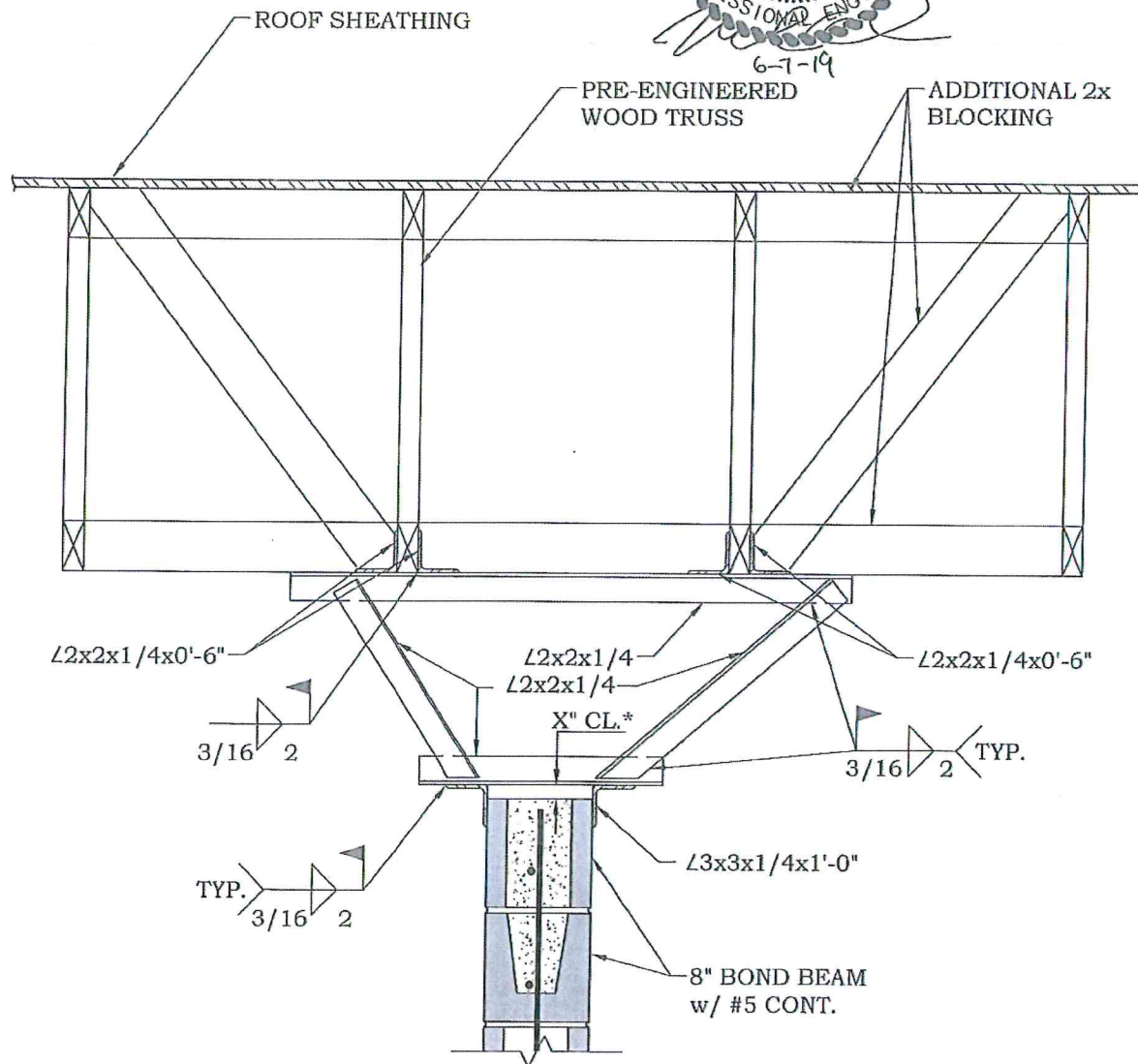
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* X CLEAR DIMENSION SHALL BE AS
REQUIRED BY WOOD TRUSS DEFLECTION,
BUT NOT LESS THAN 1"

NOTE: SPACE AT A MAXIMUM OF 8'-0" O.C. USING
A MIN. OF TWO PER WALL IN ANY ONE DIRECTION.



CHANIN
ENGINEERING, LLC
TBPE FIRM REG. NUMBER F-9369
PH: (956) 687-9421
FAX: (956) 687-3211
400 Nolana, Suite H2
McAllen, Texas 78504
www.chaninengineering.com



CMU WALL BRACE, PARTIAL HEIGHT WALL PERPENDICULAR TO TRUSS

1



Alvarado Architects
& Associates, Inc.
307 South Main St.
Donna, Texas 78537
Telephone: 956.464.8258
Fax: 956.464.8259

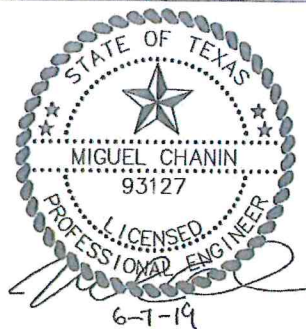
CITY OF WESLACO
NORTH SIDE FIRE STATION
WESLACO, TEXAS

Drawing: ASI#1/S2
Project No: 17374

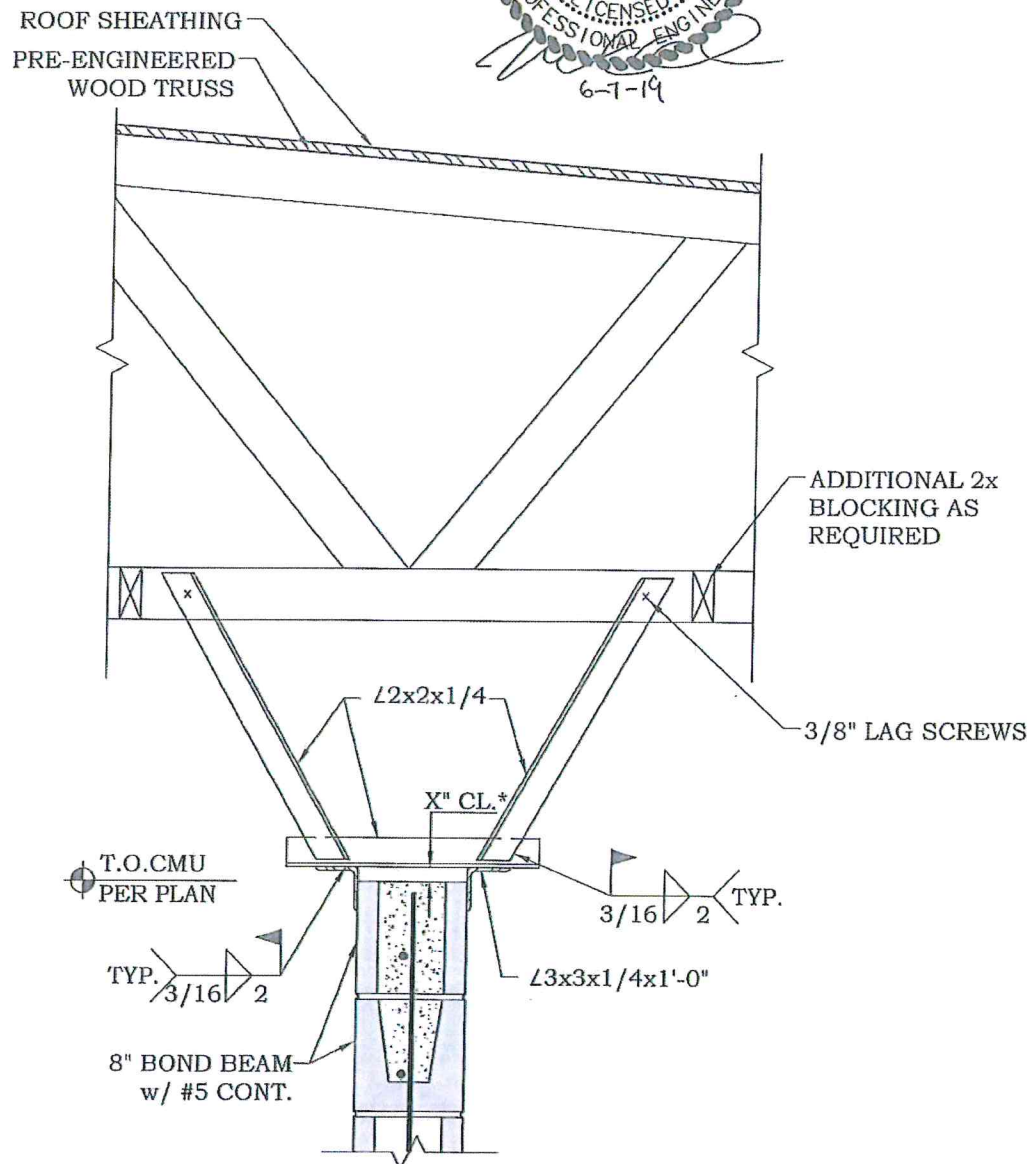
Date: 6/7/19

Scale: N.T.S.
Sketch: N.T.S.

* X CLEAR DIMENSION SHALL BE AS REQUIRED BY WOOD TRUSS DEFLECTION, BUT NOT LESS THAN 1"
 NOTE: SPACE AT A MAXIMUM OF 8'-0" O.C. USING A MIN. OF TWO PER WALL IN ANY ONE DIRECTION.



CHANIN
ENGINEERING, LLC
 TBPE FIRM REG. NUMBER F-9369
 PH: (956) 687-9421
 FAX: (956) 687-3211
 400 Nolana, Suite H2
 McAllen, Texas 78504
 www.chaninengineering.com



CMU WALL BRACE, PARTIAL HEIGHT WALL PARALLEL TO TRUSSES

1



Alvarado Architects
 & Associates, Inc.
 307 South Main St.
 Donna, Texas 78537
 Telephone: 956.464.8258
 Fax: 956.464.8259

CITY OF WESLACO
 NORTH SIDE FIRE STATION
 WESLACO, TEXAS

Drawing: ASH/S3
 Project No: 17374

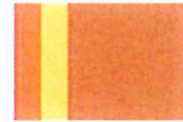
Date: 6/7/19

Scale: N.T.S.
 Sketch: N.T.S.

Tri-Gen Construction LLC

2900 N. Texas Blvd., Suite 201 Weslaco, Texas 78599

956-447-1048 trigenconllc@gmail.com



July 3, 2019

RE: Change proposal Request #3

Credit for Septic

Dear Sirs,

We received letter from City and submitted to the County. Inspector turned it in for final approval and it was denied by the Lead Inspector and coordinators. We have been told that we are to remove all the floor drains from the bays and the trucks will need to be washed in the outdoor areas.

Total Credit \$3,000 which includes materials and labor

Thank you,

Jorge Gonzalez

Tri-Gen Construction LLC

City of Weslaco - NORTHSIDE FIRE STATION



Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Change Proposal Request

Project: North Side Fire Station
City of Weslaco

Request No.: 03

AAA Project No.: 1608

Date: July 02, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, Texas 78599

Attention: Jorge Gonzalez

This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.

This request is not an authorization for changes or additional work, and it does not revise the contract price.

Description of Work:

1. Provide credit for changes to the septic system in the deletion of the interceptor due to the sole purpose to handle waste and non-contaminated water with no trucks to be washed at the bay areas.

Attachment: Letter from the City of Weslaco dated June 06, 2019

This change proposal was initiated at the request of the:

☐ Owner

☒ Architect

☐ Engineer

☐ Contractor



Erasmo Eli Alvarado III
Vice President

cc: Andrew Munoz, City of Weslaco
Benjamin Worsham, City of Weslaco

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

June 6, 2019

Connie Bearden
Tri-Gen Construction LLC
Dream Land Estates LLC
2900 N. Texas Blvd., Ste. 201
Weslaco, TX 78599

**RE: Sworn Statement for Septic Tank
Use at the Northside Fire Station**

Dear Connie,

Please allow this letter to serve as the City of Weslaco's understanding the septic system being installed at the Weslaco Northside Fire Station, located at 412 E. Mile 11 North, Weslaco, Texas, is to be used for the sole purpose of handling waste and non-contaminated water. It is understood there is to be no washing of engines or undercarriage of any vehicle(s) inside the bays. This is to prevent any oil, grease, any industrial waste to be introduced into the septic tanks. We, City of Weslaco, understands any introduction of waste such as the above- other than the sanitary waste into the septic system is against TCEQ regulation(s) and may be subject to fine(s).

The City of Weslaco understands to assist in the prevention of this industrial waste, we will be required to post warning signs in the bays for employees to be aware of this regulation.

The City of Weslaco hereby agrees to these terms.

Respectfully,

Mike R. Perez
City Manager

**Cc: Andrew Munoz, Asst. City Manager/Airport Director
Eli Alvarado, Alvarado Architects**

Tri-Gen Construction LLC
2900 N. Texas Blvd., Suite 201
Weslaco, Texas 78599
956-447-1048

July 3, 2019

RE: Change proposal Request #4

Credit for Insulation (Open Cell in lieu of Rigid)

Dear Sirs,

The credit amount for rigid insulation is \$ (13,783.00)
Cost of 10" Open Cell in the rafters is \$10,163.00

Back up material furnished are: Submittal for underlayment, insulation and the credentials for the installer.

Total Credit \$3,620

Thank you,

Jorge Gonzalez
Tri-Gen Construction LLC

Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Change Proposal Request

Project: North Side Fire Station
City of Weslaco

Request No.: 04

AAA Project No.: 1608

Date: July 02, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, Texas 78599

Attention: Jorge Gonzalez

This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.

This request is not an authorization for changes or additional work, and it does not revise the contract price.

Description of Work: (Per RFI #04)

1. Provide credit for changing the roof composition and providing "open cell" insulation in lieu of the specified batt insulation called out in the roofing details.

Attachment: RFI #04

This change proposal was initiated at the request of the:

☐ Owner

☒ Architect

☐ Engineer

☐ Contractor



Erasmo Eli Alvarado III
Vice President

cc: Andrew Munoz, City of Weslaco
Benjamin Worsham, City of Weslaco



AIA® Document G716™ – 2004

Request for Information ("RFI")

TO:

Eli Alvarado
Alvarado Architects
307 S. Main Street
Donna, Texas 78537
PROJECT:
North Side Fire Station
412 E. Mile 11 North Weslaco, Texas 78596

FROM:

Jorge Gonzalez
Tri-Gen Construction, L.L.C.
2900 N Texas Blvd Ste 201
Weslaco, TX 78599
ISSUE DATE: 6/20/19

RFI No. 004

PROJECT NUMBERS: Alvarado Architects / Tri-Gen
Construction LLC

REQUESTED REPLY DATE: 6/21/19

COPIES TO:

RFI DESCRIPTION: *(Fully describe the question or type of information requested.)*

roofing application detail

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)*

SPECIFICATIONS:

DRAWINGS:

OTHER:

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

Please see the following for the roofing installation assembly we will be using.

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

Mario Garza Jr

06/21/19

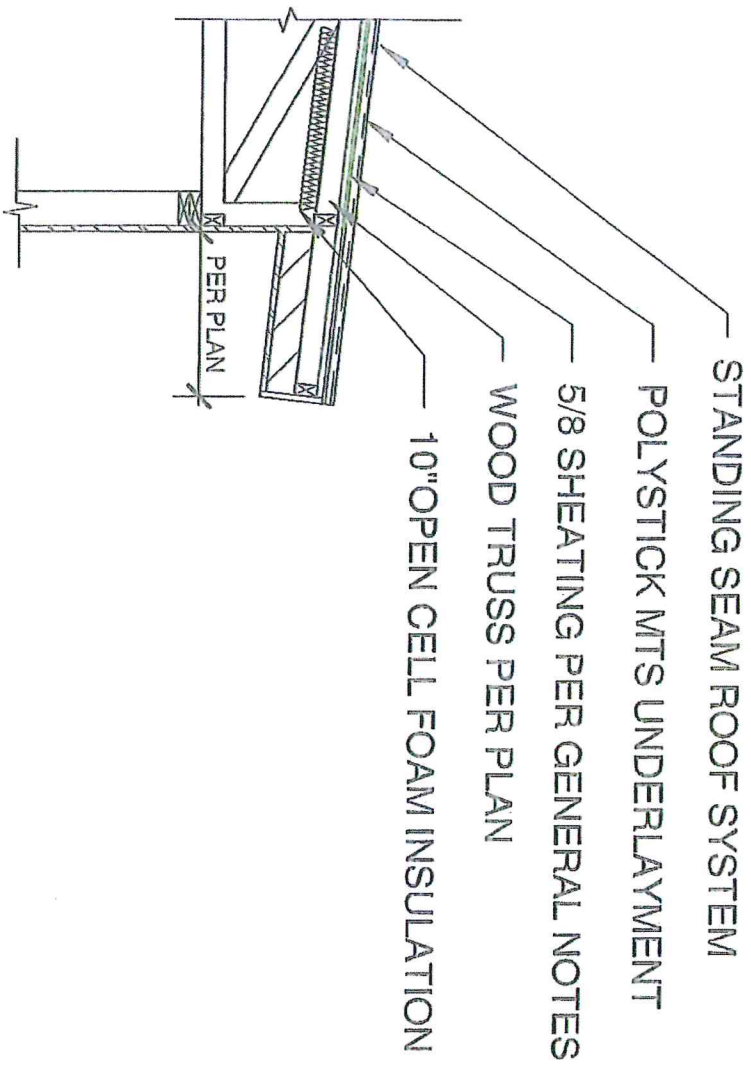
BY

DATE

COPIES TO

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

The proposed product, Foam-Lok spray foam insulation, to be installed to the underside of the roof deck at a depth of 10" in lieu of the 4-1/2" of rigid insulation as specified is acceptable. General Contractor to verify installation with specified Type A Acoustical Ceiling and acceptance by code official on the requirement of 15 minute thermal barrier separating the SPF from building interior.



ROOF DETAIL TO NORTH SIDE FIRE STATION, WESLACO

POLYSTICK® MTS

SELF-ADHERED HIGH TEMPERATURE ROOF UNDERLAYMENT

PRODUCT DESCRIPTION

Polystick MTS is a self-adhered waterproofing underlayment specifically designed for high temperature roofs featuring metal, concrete and clay tiles. Polystick MTS is manufactured with patented ADESO® Technology, a dual-compound technology that incorporates a fiberglass mat that is embedded in a modified compound with an aggressive proprietary self-adhesive compound applied to the bottom surface of the membrane.

Polystick MTS features an slip resistant film surface and 180 day UV exposure rating. Featuring exceptional tensile strength and thermal stability, Polystick MTS is temperature resistant to 265°F. Polystick MTS has a film-free selva edge on the top surface and a split release film on the bottom surface for easy installation.

TYPICAL APPLICATIONS

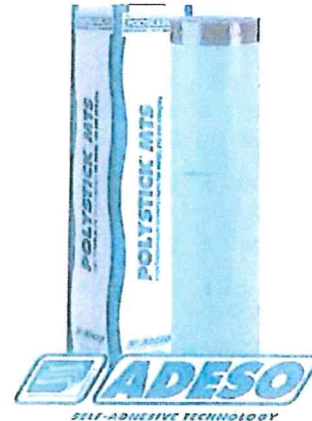
- Specifically designed as underlayment for high temperature environments
- Approved for application under metal, concrete and clay tile, and shingles
- Can be used as part of a multi-ply underlayment system
- Can be used for perimeter reinforcement and flashing details

FEATURES AND BENEFITS

- Patented ADESO Technology
- Approved up to 265°F
- 180 days exposure
- Exceptional tensile strength and thermal stability

TECHNICAL DESCRIPTION

TEST METHOD	PROPERTY	ASTM VALUE
ASTM D5147	Maximum load, Longitudinal and Transverse, min, kN/m (lbf/in.)	4.4 (25)
ASTM D5147	Elongation at break, min of modified bitumen portion (%)	10
ASTM D5147	Tear Resistance, Longitudinal and Transverse, min, N (lbf)	89 (20)
ASTM E96	Moisture Vapor Permeability, max, perms	0.1
ASTM D1970	Adhesion to Plywood @ 40°F, min, lbf/ft width	2.0
ASTM D1970	Adhesion to Plywood @ 75°F, min, lbf/ft width	12.0
ASTM D1970	Sealability around nail	pass
ASTM D1970	Waterproof integrity after low temp flexibility	pass
ASTM D1970	Waterproof integrity of lap seam	pass
ASTM D1970	Slip Resistance	pass



PRODUCT DATA

Coverage (Approx) 200 sq ft
Weight (Approx) 70 lbs
Thickness (Nominal) 1.5 mm; 60 mils
Roll Size 65'8" x 39 3/4" (20m x 1m)
Rolls/Pallet 20

APPLICABLE STANDARDS

- ASTM D1970, D5147
- UL Classified for use in class A, B or C roofs, as listed in the latest UL "Roofing Materials and Systems Directory"
- ICC ESR-1697
- Florida Building Code
- Miami Dade Code Compliance



PRODUCT WARRANTY

Polyglass U.S.A., Inc. commercial roofing membranes can be backed with a manufacturer's warranty for up to 20 years when used as part of an approved, multi-ply roofing system. Please see your Polyglass U.S.A., Inc. Sales or Technical Representative for specifications and details



POLYSTICK® MTS

SELF-ADHERED HIGH TEMPERATURE ROOF UNDERLAYMENT

APPLICATION INSTRUCTIONS

- Polystick MTS may be applied directly to the roof deck where allowable by Code.
- Do not apply directly on to existing shingles or other roof coverings.
- Apply only when the substrate is dry and project related temperatures (air, roof deck, membrane) are 40° F and rising.
- Cut the Polystick MTS to a suitable, workable length prior to placement.
- Lay the material flat in place, starting at the lowest point. Overlap seams 3" minimum side laps and 6" minimum.
- Peel half of the release film from the roll and apply firm, even pressure from the center to the outer edge. Remove the backing from the remaining half of the roll and apply pressure.
- Be sure to follow all local building code recommendations and requirements with regards to the width of ice dam materials.
- If full roof coverage application is desired, proper venting of the structure is recommended. Consult a design professional for proper venting requirements. Applications involving non-ventilated attics or sheathing with radiant barriers, an anchor sheet is recommended to allow venting and prevent the creation of a double vapor barrier condition.
- In steep slope applications of 2:12 slope or higher where back nailing may be recommended, be sure that all nails are covered by the overlapping next sheet.
- Polystick MTS must be covered within 180 days of installation or unless otherwise limited by the Authority Having Jurisdiction.

MANUFACTURING FACILITIES

- Fernley, NV
- Hazleton, PA
- Winter Haven, FL

CORPORATE HEADQUARTERS

Polyglass U.S.A., Inc.
1111 West Newport Center Drive
Deerfield Beach, FL 33442
www.polyglass.us
General Line: (888) 410-1375
(954) 233-1330
Customer Service: (800) 222-9782
Technical Service: (866) 802-8017

Questions? technical@polyglass.com

Product Disclaimer: Unless otherwise incorporated into or part of a supplemental manufacturer's warranty, Polyglass warrants its product(s) against manufacturing defects in its product that directly results in leakage for a period of 1 year.

Refer to safety data sheet (SDS) for specific data and handling of our products. All data furnished refers to standard production and is given in good faith within the applicable manufacturing and testing tolerances.

Polyglass U.S.A., Inc., reserves the right to improve and change its products at any time without prior notice. Polyglass U.S.A., Inc. cannot be held responsible for the use of its products under conditions beyond its own control. For most current product data and warranty information, visit www.polyglass.us



POLYSTICK[®]

ROOF UNDERLAYMENTS

About Polyglass

Polyglass is an ISO 9001:2015 Certified, leading manufacturer of modified bitumen roofing and waterproofing membranes and roof coatings for low- and steep-slope applications with over 25 years of experience in North America. Committed to adding value through innovation, Polyglass utilizes the most technologically advanced manufacturing process in the industry with six state-of-the-art manufacturing facilities- five in North America and one in Italy which services all of Europe.

Since 2008, Polyglass has been a part of the Mapei[®] Group, a multi-billion dollar manufacturer in the building industry with over 18 research centers and more than 20 production facilities in 13 countries.

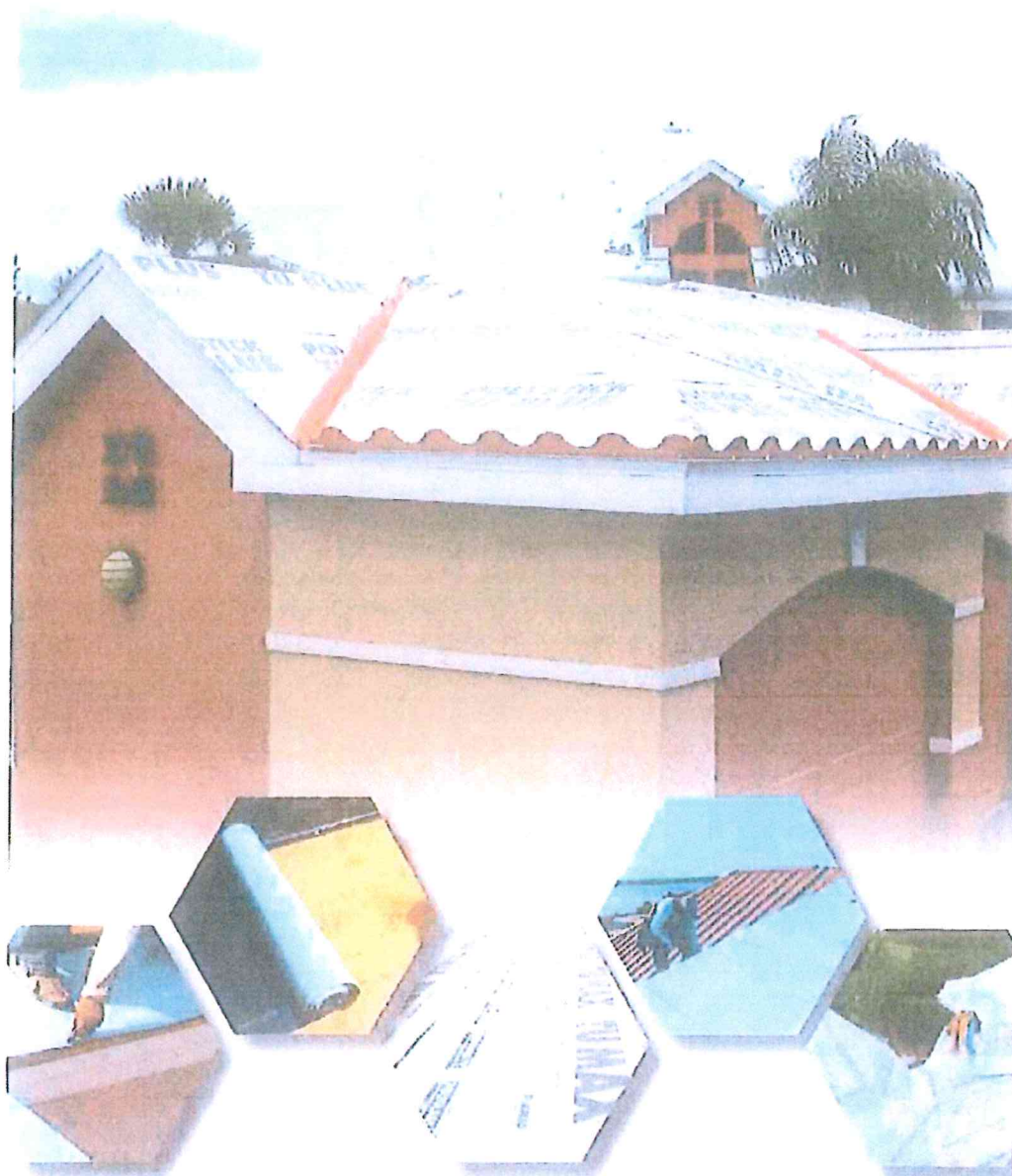
Polyglass prides itself in innovative and quality roofing products which exceed the needs and expectations of its customers all around the world. This commitment is demonstrated daily by the people that work for Polyglass where the customers' needs always come first.



Research & Development

Polyglass' manufacturing facilities are equipped with custom designed machinery built by Polyglass engineers. The plants feature a multiple variable advanced compound coating system that allows a broader application of proven formulations to new carriers, as well as allowing the production of composite products. In addition, Polyglass laboratories are designed to implement the highest quality standard testing methods to ensure product performance.

By combining Polyglass' manufacturing expertise and technology with the ability to purchase the finest raw materials available world-wide, Polyglass is able to produce superior performing, yet competitively priced products.



Why Use Polyglass Polystick Underlayments?

When deciding on what roof assembly to install, a quality roof underlayment can play a critical role in the performance of the roof system.

Provide your customers with the most technically advanced and time tested underlayment products on the market; build your business with long-term satisfied clients, reduced installation costs and fewer call backs.

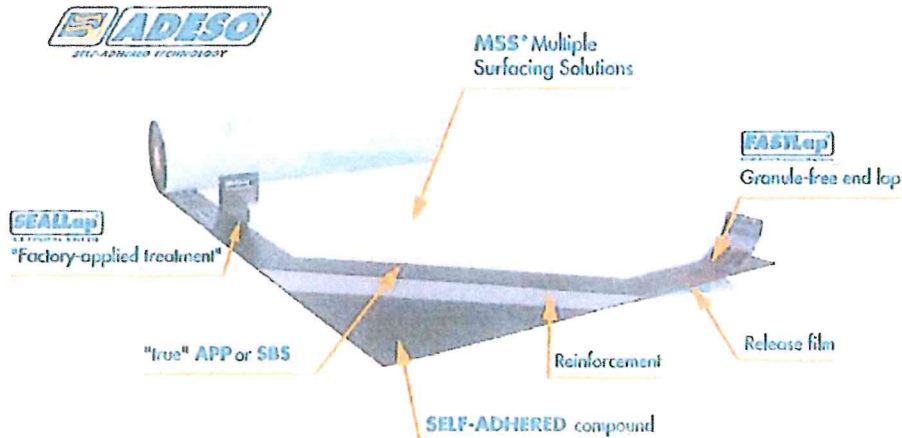
Polyglass produces quality roof underlayments for steep slope roofs.

- Safe and easy installation
- Independently-tested and certified
- Warranties up to 30 years
- Watertight protection

Underlayments with ADESO® Self-Adhered Technology

ADESO® Technology revolutionized the modified bitumen roofing industry by manufacturing dual-compound self-adhered membranes using a "true" APP or SBS formulation on the top weathering side and an aggressive self-adhered (or self-adhesive) formulation on the bottom side of the reinforcement.

ADESO Technology, and other innovative Polyglass patented technologies featured in our self-adhered membranes, provide for overall superior product and roof system performance. Most ADESO Technology membranes feature SEALlap®, a patented factory-applied adhesive treatment along the side of the membrane. Polyglass' self-adhered granulated cap sheets also feature FASTlap®, a patented granule-free end lap. Both SEALlap and FASTlap are protected by a removable film for easy installation.



FOAM-LOK™ 500

Open-Cell Spray Insulation

ICC ESR-2847

CCRR-1091

Product Use and Design

FOAM-LOK™ 500 is an Open-Cell spray applied foam, which when installed following application guidelines, adheres tenaciously to framing members and substrates. FOAM-LOK™ 500 provides superior energy economy and durability while significantly reducing unmanaged moisture and air infiltration.

FOAM-LOK™ 500 forms a completely sealed air barrier in wall cavities and can be used to fill 2" x 6" stud wall construction in a single application. Its performance is superior to commonly used fiber-glass batt or blown-in insulation. It adheres well to most building materials and will provide a continuous barrier against air infiltration for the life of the building. As a component of a "systems" approach to proper building envelope construction in both residential and commercial construction, FOAM-LOK™ 500 provides exceptional performance in reducing heat transfer.

Recommended Product Applications

- Walls
- Attics
- Floors
- Crawl Spaces
- Ceilings
- Vaulted or Cathedral Ceilings

Recommended Processing Parameters

Processing Designation	FOAM-LOK™ 500
Ambient Temperature	20°F - 120°F
Equipment Dynamic Pressure	1,100 - 1,500 psi
Preheat Temperature (A&B/Hose)	130 - 140°F (54 - 60°C)
Drum Preheat Temperature (prior to use)	65 - 85°F (18 - 29°C)
Drum Storage Temperature (warehouse)	50 - 90°F (10 - 32°C)

Material Shelf Life:

Six (6) months when stored within recommended temperature range.

Optimum hose pressure and temperature may vary as a function of the type of equipment, ambient and substrate conditions, and the specific application. It is the responsibility of the applicator to properly interpret equipment technical literature, particularly information that relates acceptable combinations of gun chamber size, proportioner output, and material pressures.

- 2:1 transfer pumps are recommended for material transfer from container to the proportioner.
- CAUTION: Extreme care must be taken when removing and reinstalling drum transfer pumps so as NOT to reverse the "A" and "B" components.
- Do not circulate or mix other suppliers' "A" or "B" component into FOAM-LOK™ containers.
- The plural component proportioner must be capable of supplying each component within $\pm 2\%$ of the desired 1:1 mixing ratio by volume.

1 Year by installer

FOAM-LOK™

SPRAY FOAM INSULATION

Physical Properties

Properties	Test Method/Requirements	Value
Aged "R" Value	ASTM C510	3.9 per inch
Core Density	ASTM D1622	.4-6 lbs./ft ³
Open-Cell Content	ASTM D2856	>94%
Tensile Strength	ASTM D1623	3 psi
Air Permeance	ASTM E203-04	< 0.02L/s/M ² at 4.5 inches
Dimensional Stability: 28 days at 160°F, 100%RH	ASTM D2126 15% max by volume change	3%
Sound Transmission	ASTM E413-2004	Sound Transmission Class 41
	ASTM E1332-90	Indoor-Outdoor Transmission Class 30
	ASTM C423-02a	Noise Reduction Coefficient 0.10
Moisture Vapor Transmission	ASTM E-96	1" - 22 perms 2" - 15 perms
Flammability	ASTM E970 / >0.12	.19
Flammability	NFPA 259	1012 BTU / ft ² 20.6 MJ / m ²

Credentials/Certifications

• ICC ESR-2847

FOAM-LOK™ 500 is a Class I formulation, as Tested per ASTM E84, and possess the flammability characteristics shown: (UL 723, NFPA 255, UBC 8-1)

• CCRR-1091

FOAM-LOK™ 500 has been evaluated by Priest & Associates Consulting, LLC according to Section 3.2.2.3 AC308 (2015) as per IBC and IRC code sections.

ASTM Method E84	Class I
Flame Spread	≤25
Smoke Development	≤450
ASTM E-1354	PASSED
ASTM E-119	1 Hour Non Load Bearing Wall - Wood or Steel

Room Corner Fire Testing*

*NFPA 286	
Location	SPF Thickness*
Wall and Ceilings	Up to 12 in (305 mm)
*Diversified Modified NFPA 286 Per Appendix X	
Walls	Up to 5.50 inches
Ceilings	Up to 11.50 inches

*4 Wet mils / 3 Dry mils FIRE-LOK / DC315 Required

FOAM-LOK™ 500

Open-Cell Spray Insulation

ICC ESR-2847
CCRR-1091
Rev. Date 02/2015

*THESE VALUES REFER TO THE TOTAL THICKNESS OF THE PRODUCT TESTED, NOT THE MAXIMUM THICKNESS ALLOWED PER PASS OR APPLICATION. THIS FOAM MUST NOT BE APPLIED IN EXCESS OF 8 INCHES PER APPLICATION. THE FOAM SHOULD BE ALLOWED TO COOL FOR 10 TO 20 MINUTES OR UNTIL THE SURFACE TEMPERATURE HAS RETURNED TO AMBIENT BEFORE ADDITIONAL APPLICATIONS OF FOAM ARE ATTEMPTED. FOAM APPLIED IN EXCESS OF 8 INCHES OR WITHOUT ALLOWING FOR COOLING MAY RESULT IN, BUT IS NOT LIMITED TO EXCESS HEAT BUILD-UP AND COULD RESULT IN FIRE OR THE GENERATION OF OFFENSIVE ODORS THAT MAY NOT DISSIPATE WITH TIME.

Thermal Barrier

IRC and IBC codes require that SPF be separated from the interior of a building by an approved fifteen (15) minute thermal barrier, such as 1/2" gypsum wall board or equivalent, installed per manufacturer's instructions and corresponding code requirements. There are exceptions to the thermal barrier requirement: (1) Code authorities may approve coverings based on fire tests specific to the SPF application. For example, covering systems that successfully pass large scale tests may be approved by code authorities in lieu of a thermal barrier; (2) SPF protected by 1" thick masonry does not need a thermal barrier. Certain materials that offer protection from ignition, called "ignition barriers," may not be considered as thermal barrier alternatives unless they comply with NFPA 286 or other similar full scale tests. Applicators should request test data and code body approvals or other written indications of acceptability under the code to be sure that the product selected offers code-compliant protection.

Safety and Handling

Respiratory protection is MANDATORY! Lapolla requires that supplied air and a full face mask be used during the application of any spray applied foam system. Contact Lapolla Industries for a copy of the Model Respiratory Protection Program developed by CPI or visit their web site at www.polyurethane.org. Persons with known respiratory allergies should avoid exposure to the "A" component. The "A" component contains reactive isocyanate groups. The materials must be handled and used with adequate ventilation. The vapors must not exceed the TLV (0.02 parts per million) for isocyanates. Avoid breathing vapors. Wear a NIOSH approved respirator. If inhalation of vapors occur, remove victim from contaminated area and administer oxygen if breathing is difficult. Call a physician immediately. Avoid contact with skin, eyes, and clothing. Open containers carefully, allowing any pressure to be relieved slowly and safely. Wear chemical safety goggles and rubber gloves when handling or working with these materials. In case of eye contact, immediately flush with large amounts of water for at least fifteen minutes. Consult a physician immediately. In case of skin contact, wash area with soap and water. Wash clothes before reuse.

Applicators should ensure the safety of the jobsite and construction personnel by posting appropriate signs warning that all "hot work" such as welding, soldering, and cutting with torches should take place no less than 35 feet from any exposed foam. If "hot work" must be performed all spray polyurethane foam should be covered with an appropriate fire or welder's blanket, and a fire watch should be provided.

FOAM-LOK™

SPRAY FOAM INSULATION

In Case of Spills or Leaks

- Utilize appropriate personal protective equipment
- Ventilate area to remove vapors
- Contain and cover spilled material with a loose, absorbent material such as oil-dry, vermiculite, sawdust or Fuller's earth
- Shovel absorbent waste material into proper waste containers
- Wash the contaminated areas thoroughly with hot, soapy water
- Report sizeable spills to proper environmental agencies

In Case of Fire

Extinguishing Media: Dry chemical extinguishers such as mono ammonium phosphate, potassium sulfate, and potassium chloride. Additionally, carbon dioxide, high expansion (proteinic) chemical foam, or water spray for large fires.

Positive pressure ventilation of the work area is recommended to minimize the accumulation of vapors in the work area during the application. Improper application techniques of this foam system must be avoided. This includes excessive thickness, off ratio material, and spraying into rising foam. The potential results of improperly applied materials may include but is not limited to excessive heat build-up, and may result in a fire or offensive odors which may not dissipate with time and/or poor product performance due to improper density of the applied material. Large masses of sprayed materials should be avoided. When large masses are generated they should be removed from the area, cut into small pieces and allowed to cool before disposal. Failure to follow this recommendation may result in a fire. It is recommended that a fire extinguisher be located in an easily accessible portion of the work area.

DISCLAIMER

The data presented herein is not intended for use by non-professional applicators, or those persons who do not purchase or utilize this product in the normal course of their business. The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any particular use is the responsibility of the buyer.

All guarantees and warranties as to products supplied by Lapolla Industries shall have only those guarantees and warranties expressed in writing by the manufacturer. The buyer's sole remedy as to any material claims will be against the applicator of the product. The aforementioned data on this product is to be used as a guide and is subject to change without notice. The information herein is believed to be reliable, but unknown risks may be present.

NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING PATENT WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE, ARE MADE BY LAPOLLA WITH RESPECT TO OUR PRODUCTS OR INFORMATION SET FORTH HEREIN.



To the best of our knowledge, the technical data contained herein is true and accurate at the date of issuance and is subject to change without prior notice. User must contact Lapolla Industries, Inc. to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Lapolla Industries, Inc.'s quality control. We assume no responsibility for coverage, performance or injuries resulting from use.

Copyright © 2016 Lapolla Industries, Inc. All rights reserved. Lapolla® and Foam LOK™ are trademarks of Lapolla Industries, Inc. in the US and other countries.



Lapolla Industries, Inc. | 15402 Venture Parkway East, Suite 322 Houston, Texas 77032 | (888) 4-Lapolla | lapolla.com



Date: June 21, 2019

This letter is to confirm that Lapolla Industries, Inc. has reviewed the safety policies application guidelines and performance history work completed by RGV Irrigation.

Based on the information we have approved RGV Irrigation as an Approved and Qualified Applicant of Lapolla Industries, Inc. spray applied foam and coating systems.

If anyone has any question regarding this information or the status of this company as an Approved and Qualified Applicant they may call me at any time.

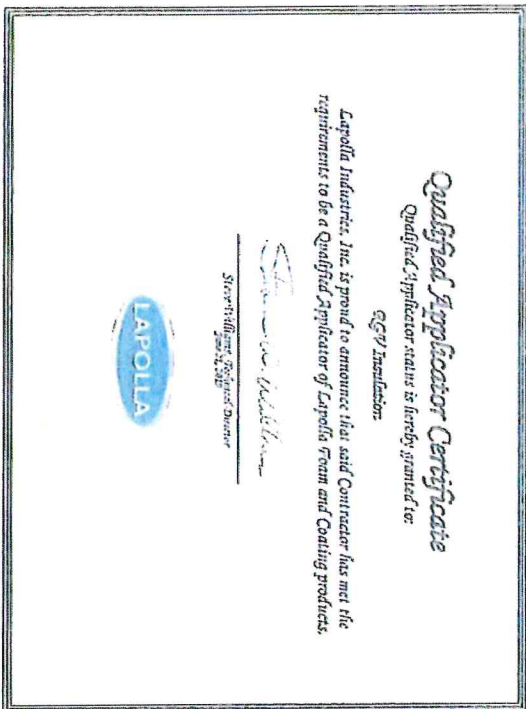
Steven W. Williams

Steven W. Williams
Technical Director
Lapolla Industries, Inc.
15402 Venture Parkway East,
Suite 222
Houston, Texas 77057
281-219-4100

RECEIVED
Steven W. Williams

Lapolla Industries, Inc. - Corporate Office
15402 Venture Parkway East, Suite 222
Houston, TX 77057
Please use this fax line to fax to us
281-219-4100
www.lapolla.com
info@lapolla.com

Done Qualified Applicator Certificat... 



RECEIVED
Stetson



Recognition of Completion

RODRIGUEZ, SERGIO

ID Number: 0000123935

successfully completed

HIGH PRESSURE SPF - SAFETY TRAINING

presented by

**The Center for the Polyurethanes Industry of the
American Chemistry Council**

Instructor: ONLINE

Completed: 01/30/2018

Expiration: 01/30/2020

Course Code: ACCSPF001



RECEIVED
[Signature]

July 25, 2019

RE: Change proposal Request #005

Please see below:

1. Provide cost to add ten (10) new data drops to the project as requested by the City of Weslaco on the Revised Plan per Sheet EP1.0.

Provide cost to add three (3) new exterior camera locations to the project as requested by the City of Weslaco on the Revised Plan per Sheet ESS1.0. Each location shall include routing $\frac{3}{4}$ " conduit with pull string from the exterior camera location back box to the cable tray. Field coordinate exact locations and additional requirements with the Technology contractor prior to rough-in per Note 4. (The existing six exterior camera locations included in the base proposal will remain as part of the contract)

Provide cost to add four (4) new interior camera locations to the project as requested by the City of Weslaco on the Revised Plan per Sheet ESS1.0. Each location shall include routing $\frac{3}{4}$ " conduit with pull string from the interior camera location back box to the cable tray. Field coordinate exact locations and additional requirements with the Technology contractor prior to rough-in per Note 4. (The existing 3 interior camera locations included in the base proposal will remain as part of the contract)

Each exterior and interior camera location will require two Cat 6 cables to be furnish and installed by the Owner. Cameras will also be furnished and installed by the Owner.

	\$2,405.00
5. Provide credit to delete the CCTV Equipment per Submittal #17.	<u>-\$2,000.00</u>

Total for Change Proposal Request #5	\$405.00
--------------------------------------	----------

Thank you,

Connie Bearden

Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Change Proposal Request

Project: North Side Fire Station
City of Weslaco

Request No.: 05

AAA Project No.: 1608

Date: July 15, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, Texas 78599

Attention: Jorge Gonzalez

This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.

This request is not an authorization for changes or additional work, and it does not revise the contract price.

Description of Work: (Per the Coordination of Owner Provided Items – Special Systems Meeting on 05/28/19)

1. Provide cost to add ten (10) new data drops to the project as requested by the City of Weslaco on the Revised Plan per Sheet EP1.0.
2. Provide cost to add three (3) new exterior camera locations to the project as requested by the City of Weslaco on the Revised Plan per Sheet ESS1.0. Each location shall include routing $\frac{3}{4}$ " conduit with pull string from the exterior camera location back box to the cable tray. Field coordinate exact locations and additional requirements with the Technology contractor prior to rough-in per Note 4.
(The existing six exterior camera locations included in the base proposal will remain as part of the contract)
3. Provide cost to add four (4) new interior camera locations to the project as requested by the City of Weslaco on the Revised Plan per Sheet ESS1.0. Each location shall include routing $\frac{3}{4}$ " conduit with pull string from the interior camera location back box to the cable tray. Field coordinate exact locations and additional requirements with the Technology contractor prior to rough-in per Note 4.
(The existing 3 interior camera locations included in the base proposal will remain as part of the contract)
4. Each exterior and interior camera location will require two Cat 6 cables to be furnish and installed by the Owner. Cameras will also be furnished and installed by the Owner.
5. Provide credit to delete the CCTV Equipment per Submittal #17.

Attachment: Meeting Minutes dated 05/28/19, Sheet EP1.0, Sheet ESS1.0, and Submittal #17 - CCTV

This change proposal was initiated at the request of the:

☒ Owner

☐ Architect

☐ Engineer

☐ Contractor


Erasmo Eli Alvarado III
Vice President

cc: Andrew Munoz, City of Weslaco
Benjamin Worsham, City of Weslaco



TRI-GEN CONSTRUCTION, L.L.C.
2900 N TEXAS BLVD STE 201
WESLACO, TX 78599

Purchase Order

Phone # (956) 447-1048

Date 4/5/2019

P.O. No. 8955

Vendor

PROTECH SECURITY SYSTEMS
LAZARO RODRIGUEZ
311 Progress ST.
Mercedes, TX 78570

Ship To

NORTHSIDE FIRESTATION
412 E Mile 11 North
Weslaco, Texas 78596

Video Surveillance Equipment Intsallation
Video Surveillance Equipment Materials
Toughdog CCTV System is to be provided with this
project. System includes NVR with 2TB hard drive, 4
high def dome cameras and 1-360 camera. a 12
month manufactures warranty to be provided with the
installatin labor.
Invoices are due to GC - signed by the supervisor by
the 23rd. Paid by the following 15th.

1,000
1,000

1.00
1.00

1,000.00
1,000.00

**Sub understands that this is not formal/final until the
submittals are signed and sent back.

Credit

Total

\$2,000.00

LONGORIA'S ELECTRIC BID RECAP

Estimate Name - CPR - 05
Estimate Due Date - ASAP
Description - CPR - 5

TOTALS FROM PRICE SHEETS

Price Sheet	Material	Labor
Sheet #1	573.14	34.02
Sheet #2	0.00	0.00
Sheet #3	0.00	0.00
Sheet #4	0.00	0.00
Sheet #5	0.00	0.00
Sheet #6	0.00	0.00
Sheet #7	0.00	0.00
Sheet #8	0.00	0.00
Sheet #9	0.00	0.00
Sheet #10	0.00	0.00
Sheet #11	0.00	0.00
Sheet #12	0.00	0.00
TOTALS	573.14	34.02

LABOR DISTRIBUTION

Description	Rate	Hours	Extension
		0.00	0.00
		0.00	0.00
		0.00	0.00
Composite Rate	35.00	34.02	1,190.55
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
TOTAL		34.02	1,190.55

QUOTATIONS

Description	Price
Quote #1	0.00
Quote #2	0.00
Quote #3	0.00
Quote #4	0.00
Quote #5	0.00
Quote #6	0.00
Quote #7	0.00
Quote #8	0.00
	0.00

DIRECT JOB EXPENSES

DESCRIPTION	PRICE
Small Tools @ 2% Of Labor	23.81
DJE #2	0.00
DJE #3	0.00
DJE #4	0.00
DJE #5	0.00
DJE #6	0.00
DJE #7	0.00
DJE #8	0.00
	23.81

SUBCONTRACTORS

Description	Price
Sub #1	0.00
Sub #2	0.00
Sub #3	0.00
Sub #4	0.00
Sub #5	0.00
Sub #6	0.00
Sub #7	0.00
Sub #8	0.00
TOTAL	0.00

SUMMARY

Description	Rates	Extension
Extended Material		573.14
Quotations		0.00
Misc Material @ 2.50% Of Extended Material		14.33
Extended Labor @ Average Labor Rate		1,190.55
Estimating 2.00 Hours @	55.00	110.00
Project Manager 1.70 Hours @	45.00	76.54
Direct Job Expense		23.81
Subcontractors		0.00
Rentals		0.00
Sub Total		1,988.37
Overhead 10.00%		198.84
Sub Total		2,187.20
Profit @ 10.00%		218.72
Sub Total		2,405.92
Sales Tax 0.00%		0.00
Sub Total		2,405.92

RENTALS

Description	Price
Rental #1	0.00
Rental #2	0.00
Rental #3	0.00
Rental #4	0.00
Rental #5	0.00
Rental #6	0.00
Rental #7	0.00
Rental #8	0.00
TOTAL	0.00

BID SUMMARY TOTAL

2,405.92



LONGORIA'S ELECTRIC PRICING SHEET

SIZE	MATERIAL	COUNT	PRICE	PER	DIS	EXTENSION	LABOR	PER	EXTENSION
SHEET EP1.0									
DATA STUB-UPS									
	TSGB16	11	2.5372	E	N	27.91	0.0360	E	0.3960
4SQ	4SQ BOX 1/2 3/4 KO	11	0.6576	E	N	7.23	0.1092	E	1.2012
EMT	3/4" EMT	110	0.7642	E	N	84.06	0.0276	E	3.0360
3/4"	STEEL COMPRESSION INSULATED CONNECTOR	22	0.4421	E	N	9.73	0.0504	E	1.1088
3/4"	STEEL COMPRESSION COUPLING	11	0.3635	E	N	4.00	0.0720	E	0.7920
3/4"	PLASTIC BUSHING	22	0.1070	E	N	2.35	0.0396	E	0.8712
	JETLINE	132	0.0066	E	N	0.87	0.0024	E	0.3168
5/8"	1G PLASTER RING 5/8 RAISE	11	0.4440	E	N	4.88	0.0468	E	0.5148
4SQ	BLANK COVER	11	0.2827	E	N	3.11	0.0276	E	0.3036
STRAP	3/4" 1 HOLE STRAP	22	0.0887	E	N	1.95	0.0384	E	0.8448
#10	TEK SCREWS	22	1.1160	E	N	24.55	0.0264	E	0.5808
ANNUNCIATOR RELOCATION									
1"	PVC FEMALE ADAPTOR	1	0.2806	E	N	0.28	0.1200	E	0.1200
1"	STEEL COMPRESSION INSULATED CONNECTOR	2	0.6968	E	N	1.39	0.0960	E	0.1920
1"	PLASTIC BUSHING	2	0.0683	E	N	0.14	0.1800	E	0.3600
1"	EMT	45	1.2598	E	N	56.69	0.0510	E	2.2950
1"	STEEL COMPRESSION COUPLING	4	1.2032	E	N	4.81	0.1800	E	0.7200
STRAP	1" 1 HOLE STRAP	10	0.1744	E	N	1.74	0.0960	E	0.9600
#10	TEK SCREW	10	1.1160	E	N	11.16	0.0264	E	0.2640
	JETLINE	47	0.0066	E	N	0.31	0.0024	E	0.1128
ESS1.0									
NEW CAMERA / DATA OUTLETS									
	TSGB16	21	2.5368	E	N	53.27	0.0360	E	0.7560
4SQ	4SQ BOX 1/2 3/4 KO	21	0.6576	E	N	13.81	0.1092	E	2.2932
EMT	3/4" EMT	210	0.7644	E	N	160.52	0.0276	E	5.7960
3/4"	STEEL COMPRESSION INSULATED CONNECTOR	42	0.4421	E	N	18.57	0.0504	E	2.1168
3/4"	STEEL COMPRESSION COUPLING	21	0.3635	E	N	7.63	0.0720	E	1.5120
3/4"	PLASTIC BUSHING	42	0.1068	E	N	4.49	0.0396	E	1.6632
	JETLINE	252	0.0072	E	N	1.81	0.0024	E	0.6048
5/8"	1G PLASTER RING 5/8 RAISE	21	0.4440	E	N	9.32	0.0468	E	0.9828
4SQ	BLANK COVER	21	0.2827	E	N	5.94	0.0276	E	0.5796
STRAP	3/4" 1 HOLE STRAP	42	0.0887	E	N	3.73	0.0384	E	1.6128
#10	TEK SCREWS	42	1.1160	E	N	46.87	0.0264	E	1.1088
						573.14			34.0158

Tri-Gen Construction LLC
2900 N. Texas Blvd., Suite 201
Weslaco, Texas 78599
956-447-1048

July 17, 2019

Change Proposal Request #06

To Follow is the breakdown requested for the AEP plan to change route of power to the facility:

AEP Survey and Easement Recording	\$2500.00
Electrical Credits for changes	-\$8988.00
Total Credit	-\$6,488.00

If you have any questions, please do not hesitate to ask. Thank you

Respectfully,

Connie Bearden
Tri-Gen Construction LLC

Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Change Proposal Request

Project: North Side Fire Station
City of Weslaco

Request No.: 06

AAA Project No.: 1608

Date: July 16, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, Texas 78599

Attention: Jorge Gonzalez

This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.

This request is not an authorization for changes or additional work, and it does not revise the contract price.

Description of Work: (Per Meeting with Tri-Gen and AEP)

1. Provide credit for changes in the electrical service provided to the project per meeting with AEP and the attached drawing ES1.0.

Attachment: Sheet ES1.0

This change proposal was initiated at the request of the:

☐ Owner

☐ Architect

☐ Engineer

☒ Contractor



Erasmo Eli Alvarado III
Vice President

cc: Andrew Munoz, City of Weslaco
Benjamin Worsham, City of Weslaco



- JME**
E N G I N E E R I N G
- 1704 E. Robinson Ave., Duluth, Texas 78627
P: 956-672-3101 www.jme-engineering.com
Texas Registration Number: 17-14937
Project Engineer: Don Alb
- 6/18/19
- Professional Engineer
No. 109832
State of Texas
Don Alb

[illegible]

LONGORIA'S ELECTRIC BID RECAP

Estimate Name - Weslaco Fire Station
 Estimate Due Date - ASAP
 Description - Credit for changing Incoming Service From Underground to Overhead

TOTALS FROM PRICE SHEETS

Price Sheet	Material	Labor
Sheet #1	-9,638.19	-31.82
Sheet #2	0.00	0.00
Sheet #3	0.00	0.00
Sheet #4	0.00	0.00
Sheet #5	0.00	0.00
Sheet #6	0.00	0.00
Sheet #7	0.00	0.00
Sheet #8	0.00	0.00
Sheet #9	0.00	0.00
Sheet #10	0.00	0.00
Sheet #11	0.00	0.00
Sheet #12	0.00	0.00
TOTALS	-9,638.19	-31.82

LABOR DISTRIBUTION

Description	Rate	Hours	Extension
		0.00	0.00
		0.00	0.00
		0.00	0.00
Composite Rate	18.50	-31.82	-588.60
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
TOTAL		-31.82	-588.60

QUOTATIONS

Description	Price
CT Cabinet (per attached quote)	963.88
Quote #2	0.00
Quote #3	0.00
Quote #4	0.00
Quote #5	0.00
Quote #6	0.00
Quote #7	0.00
Quote #8	0.00
	963.88

DIRECT JOB EXPENSES

DESCRIPTION	PRICE
Small Tools @ Of Labor	0.00
Permit	0.00
DJE #3	0.00
DJE #4	0.00
DJE #5	0.00
DJE #6	0.00
DJE #7	0.00
DJE #8	0.00
	0.00

SUBCONTRACTORS

Description	Price
Sub #1	0.00
Sub #2	0.00
Sub #3	0.00
Sub #4	0.00
Sub #5	0.00
Sub #6	0.00
Sub #7	0.00
Sub #8	0.00
TOTAL	0.00

SUMMARY

Description	Rates	Extension
Extended Material		-9,638.19
Quotations		963.88
Misc Material @ Of Extended Material		0.00
Extended Labor @ 18.50 Average Labor Rate		-588.60
Estimating 5.00 Hours @	55.00	275.00
Project Manager Hours @	45.00	0.00
Direct Job Expense		0.00
Subcontractors		0.00
Rentals		0.00
Sub Total		-8,987.90
Overhead	0.00%	0.00
Sub Total		-8,987.90
Profit @	0.00%	0.00
Sub Total		-8,987.90
Sales Tax	0.00%	0.00
Sub Total		-8,987.90
Bond @	0.00%	0.00
		-8,987.90

RENTALS

Description	Price
Rental #1	0.00
Rental #2	0.00
Rental #3	0.00
Rental #4	0.00
Rental #5	0.00
Rental #6	0.00
Rental #7	0.00
Rental #8	0.00
TOTAL	0.00

BID SUMMARY TOTAL -8,987.90

15%



IntelliBid

LONGORIA'S ELECTRIC PRICING SHEET

SIZE	MATERIAL	COUNT	PRICE	PER	DIS	EXTENSION	LABOR	PER	EXTENSION
4	GRC	-28	16.528	E	N	-462.78	0.151	E	-4.23
4	GRC	30	16.528	E	N	495.84	0.168	E	5.04
4	PVC SCH 40 10' LAID IN TRENCH	-288	1.548	E	N	-445.82	0.028	E	-7.98
4	GRC 90-DEG ELBOW	-4	52.090	E	N	-208.36	2.100	E	-8.40
4	GRC/IMC COUPLING	-2	12.670	E	N	-25.34	0.030	E	-0.06
4	MYERS THREADED GRND HUB	4	47.178	E	N	188.71	1.250	E	5.00
4	PVC FEMALE ADAPTER	-2	1.682	E	N	-3.36	0.225	E	-0.45
4	PVC FEMALE ADAPTER	-2	1.682	E	N	-3.36	0.250	E	-0.50
4	THREADED ALUM WEATHER HEAD	2	67.010	E	N	134.02	3.000	E	6.00
4	PLASTIC BUSHING	-2	0.854	E	N	-1.71	0.070	E	-0.14
600	THHN/THWN CU (STR)	-1,360	7.867	E	N	-10,699.12	0.016	E	-21.39
600	THHN/THWN CU (STR)	160	7.867	E	N	1,258.72	0.034	E	5.38
1/4 x 3"	TOGGLE BOLT	10	0.273	E	N	2.73	0.120	E	1.20
1/4"	PLTD FLAT WASHER	10	0.021	E	N	0.21	0.001	E	0.01
1 5/8" x	P3300 12G STRUT 1-1/8"SLOT PG ZINC	15	1.252	E	N	18.78	0.123	E	1.84
4	GALV RIGID STRUT CLAMPS	10	2.850	E	N	28.50	0.060	E	0.60
24"W x 36"	BACKHOE TRENCHING SANDY	-144	0.000	E	N	0.00	0.060	E	-8.64
24"W x 48"	BACKHOE BACKFILL SANDY TRENCH	-144	0.000	E	N	0.00	0.060	E	-8.64
3"	RED TRENCH CAUTION TAPE	-152	0.011	E	N	-1.67	0.002	E	-0.36
4"	GALV ROOF FLASHING	2	14.168	E	N	28.34	0.500	E	1.00
	DRILL HOLE	10	0.000	E	N	0.00	0.125	E	1.25
LARGE	DRILL HOLE THRU PLYWOOD	2	0.000	E	N	0.00	0.333	E	0.67
	PORCELAIN INSULATOR	2	28.750	E	N	57.50	0.500	E	1.00
						-9,638.19			-31.82



CRAWFORD ELECTRIC SUPPLY
1105 BUSINESS PARK DR
MISSION, TX 78572
956-519-1422 Fax 956-519-1455

jllanos@crawfordelectricsupply.com

QUOTE TO:
LONGORIAS ELECTRICAL SERVICES INC
2012 OKLAHOMA
MISSION, TX 78572
956 566-3083

Quotation

QUOTE DATE	QUOTE NUMBER
06/07/19	S008660236
PAGE NO.	
1 of 1	

SHIP TO:
LONGORIAS ELECTRICAL SERVICES
2012 OKLAHOMA
MISSION, TX 78572
956 566-3083

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB NAME		QUOTED TO		
31133		.						
SALESPERSON			SHIP VIA		FREIGHT ALLOWED		EXPIRATION DATE	
JOSE DONATO LLANOS			BID		No		11:59pm CT 06/14/19	
ORDER QTY	UPC	DESCRIPTION				UNIT PRICE	U	EXT PRICE
1ea	78457221300	MIB 484812-CT3R-WB CT ENC TYP3R HINGED				963.880	e	963.88

TERMS & CONDITIONS

This order is subject to Company Terms and Conditions of Sale, which provisions shall govern in the event of any conflict with any Terms or Conditions of Purchaser's proposal, purchase order or other documents. All quotes/bids for Pipe and Wire are good for the date of the bid only. No extension of the pricing of these items is authorized by any employee of the Company without express written consent in the form of an official letter or signed acknowledgement of an Officer of the Company.

Subtotal	963.88
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	963.88

LONGORIA'S ELECTRIC
2012 OKLAHOMA AVE.
MISSION, TX 78572
(956)827-8813 FAX: (956)583-9539
HECTOR@LONGORIASELECTRIC.COM
TECL 20530

Weslaco Northside Fire Station
RFCO #1
6/18/2019

CLARIFICATIONS

1. Roofing Contractor to be responsible for penetration/WP Seals where service masts penetrate roof.
2. Attached pricing is under the assumption that the CT Cabinet will stay in same location and the required utility clearances can be achieved.



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2622	
From:			
Subject: Discussion and consideration to approve Allowance Expenditure Authorization No. 2 for the North Side Fire Station Project as presented by Alvarado Architects and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
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):			
Molly Vallejo Andrew Muñoz Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: AEA #2			
Responsibilities upon Approval:			

Alvarado Architects & Associates, Inc.
307 South Main Street
Donna, Texas 78537
Phone: 956.464.8258
Fax: 956.464.8268

Allowance Expenditure Authorization

Project: North Side Fire Station
City of Weslaco

Authorization No.: 02

AAA Project No.: 1709

Date: July 30, 2019

To: Tri-Gen Construction
2900 North Texas Boulevard, Ste. 201
Weslaco, TX 78599

Attention: Mr. Jorge Gonzalez

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

1. Per CPR No. 07: Provide costs for the Test and Balance of the HVAC system on the project per the Plans and Specifications. \$ 1,950.00

TOTAL: \$1,950.00

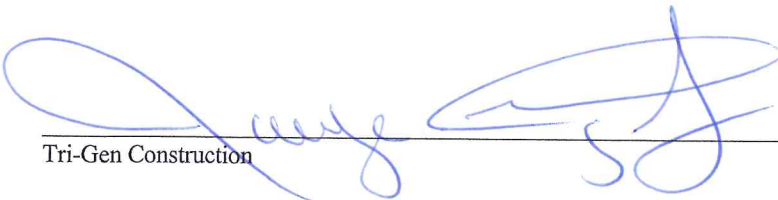
Original Test and Balance Allowance	\$ 10,000.00
Allowance Balance Prior to this Authorization.....	\$ 10,000.00
Allowance Sum will be Decreased by this Authorization.....	\$ 1,950.00
New Test and Balance Allowance Balance.....	\$ 8,050.00



Alvarado Architects & Associates, Inc.

07.30.19

Date



Tri-Gen Construction

7/30/19

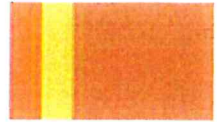
Date

City of Weslaco

Tri-Gen Construction LLC

2900 N. Texas Blvd., Suite 201 Weslaco, Texas 78599

956-447-1048 trigenconnie@gmail.com



7/30/19

Eli,

To follow are the costs for the Test and Balance Allowance. Jorge is ready to do the duct testing so if you can get this back to me – it would be greatly appreciated.

TAB/Duct Test Allowance

	<u>TAB Base</u>	<u>Alt Add</u>	<u>Duct Test</u>	<u>Total</u>
AIC	\$ 1,575.00	\$ 500.00	\$ 650.00	\$ 2,725.00
TAB Fx	\$ 1,250.00	N/A	\$ 700.00	\$ 1,950.00
PHI Agency	\$ 2,840.00	\$ 640.00	INCLUDED	\$ 3,480.00

Respectfully,

Connie Bearden
Tri-Gen Construction, LLC



AERODYNAMICS INSPECTING COMPANY

11403 Grapewood Drive
Houston, TX 77089
Office: (281) 481-1598
Fax: (281) 481-9203
Email: testnbalance@aerotexhvac.com



PROPOSAL SUBMITTED TO General/Mechanical Contractor		PHONE/FAX n/a	DATE 06/23/18 07/29/19
STREET n/a		JOB NAME City of Weslaco New Fire Station	
CITY, STATE AND ZIP CODE n/a		JOB LOCATION Weslaco, TX	
ARCHITECT Alvarado Architects	DATE OF PLANS 05/21/18	EMAIL: n/a	

We hereby submit specifications and estimates for:

PROFESSIONAL SERVICES TO PROVIDE THE FOLLOWING:

TEST, ADJUST AND BALANCE THE HVAC SYSTEM ON THE ABOVE REFERENCED PROJECT PER PLANS AND SPECIFICATIONS WITH "PROFESSIONAL ENGINEER" CERTIFIED REPORTS.

Base Bid: \$1,575.00

Alternate #1: (add) \$500.00

- Addendums Reviewed: 1, 2 & 3
- Alternates Reviewed: 1
- Upon Request, Duct Leak Testing: (add) \$650.00 Daily
- Upon Request, Sound & Vibration Testing: (add) \$650.00 Daily
- Upon Request, Replace Pulleys & Belts per Units: (add) \$250.00 ea.

Per Specifications #230593:

Submit Qualifications, Procedures & TAB Forms

Attend Balance Conference/Meeting

Perform System Readiness Checklist

Submit Status Reports

Verify TAB Conditions (Within 90 days)

Balance Units Within: $\pm 2\%$

Balance Grilles Within: $\pm 5\%$

\$ 2075

We Propose hereby to furnish Professional Services - complete in accordance with above specifications , for the sum of:

Dollars

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. 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.

Our workers are fully covered by Workmen's Compensation Insurance

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.

Signature

Luis Sanchez / Paul Stricklin
Authorized Signature



Date of

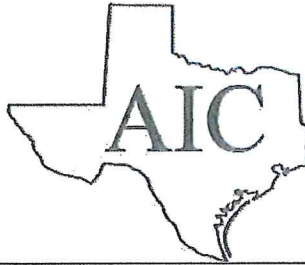
Acceptance:

Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

AERODYNAMICS INSPECTING COMPANY

11403 Grapewood Drive
Houston, TX 77089
Office: (281) 481-1598
Fax: (281) 481-9203
Email: testnbalance@aerotexhvac.com



PROPOSAL SUBMITTED TO General/Mechanical Contractor		PHONE/FAX n/a	DATE 06/23/18 07/29/19
STREET n/a		JOB NAME City of Weslaco New Fire Station – DUCT LEAK TESTING	
CITY, STATE AND ZIP CODE n/a		JOB LOCATION Weslaco, TX	
ARCHITECT Alvarado Architects	DATE OF PLANS 05/21/18	EMAIL: n/a	

We hereby submit specifications and estimates for:

PROFESSIONAL SERVICES TO PROVIDE THE FOLLOWING:
TEST, ADJUST AND BALANCE THE HVAC SYSTEM ON THE ABOVE REFERENCED PROJECT PER PLANS AND SPECIFICATIONS WITH "PROFESSIONAL ENGINEER" CERTIFIED REPORTS.

Daily Rate: \$650.00
Duct Air Leak Testing

- Addendums Reviewed: 1, 2 & 3
- Alternates Reviewed: 1

Per Specifications #230593:

Submit Qualifications, Procedures & TAB Forms
Attend Balance Conference/Meeting
Perform System Readiness Checklist
Submit Status Reports
Verify TAB Conditions (Within 90 days)
Balance Units Within: $\pm 2\%$
Balance Grilles Within: $\pm 5\%$

We Propose hereby to furnish Professional Services - complete in accordance with above specifications , for the sum of:

Dollars _____

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. 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. Our workers are fully covered by Workmen's Compensation Insurance

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.

Signature _____

Luis Sanchez / Paul Stricklin
Authorized Signature



Date of
Acceptance: _____

Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

TAB Fx, llc

SBE MBE & HUB Certified

P.O. Box 1888 San Juan, Texas 78589
Phone: (956) 510-8022 Fax: (956) 510-8032
BID # _____

QUOTATION FOR:

AIRFLOW TESTING



A.A.B.C.

DATE: JUNE 2018

TO: ESTIMATOR

PROJECT: City of Weslaco North Side Fire Station

INDEPENDENT
&
PROFESSIONAL
SERVICES

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION ACCORDING TO THE SPECIFICATION TO YOUR INQUIRY OR AS PROPOSED ALTERNATE. QUOTATION IS SUBJECT TO THE CONDITIONS ON THE BACK HEREOF. (QUOTATION VALID FOR 30 DAY FROM DATE SUBMITTED).

REFERRING TO THE SPECIFICATIONS: TESTING OF AIR MOVING EQUIPMENT AND THEIR SYSTEMS, HYDRONIC SYSTEMS AND OPERATING TEST AS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

INSPECTING
FOR
AIR
CONDITIONING

FOR ACTUAL AIR TESTING AND FOR PREPARING THE REPORTS

EMAIL COPIES TO BE SENT

OUR AIRFLOW TESTING PRICE IS

\$ 1,250.00

OUR WATER FLOW TESTING PRICE IS

\$ N/A

VENTILATING
SYSTEMS

TERMS: PAYMENT AS THE WORK PROGRESSES. NET 30 DAYS

ALL MECHANICAL SYSTEMS MUST BE FULLY OPERATIONAL AND BE FULLY PRE-COMMISSIONED PRIOR THE START OF TESTING AND BALANCING. THE TEMPERATURE CONTROL CONTRACTOR SHALL HAVE ALL SYSTEMS OPERATIONAL AND PROVIDE NECESSARY PERSONNEL, EQUIPMENT, AND SOFTWARE TO MAKE ADJUSTMENTS TO THE CONTROL DEVICES TO ACHIEVE DESIGNED CONDITIONS.

HEATING
SYSTEMS

TOLERANCE OF THE AIRFLOW TESTING WILL BE AS FOLLOWS:

DIFFUSERS, GRILLES AND REGISTERS DESIGNED BELOW 150 CFM WILL BE BALANCED WITHIN 10% OR AS GUARANTEED BY THE MANUFACTURER, ALL OTHER COMPONENTS WILL BE BALANCED AS PER SPECIFICATION.

AIRFLOW
TESTING

ITEMS REQUIRED PRIOR TO START:

COMPLETE SET OF MECHANICAL DRAWINGS, SPECIFICATIONS, SUBMITTALS, SHOP DRAWINGS AND CONTROL SOFTWARE/HARDWARE REQUIRED FOR TESTING AND BALANCING (AT NO ADDITIONAL COSTS)

WATERFLOW
TESTING

OPERATING TEST:

OUR AIR AND WATER BALANCING WILL BE FINAL, BUT IF NECESSARY TO MAKE RE-ADJUSTMENTS TO SUIT LOCAL CONDITIONS OR FINAL INSPECTION ON THE CONTROLS AND EQUIPMENT, REQUESTED BY THE SPECIFICATIONS OR YOUR FIRM DURING THE OPPOSITE SEASON WE ESTIMATE, THE TOTAL COST OF

OPERATING
TESTING

ADDITIONAL MATERIAL:

IF ANY DAMPERS, SHEAVES, BELTS, BRUSHINGS OR MOTORS NEED TO BE REPLACED TO OBTAIN FINAL BALANCE CRITERIA THIS WILL BE CONSIDERED AT T & M EXTRA, AND WILL REQUIRED ADDITIONAL CHANGE OF ORDER TO PROCEED.

PROCESS
TESTING

DOES NOT INCLUDE TESTING OF DOMESTIC WATER SYSTEM, SANITARY PIPING OR MEDICAL GAS PIPING SYSTEM:

TESTING

ALTERNATE PRICES:

WATER:

DUCT LEAKAGE TESTING NOT INCLUDED (IF REQUIRED ADD \$ 700.00) *

TEMPERATURE
&
PRESSURE
RECORDINGS

RETURN SIGNED QUOTATION ALONG WITH PURCHASE ORDER INDICATING ACCEPTANCE OF PROPOSAL

TAB FX, LLC

ACCEPTED P.O. # _____

1250 + 700
\$ 1950

MEMBER



NEBB
CERT. NO. 3047

PHI SERVICE AGENCY, INC.

MEMBER



AABC
CERT. NO. 08-03-67

CERTIFIED TEST, ADJUST, AND BALANCE OF HVAC SYSTEMS

■ 150 East Frontage Road, Ste. #6, Alamo, TX 78516	Office (956) 781-9998	Fax (956) 781-9948
□ 1103 Paulson St., San Antonio, TX 78219	(210) 224-1665	(210) 229-9143
□ 2120 W. Braker Lane, Ste. G, Austin, TX 78758	(512) 339-4757	(512) 339-3129
□ 13310 Leopard St. Ste. #2, Corpus Christi, TX 78410	(361) 248-4861	(361) 248-4859

QUOTATION

BID DATE: 7/24/2019

PROJECT: City of Weslaco New North Side Fire Station
412 E Mile 11 North
Weslaco, TX

Test, adjust and balance the above referenced project per plans and specifications. PHI Service is not responsible for design, installation, or operation of HVAC systems. A certified report of exact system operation under actual installed conditions will be furnished upon completion. Work completion is: A. All HVAC systems & components are tested and balanced within acceptable tolerances. B. When all reasonable efforts within the extent of TAB have been performed in an effort to achieve acceptable system performance.

BASE BID PRICE.....\$ 2,840.00

ALT. #1 ADD.....\$ 640.00

- Includes Duct Air Leakage Testing.
- Excludes providing or installing Pulleys and Belts, if any are required to obtain design cfm.

NOTE: Terms of payment are net 30 days from Date of Invoice. Sales or Use Tax must be added to the above price and paid by the Customer unless a Valid Resale or Exemption Certificate is provided. Quotations are subject within 30 days from the above date to change without notice.

PHI SERVICE AGENCY, INC.
By: Octaviano (Tavo) Tenorio, TBE

ACCEPTED BY: _____
(Company Name)

NAME / TITLE: _____
(Authorized Representative)

DATE: _____ P.O. #: _____

\$3480.00



Standardized Agenda Request Form

Date of Meeting: August 6, 2019		Agenda Item No. (to be assigned by CSO): 2019-2620	
From:			
Subject: Discussion and presentation of exterior colors as presented by Alvarado Architects for the North Side Fire Station Project. (Staffed by Airport.)			
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):			
Molly Vallejo Andrew Muñoz Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			